



Kendall County Board Agenda
Adjourned September Meeting
Kendall County Historic Courthouse,
110 W. Madison Street, Yorkville, IL 60560
Tuesday June 3, 2025, at 6:00 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
8. Public Comment
9. Consent Agenda
 - A. Approval of County Board minutes from May 6, 2025 ([p. 2](#))
 - B. Approval of Committee Minutes ([p. 9](#))
 - C. Approval of Claims in the amount of \$2,804,387.03 from May 31, 2025
 - D. Approval of Intergovernmental Agreement between County of Kendall and KenCom Executive Board/ KenCom Operations Board for the purchase and Maintenance of a Toshiba UPS System ([p. 10](#))
10. New Business
11. Standing Committee Reports
 - A. Finance and Budget –
 - i. Discussion and Approval of County’s Engineer’s Salary ([p. 14](#))
 - ii. Discussion and Approval of Resolution to Rescind Resolution 2025-13 County Engineer Salary Application ([p. 24](#))
12. Special Committee Reports
 - A. Connect Kendall County Commission:
 - i. Approval of Grant Agreement No. 24-031033 between the State of Illinois, Department of Commerce and Economic Opportunity and County of Kendall ([p. 27](#))
 - ii. Approval of Grant Agreement No. 24-031065 between the State of Illinois, Department of Commerce and Economic Opportunity and County of Kendall ([p. 80](#))
 - iii. Approval of a Resolution approving: (1) The establishment of a 63-20 relationship with Fox Fiber, NFP (“CORPORATION”); (2) The issuance and sale of certain revenue bond in one or more series by the Corporation; (3) Certain documents and agreements relating to those revenue bonds and the project; (4) The acceptance of legal title to the project upon discharge or retirement of the bonds; (5) The authorization of the authorized officer of the County of Kendall, Illinois to take certain actions in connection with the foregoing; and (6) the establishment of an effective date ([p. 137](#))
 - iv. Approval of a Comprehensive Development Agreement between Kendall County and Fox Fiber NFP ([p. 145](#))
13. Liaison Reports
14. Other Business
15. Chairman’s Report
16. Public Comment
17. Questions from the press
18. Executive Session
19. Adjournment

If special accommodation or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24 hours prior to the meeting time

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
May 6, 2025**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Historic Courthouse, 110 W Madison St, in the City of Yorkville on Tuesday, May 6, 2025, at 6:00 p.m. The Clerk called the roll. Members present: Chairman Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: None.

The Clerk reported to the Chairman that a quorum was present to conduct business.

PLEDGE OF ALLEGIANCE

Chairman Kellogg led the Pledge of Allegiance.

INVOCATION

Ruben Rodriguez gave the invocation.

THE AGENDA

Member DeBolt moved to approve the agenda. Member Koukol seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL RECOGNITION

Historic Preservation

Member Shanley moved to approve the Proclamation Declaring May Historic Preservation Month in Kendall County. Member Bachmann seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 25-29 is available in the Office of the County Clerk.

Sheriff's Office Civilian Commendation

Undersheriff Bobby Richardson presented TJ Hodges and Jenna Smith Civilian Commendations for their roll in pulling an individual from a burning car.

RECESS

PUBLIC COMMENT

Margaret Pierson spoke about the Corneils Road short term rental. She informed the board that there was a party over the weekend with drinking and loud music. This appears to be unregulated and the neighborhood unsafe. The neighbors signed a petition regarding the property.

Robert Merilee stated that the renters in the Corneils Road property were driving way too fast down the road, this needs to be regulated.

John Pierson offered to show the board members photos he took of the Corneils Road rental property and the petition that was signed by the residents.

A gentleman spoke about the Illinois Constitution and the Fundamental Principles of the Constitution.

CONSENT AGENDA

Member Rodriguez moved to approve the consent agenda. Member Flowers seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion Carried.**

- a. Approval of Committee Minutes
- b. Approval of claims in the amount of \$2,017,034.11 from April 30, 2025
- c. Approval of and Intergovernmental Agreement for Geographic Information Systems (GIS) Services between Kendall County and the Village of Minooka
- d. Approval of Memorandum of Understanding Between County of Kendall, Illinois and Kendall County Sheriff and Illinois Fraternal Order of Police Labor Council (Corrections Deputies)
- e. Approval of Resolution Authorizing the Circuit Clerk to Deposit Funds at Designated Banks

- f. Approval of the purchase of a 48TB Rubrik storage device from the public purchasing agreement between Presidio and the Illinois Department of Innovation and Technology in the amount of \$125,022.29
- g. Approval to Authorize the County Board Chairman to Execute a Certified Local Government Grant Agreement Between Kendall County and the State of Illinois, Department of Natural Resources to Conduct an Historic Structure Survey in Unincorporated Na-Au-Say and Seward Townships for a Total Project Cost of \$40,000 (Grant Amount is \$28,000 and County Match is \$12,000; Grant is Reimbursable)
- h. Approval to Authorize the County Board Chairman to Execute a Contract with Wiss, Janney, Elstner Associates, Inc. to Complete Work Related to the Historic Structure Survey in Unincorporated Na-Au-Say and Seward Townships in an Amount Not to Exceed \$40,000; Related Invoices to Be Paid from Line Item 172019-63630
- i. Approval of Chicago HIDTA Finance Special Projects Coordinator Contract with Kendall County as the Fiduciary Agent effective July 1, 2025, through July 2, 2027, at the hourly rate of \$75.00 per hour
- j. Approval of Chicago HIDTA Finance Manager Contract with Kendall County as the Fiduciary Agent effective June 1, 2025, through June 2, 2027, in the annual amount of \$128,789 with increases by congress
- k. Approval of a Contract with Northern Illinois University Center for Governmental Studies for Strategic Plan Facilitation in an amount of \$35,400

B) COMBINED CLAIMS: ADMIN \$865.97; AC \$4,446.23; CIR CLK \$807.60; CIR CRT JDG \$8,536.10; CRT SERV \$62.93; AUDIT/PROP TAX \$16,511.81; CRNER \$1,356.00; CRRCTNS \$37.13; CNTY ADMIN \$20,621.68; CNTY BRD \$1,129,244.88; CNTY CLK \$1,622.49; HIGHWAY \$440,090.78; ELCTNS \$4,264.45; EMA DIR \$1,464.96; EMA \$58.06; FCLT MGMT \$4,890.55; GIS \$158.43; HLTH & HMN SRV \$166,436.89; HR \$42.32; JURY \$683.88; MERIT \$1,406.26; PBZ SR \$3,410.41; PBZ \$3,109.17; PRSDNG JDG \$965.29; PROB SPVSR \$606.84; PUB DEF \$10,301.58; SHRF \$35,358.16; ST ATTNY \$2,943.09; TECH \$498.17; UTIL \$30,608.00; VET \$2,512.00; FORST \$16,870.63; SHRF \$79,055.45; SHRF \$44,056.55.

C) A complete copy of IGAM 25-30 is available in the Office of the County Clerk.

E) A complete copy of Resolution 25-15 is available in the Office of the County Clerk.

K) A complete copy of IGAM 25-31 is available in the Office of the County Clerk.

SPECIAL COMMITTEE REPORTS

Member Bachmann stated that the Connect Kendall County Commission has received approval to move forward.

Member Koukol spoke about the job fair at the YMCA.

LIAISON REPORTS

Member Shanley stated that this is Mental Health Awareness Month.

CHAIRMAN'S REPORT

Chairman Kellogg asked Undersheriff Richardson to speak about the collaborative effort being made for crime suppression and the proactive patrols to keep the community safe.

Member Flowers moved to approve the appointment(s) excluding Robert Walker. Member DeBolt seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Appointments

Steve Gengler – Public Aid Appeals (Kendall Township)- 2 Year Term – Expires April 2027
 Brian LeClerc – Public Aid Appeals (Oswego Township)- 2 Year Term – Expires April 2027
 Tim O'Brien – Public Aid Appeals (Seward Township)- 2 Year Term – Expires April 2027
 Eric E Bernacki – Public Aid Appeals (Na-au-say Township)- 2 Year Term – Expires April 2027

PUBLIC COMMENT

A gentleman spoke about the 6 Fundamental Principles of the Constitution.

QUESTIONS FROM THE PRESS

Ethan Krueger from WSPY asked if the rental property on Corneils Road is in compliance.

ADJOURNMENT

Member Shanley moved to adjourn the County Board Meeting until the next meeting scheduled. Member Flowers seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 12th day of May 2025.

Respectfully submitted by,

Debbie Gillette

Kendall County Clerk

Co Board 5/6/2025

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE
Kendall County Historic Court House
Court Room
110 W. Madison Street, Yorkville, Illinois
6:30 p.m.
Meeting Minutes of April 7, 2025

CALL TO ORDER

The meeting was called to order by Chairman Wormley at 6:32 p.m.

ROLL CALL

Committee Members Present: Brian DeBolt, Dan Koukol, Ruben Rodriguez, and Seth Wormley

Committee Members Absent: Elizabeth Flowers

Also Present: Matthew H. Asselmeier, Director, and Wanda A. Rolf, Office Assistant

APPROVAL OF AGENDA

Member Koukol made a motion, seconded by Member DeBolt, to approve the agenda as presented. With a voice vote of four (4) ayes, the motion carried.

APPROVAL OF MINUTES

Member Koukol made a motion, seconded by Member DeBolt, to approve the minutes of the March 10, 2025, meeting. With a voice vote of four (4) ayes, the motion carried.

PUBLIC COMMENT

None

Expenditure Report

Review of Expenditures from March 2025

The Committee reviewed the Expenditure Report.

PETITIONS

None

NEW BUSINESS:

Approval of a Request from James P. Mosher for a Refund of an Unused Building Permit for a Shed at 11 Fox Run Drive (PIN: 04-09-351-004) in the Amount of \$200

Mr. Asselmeier summarized the request.

In November 2022, Mr. Mosher applied for a building permit for an accessory building (shed) at his property at 11 Fox Run Drive. The shed was not constructed and Mr. Mosher does not wish to construct the building. He is requesting a refund of the building permit fee.

Member Koukol made a motion, seconded by Member Rodriguez, to approve the refund as requested.

The votes were as follows:

Yeas (4): Koukol, Rodriguez, Wormley, and DeBolt

Nays (0): None

Abstain (0): None

Absent (1): Flowers

The motion carried.

Approval of a Request from Blake Carrescia for a Refund of an Unused Building Permit for a Guest House at 6192 Dover Court (PIN: 06-02-125-001) in the Amount of \$875.84
Mr. Asselmeier summarized the request.

In February 2025, Mr. Carresica applied for a building permit for an accessory building (guest house) at his property at 6192 Dover Court. The guest house was not constructed and Mr. Carrescia does not wish to construct the building. He is requesting a refund of the building permit fee.

The Planning, Building and Zoning Department performed a site inspection and plan review. The value of those activities have been deducted from the original approximately Eight Hundred Seventy-Five Dollar (\$875) application fee.

Member Koukol made a motion, seconded by Member Rodriguez, to approve the refund as requested.

The votes were as follows:

Yeas (4): Koukol, Rodriguez, Wormley, and DeBolt

Nays (0): None

Abstain (0): None

Absent (1): Flowers

The motion carried.

Approval to Change the May 2025 Planning, Building and Zoning Committee Meeting Date and Time

Mr. Asselmeier stated that he will be off for the May 12, 2025, meeting.

Member Rodriguez asked if there were any petitions on the agenda. Mr. Asselmeier responded that there were no petitions, but there will be the annual stormwater NPDES Report. In addition, if the State of Illinois approves the Certified Local Government Grant, approval of the grant agreement and the consultant agreement to perform the structure survey will be on the agenda.

Discussion occurred regarding having the meeting without Mr. Asselmeier.

Member Koukol suggested sending the NPDES Report directly to the County Board on the May 20, 2025 meeting. The other members agreed.

The next Planning, Building and Zoning Committee meeting will be held on May 21, 2025 at 6:30 p.m.

OLD BUSINESS:

Update on Stormwater Permit at 13039 McKanna Road (PIN: 09-09-100-002) in Seward Township

Mr. Asselmeier stated that the Engineer for the Petitioner was behind in their work and there was no specific date for addressing WBK's comments.

Updates on Amendments to the County-Wide Stormwater Management Ordinance Division of the Kendall County Code; Committee Could Forward the Proposal to the Federal Emergency Management Agency and Illinois Department of Natural Resources

Mr. Asselmeier provided an updated proposal.

In February 2025, the PBZ Committee decided to forward the proposal to the municipalities for review and comment. The Village of Plainfield and the Village of Oswego submitted comments. WBK Engineering submitted responses to the comments of the municipalities, which were provided.

Based on the comments from the municipalities, there were two (2) changes made to the proposal:

1. In the first paragraph of Section 16-278, the following language was added regarding which entities can apply for text amendments to the regulations; this same language is included in the Zoning Ordinance

“ . . . or by a person, firm or corporation having a possessory interest which is specifically enforceable on the land which is subject to the proposed amendment.”

2. In 16-343 (3), the following clarification was added regarding the identification of critical facilities by the Administrator:

**“Upon submittal of stormwater permit applications, identify Critical Facilities
... ”**

Staff recommended that the proposal be forwarded to FEMA and IDNR for review. The County cannot approve the amendments without FEMA's approval. If FEMA approves the proposal, the County will be required to have a public hearing prior to the adoption of amendments.

Member DeBolt made a motion, seconded by Member Rodriguez, to forward the proposal to FEMA.

The votes were as follows:

Yeas (4): DeBolt, Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (1): Flowers

The motion carried.

The proposal will be forwarded to FEMA and IDNR for comment.

Update on Planning, Building and Zoning Department Staffing

Mr. Asselmeier reported that the Department made an offer to a candidate for the Code Enforcement Officer position. Larry Simmons is scheduled to start on April 21, 2025

Mr. Asselmeier reported that the Department interviewed two (2) candidates for the Intern position.

Chairman Wormley asked if the intern positions were paid positions. Mr. Asselmeier stated that they were paid positions.

Chairman Wormley stated that he was pleased that Mr. Asselmeier is hiring interns.

REVIEW VIOLATION REPORT:

The Committee reviewed the report.

REVIEW PRE-VIOLATION REPORT:

The Committee reviewed the report.

UPDATE FROM HISTORIC PRESERVATION COMMISSION:

Recommendation for a Proclamation Declaring May Historic Preservation Month in Kendall County

Mr. Asselmeier stated that the theme this year is "Harnessing the Power of Place."

Mr. Asselmeier stated that the Certified Local Government Grant was approved by the State for unincorporated Na-Au-Say and Seward townships to do historic structure surveys. The County was waiting for the State to send their contract and the consultant to send their contract to perform the work.

The Committee did not issue a recommendation regarding the proclamation.

REVIEW PERMIT REPORT:

The Committee reviewed the report.

REVIEW REVENUE REPORT:

The Committee reviewed the report.

CORRESPONDENCE

None

COMMENTS FROM THE PRESS:

None

EXECUTIVE SESSION

Member Koukol made a motion, seconded by Member DeBolt, to enter into executive session for the purposes of reviewing minutes of meetings lawfully closed under the Illinois Open Meetings Act (5 ILCS 120/2(c)(21)).

The votes were as follows:

Yeas (4): Koukol, DeBolt, Rodriguez, and Wormley

Nays (0): None

Abstain (0): None

Absent (1): Flowers

The motion carried.

The Committee recessed at 6:54 p.m.

The Committee returned from executive session at 6:56 p.m.

NEW BUSINESS

Approval to Release Executive Session Minutes of April 7, 2025

The consensus was to release the minutes of the executive session of April 7, 2025, only.

Member Koukol made a motion, seconded by Member DeBolt, to release the minutes of the executive session of April 7, 2025. With a voice vote of four (4) ayes, the motion carried.

ADJOURNMENT:

Member DeBolt made a motion, seconded by Member Rodriguez, to adjourn. With a voice vote of four (4) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 6:56 p.m.

Minutes prepared by Wanda A. Rolf, Part-Time Office Assistant

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE
Kendall County Historic Court House
Court Room
110 W. Madison Street, Yorkville, Illinois
6:30 p.m.
Executive Session Minutes of April 7, 2025

CALL TO ORDER

The executive session was called to order by Chairman Seth Wormley at 6:55 p.m.

ROLL CALL

Committee Members Present: Brian DeBolt, Dan Koukol, Ruben Rodriguez (Vice-Chairman), and Seth Wormley (Chairman)

Committee Members Absent: Elizabeth Flowers

Also Present: Matt Asselmeier (Director) and Wanda Rolf (Part-Time Administrative Assistant)

The purpose of this executive session was to review minutes of meetings lawfully closed under the Illinois Open Meetings Act (5 ILCS 120/2(c)(21)).

The Committee reviewed the minutes from the following meetings:

December 19, 2016

August 7, 2017

November 7, 2022

Member Koukol made a motion, seconded by Chairman Wormley, to keep the minutes of December 19, 2016, August 7, 2017, and November 7, 2022, executive sessions confidential for personnel reasons and litigation reasons. With a voice vote of four (4) ayes, the motion carried.

Member DeBolt made a motion, seconded by Member Rodriguez, to adjourn the executive session. With a voice vote of four (4) ayes, the motion carried.

Chairman Wormley adjourned the executive session at 6:56 p.m.

Minutes prepared by Matthew H. Asselmeier, AICP, CFM, Director

**INTERGOVERNMENTAL AGREEMENT FOR THE
PURCHASE AND MAINTENANCE OF A
TOSHIBA UPS SYSTEM**

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PURCHASE AND MAINTENANCE OF A TOSHIBA UPS SYSTEM(“Agreement”) is by and between the County of Kendall, a unit of local government of the State of Illinois(“Kendall County”) and KenCom Executive Board/KenCom Operations Board(“KenCom”), a unit of local government.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, Kendall County and KenCom (the “parties”) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with Kendall County has authority to perform the service; and

WHEREAS, based upon a recent event, it has become necessary for the parties to purchase a new uninterruptible power supply (UPS) system; and

WHEREAS, in an effort to reduce costs to the taxpayers of Kendall County, the parties hereby enter into this intergovernmental agreement to purchase and maintain a new UPS system.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.

2. The parties have purchased a Toshiba UPS system for \$162,179.58, a description of the product being attached as Exhibit A. This cost has been equally paid by Kendall County and KenCom.

3. The parties will jointly own the new Toshiba UPS system.

4. The Kendall County Facilities Management will be responsible for the management of the maintenance, pertaining to the UPS system. KenCom and Kendall County IT will notify the Kendall County Facilities Management of any UPS issues that they become aware of.

Any maintenance costs, of the UPS system, shall be equally divided between the parties. However, the maintenance costs will not include personnel costs of Kendall County or KenCom.

5. This Agreement shall continue for such time that the newly acquired Toshiba UPS is in operation and benefiting Kendall County and KenCom.

6. At any time, the parties may agree, in writing, to modify or terminate this Agreement.

7. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

8. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested.

If to the County: Chairman of the Kendall County Board

504 S. Main Street

Yorkville, Illinois 60560

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560

If to KenCom: Chair of the KenCom Executive Board
1100 Cornell Lane
Yorkville, Illinois 60560

Chair of KenCom Operations Board
1100 Cornell Lane
Yorkville, Illinois 60560

9. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10. This Agreement represents the entire agreement between the parties as it relates to the purchase and maintenance of the newly acquired Toshiba UPS system and there are no other promises or conditions in any other agreement whether oral or written related to the party's purchase and maintenance of the newly acquired Toshiba UPS system.

Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties pertaining the purchase and maintenance of the Toshiba UPS system and may not be further modified except in writing.

11. Kendall County and KenCom each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers as of the date of last signature.

Kendall County, Illinois

By: _____

Chair, Kendall County Board

Date: _____

Attest:

County Clerk

KenCom Executive Board

By: _____

Chair, KenCom Executive Board

Date: _____

Attest:

Secretary



Kendall County Agenda Briefing

Meeting Type: Finance
Meeting Date: 5/29/2025
Subject: Approval of County Engineer's Salary
Prepared by: Latreese Caldwell, Deputy County Administrator
Department: Administration

Action Requested:

Approve new salary for County Engineer per May 9, 2025 IDOT Letter and rescind Resolution 2025-13 containing estimated salary for County Engineer.

Board/Committee Review:

Finance & Budget

Fiscal impact:

The net cost to Kendall County is \$524.50. Kendall County will receive an additional \$5,087.50 revenue reimbursement from IDOT for the FY25 salary. The Highway fund expense will increase \$4,919. SS Fund expense will increase \$376. IMRF Fund expense will increase \$317.

Background and Discussion:

The County Engineer's minimum salary is set by IDOT. On April 15, 2025, Kendall County entered into a resolution to pay the County Engineer 105% of the **estimated** FY25 IDOT minimum salary for the Kendall County Engineer. On May 9, 2025, IDOT increased the County Engineer salary by 10% and re-set the **actual** FY25 minimum salary for the Kendall County Engineer.

Staff Recommendation:

Approve the new salary for the County Engineer using 105% of IDOT FY25 County Engineer Salary Program minimum salary. Rescind Resolution 2025-13 containing estimated FY25 minimum salary for the County Engineer.

Attachments:

1. The email exchange between Deputy County Administrator and Finance Chair
2. 2025 County Engineers Salary Program Letter to IACE
3. Resolution 21-12 County Engineer
4. BLR 09221-2025.01
5. Resolution to Rescind Resolution 2025-13 CE Salary Appropriation

From: Latreese Caldwell

Sent: Monday, May 19, 2025 9:24 AM

To: Scott Gengler <sgengler@kendallcountyil.gov>

Cc: Jennifer Breault <jebreault@kendallcountyil.gov>; Christina Burns <cburns@kendallcountyil.gov>

Subject: FW: County Engineer's Salary

Scott, do you want to approve a new resolution for Fran's Salary? The resolution determines how much reimbursement the County will receive from IDOT for Fran's Salary. There are a few steps the County takes to enact Fran's salary.

IDOT FUNDING

Resolution Appropriating Funds for the Payment of the County Engineer's Salary

1. The County approved **Resolution 25-13** on April 15, 2025, appropriating Fran's salary at \$142,600. The County will be reimbursed 50% or \$71,300.
2. A new FY25 IDOT CESP – County Engineer Salary Program was received after the resolution was approved, that set the Kendall County Engineer's salary at \$145,500.
3. The County approved **Resolution 21-12** on March 16, 2021, fixing Fran's salary at not less than 105% of IDOT CESP - County Engineer Salary Program.
4. A new Resolution Appropriating Funds for the Payment of the County Engineer's salary **can be enacted** for 105% of Kendall County's 2025 IDOT-CESP.
5. $\$145,500 * 105\% = \$152,775$. A new Resolution for \$152,775 would allow the County to be reimbursed \$76,387.50. (see BLR 09221 – 2025.01)
6. The County would receive an additional \$5,087.50 if a new resolution is enacted.

KENDALL COUNTY BUDGET REVISION

Fran's Salary is split into two (2) IDOT – CESPs

1. DEC 1 – MAY 19 the 2024 IDOT - CESP is \$132,300. Kendall County pays 105% = \$138,915. This amount is prorated at 46.58% = \$64,707
2. MAY 20 – NOV 30 the 2025 IDOT-CESP is \$145,500. Kendall would pay 105% = \$152,775. This amount would be prorated at 53.42% = \$81,612
3. Fran's current FY2024-25 salary estimate is \$141,400. Admin would enter a budget revision to increase Fran's salary to \$146,319.
4. The FY25 Highway Fund budget would increase \$4,919. The SS Fund would increase \$376. The IMRF Fund would increase \$317.

CURRENT FISCAL YEAR 2025 BUDGET

County Engineer Salary: 2024-25 Estimate		
*New County Engineer salary does not become effective until May 21st each year.		
	Annual	Prorated
Dec 1 - May 20	140,000	66,267
May 21 - Nov 30	142,600	75,103
	1.9%	141,369
		say \$141,400

PROPOSED FISCAL YEAR 2025 BUDGET REVISION

County Engineer Salary: 2024-25 Actual		
	2024	2025
*IDOT CESP - Kendall County	\$ 132,300	\$ 145,500
Kendall County 105% Resolution	138,915	152,775
**CY2024 Prorated Dec 1 - May 19 (46.58%)	64,707	
**CY2025 Prorated May 20 - Nov 30 (53.42%)		81,612
Total Kendall County FY24-25 Budget		\$ 146,319
*IDOT CESP - County Engineer Salary Program		
** CY2024 - Calendar Year		
** CY2025 - Calendar Year		

Latreese D. Caldwell, MBA

Deputy County Administrator

Kendall County Administration

Phone: 630.553.4839

Fax: 630.553.4214

www.kendallcountyil.gov





Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

May 9, 2025

Mr. Mark Mathon, President
Illinois Association of County Engineers
928 South Spring Street
Springfield, Illinois 62704

Dear Mr. Mathon:

Enclosed are the 2025 minimum recommended salaries for the county engineers' salary program, effective January 1, 2025. This effective date will not impact eligibility for counties who set their annual salary prior to the issuance of this letter. The salaries have been increased by ten percent after re-ranking.

The joint-county state agreement (BLR 09220) and the annual county board resolution (BLR 09221) are available through the IDOT website and should be used for the county engineers' salaries.

Thank you for your interest in the Illinois transportation system. If you have any questions or need additional information, please contact Holly Primm, Local Program Planning & Programming Manager at (217) 782-1662.

Please share this information with your members.

Sincerely,

A handwritten signature in black ink that reads "Gregory S. Lupton".

Gregory S. Lupton, P.E.
Acting Engineer of local Roads and Streets

GL\hp

Attachment

**CY 2025 County Engineer Minimum Recommended Salaries
Re-Ranked with 10% Salary Increase**

2025 RANK	COUNTY	2025 Salary 10% Increase
1	Cook	
2	DuPage	
3	Lake	
4	Kane	173,100
5	Will	171,900
6	Winnebago	170,300
7	McHenry	164,600
8	McLean	163,200
9	St. Clair	160,800
10	Peoria	158,400
11	Sangamon	158,200
12	LaSalle	157,500
13	Madison	151,000
14	Kankakee	150,500
15	Champaign	150,000
16	Williamson	149,200
17	Tazewell	148,500
18	Macon	148,100
18	Rock Island	148,100
20	Ogle	147,700
21	DeKalb	147,200
22	Adams	147,000
23	Kendall	145,500
24	Whiteside	144,800
25	Knox	144,400
26	Grundy	143,100
27	Stephenson	141,400
28	Vermilion	140,900
29	Livingston	140,600
30	Macoupin	140,300
31	Henry	139,800
32	Lee	139,300
33	Iroquois	138,700
34	Boone	138,400
35	Jackson	137,700
36	Bureau	137,500
37	Jefferson	137,300
38	Marion	136,600
39	Coles	136,200
40	Woodford	135,900
41	Fulton	135,400
42	Effingham	135,100
43	Clinton	134,500
44	Christian	133,900
45	Morgan	132,000
46	Montgomery	131,600
47	Franklin	131,200
47	JoDaviess	131,200
49	Monroe	130,900
50	Shelby	130,700
51	Randolph	129,900

2025 RANK	COUNTY	2025 Salary 10% Increase
52	Perry	129,600
53	McDonough	129,000
54	Logan	128,300
55	Union	126,600
56	Crawford	126,400
57	Fayette	124,700
58	Hancock	124,500
59	Warren	123,900
60	Wayne	123,500
61	Jersey	123,100
62	Saline	122,900
63	Douglas	122,800
64	Clark	122,700
65	Mercer	120,500
66	Edgar	120,200
67	Massac	119,500
67	Washington	119,500
69	Pike	118,700
70	White	118,500
71	Carroll	118,100
72	Bond	118,000
72	Piatt	118,000
74	Johnson	117,800
75	Richland	117,600
76	DeWitt	116,400
77	Jasper	115,500
78	Mason	114,200
79	Lawrence	114,100
80	Ford	114,000
81	Clay	113,900
82	Menard	113,500
83	Calhoun	113,300
84	Moultrie	111,900
85	Pope	111,200
86	Greene	110,400
86	Marshall	110,400
88	Hamilton	109,800
89	Alexander	109,200
90	Pulaski	108,800
91	Cass	107,100
92	Wabash	103,300
93	Cumberland	103,000
93	Hardin	103,000
95	Henderson	102,500
96	Schuyler	102,400
97	Stark	101,400
98	Edwards	100,900
99	Putnam	100,000
100	Brown	98,700
100	Gallatin	98,700
102	Scott	96,400



Resolution Reappointing County Engineer

21-12



WHEREAS, a vacancy will exist on 05/20/21 in the office of County Engineer in Kendall County,
Date
Illinois due to the expiration of the six-year term of office of the incumbent County Engineer Francis C. Klaas, and
Name of Incumbent

WHEREAS, the Kendall County Board by resolution dated 01/19/21 requested the consent
County
Date
Department of Transportation to the reappointment of Francis C. Klaas and
Name of Incumbent

WHEREAS, the Department of Transportation has on 02/22/21 given its consent to the reappointment of
Date
Francis C. Klaas;
Name of Incumbent

NOW, THEREFORE, BE IT RESOLVED by the Kendall County Board that Francis C. Klaas
County
Name of Incumbent
is hereby appointed County Engineer for Kendall for a term of six years effective 05/20/21, and
County
Date

BE IT FURTHER RESOLVED, by the Kendall County Board that the salary of the County Engineer be fixed as follows:
County

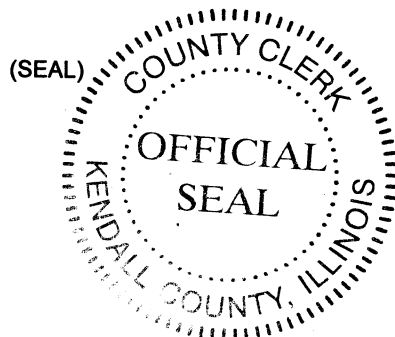
Salary

Date From	Date to	Amount of Salary
05/20/21	05/19/22	Not less than 105% of CESP
05/20/22	05/19/23	Not less than 105% of CESP
05/20/23	05/19/24	Not less than 105% of CESP
05/20/24	05/19/25	Not less than 105% of CESP
05/20/25	05/19/26	Not less than 105% of CESP
05/20/26	05/19/27	Not less than 105% of CESP

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit two (2) certified originals of this resolution to the district office of the Department of Transportation.

I Debbie Gillette County Clerk in and for said County of Kendall in the State of Illinois, and
Name of Clerk
County
keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Kendall at a meeting held on 03/16/21.
County
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16 day of March, 2021.
Day
Month, Year



Clerk Signature

Debbie Gillette



E-mail

Reset Form

Does the County participate in the County Engineer's Salary Reimbursement Program? ☒ Yes ☐ No

Resolution No

Section No

STP Section No

WHEREAS, the County Board of Kendall County has adopted a resolution establishing the salary of the County Engineer to be 105% of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and percentage

WHEREAS, the County Board of Kendall County has entered into an agreement with the Illinois Department of

Transportation for transfer of Federal Surface Transportation Program funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Kendall County Board that there is hereby appropriates the sum of

One hundred fifty-two thousand seven hundred and seventy-five Dollars (\$152,775.00) from the County's Highway Fund funds for the purpose of paying the County Engineer's salary from 05/20/25 to 05/19/26 and, beginning date ending date

BE IT FURTHER RESOLVED, that the Kendall County Board hereby authorizes the Department of Transportation, State of

Illinois to transfer Seventy-six thousand three hundred eighty-seven and 50/100 Dollars (\$76,387.50) of Federal Surface Transportation Program funds allocated to Kendall County to the Department of Transportation in return for an equal amount of State funds; and

BE IT FURTHER RESOLVED, by the Kendall County Board that there is hereby appropriated the sum of

Dollars () from the County's Fund funds for the purpose of paying the County Engineer's expenses from 05/20/25 to 05/19/26 . beginning date ending date

I County Clerk in and for said County of Kendall in the State of Illinois, and Name of Clerk County

keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Kendall at a meeting held on . County date

I certify that the correct TIN/FEIN number for Kendall County is 366006598 Legal Status: Governmental. County TIN/FEIN Number

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of . Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
For resolutions involving a transfer of STR funds:

Omer Osman, P.E.

Secretary of Transportation Signature & Date

BY:

George A. Tapas, P.E., S.E.

Engineer of Local Roads & Streets Signature & Date

For information about IDOT's collection and use of confidential information review the department's [Identity Protection Policy](#).

LPA NAME	Section No	STP Section No
Kendall		25-CS093-00-AC
County		
<u>For IDOT Use Only</u>		
Dates of the existing agreement between IDOT and County _____ to _____ Beginning Ending		
Dates of the new agreement between IDOT and County _____ to _____ Beginning Ending		

Instructions for BLR 09221 - Page 1 of 2

NOTE: Form instructions should not be submitted when the form is submitted.

This form is used by a county to appropriate a county engineer's salary and/or expenses. It is also used when a county participates in the County Engineer's Salary Program. This form must be passed each year appropriating funds for the salary and/or expenses for the county engineer's salary. If the County participates in the County Engineer's Salary Program, the Agreement for the County Engineer's Salary, BLR 09220, must be approved by IDOT prior to using this resolution. This form must be passed each year approving the transfer of the County's Surface Transportation Program funds to the state for those counties participating in the program.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

This form will change on the answer to the initial question at the beginning of the form: Does the County have an agreement with the State of Illinois to participate in the County Engineer's Salary Reimbursement Program? If Yes the following items will be completed:

Resolution No.	Insert the resolution number assigned by the County, if applicable.
Section No.	Insert the MFT section number. The format will be YY-00000-00-CS, where YY will be numeric and indicate the year for the salary.
STP Section No.	Insert the STP section number, the format will be YY-CSXXX-00-AC, where YY will be the numeric and indicate the year for the salary, the XXX will be the County Number.
Name of County	Select the county name from the drop down or insert name if completing by hand.
Percentage	Insert the percentage of the salary the county engineer is being paid based on the Illinois Department of Transportation's recommended salary schedule in numerical format.
Name of County	Insert the name of the County.
Name of County	Insert the name of the County.
Amount of Resolution for Salary	Insert the dollar value of the resolution for the salary in words, followed by in the same amount in numerical format in the (). This should be the amount of the salary, not including expenses.
Fund	Insert the name of the fund from which the appropriation is being made.
Beginning Date/Ending Date	Insert the beginning to ending time frame covered by the resolution. This is not the same time frame as the agreement.
Name of County	Insert the name of the County.
Amount of Surface Transportation Funds	Insert the dollar value of the funds to be transferred in words, followed by the same amount in numerical format in the ().
Name of County	Insert the name of the County.
Name of County	Insert the name of the County.
Amount of Resolution for Expenses	Insert the dollar value of the resolution for expenses in words, followed by the same amount in numerical format in the (). If not applicable insert N/A.
Fund	Insert the name of the fund from which the appropriation for expenses is being made, if not applicable insert N/A.
Beginning Date/Ending Date	Insert the beginning to ending time frame covered by the resolution. This is not the same time frame as the agreement.
Clerk Name	Insert the name of the County Clerk
Name of County	Insert the name of the County.
Name of County	Insert the name of the County.

Instructions for BLR 09221 - Page 2 of 2

Meeting Date	Insert the date of the meeting.
Name of County	Insert the name of the County.
TIN/FEIN	Insert the TIN/FEIN number for the County.
Day	Insert the day the Clerk signed the resolution.
Month and Year	Insert the month and year the Clerk signed the resolution.
Clerk Signature	County Clerk shall sign here and seal here.
APPROVED Department of Transportation	Department of Transportation officials shall sign here upon approval.
FOR IDOT USE ONLY: Date of Existing Agreement	IDOT will insert the beginning and ending dates of the current agreement between IDOT and the County.
Date of New Agreement	IDOT will insert the beginning and ending dates of the new agreement, if applicable.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office.

Following IDOT approval distribution will be as follows:

- County Engineer
- County Clerk
- Bureau of Local Roads and Streets

COUNTY OF KENDALL, ILLINOIS

Resolution 25-_____

RESOLUTION RESCINDING RESOLUTION 2025-13

WHEREAS, on April 15, 2025, the Kendall County Board approved Resolution 2025-13, “Resolution Appropriating Funds for the Payment of the County Engineer’s Salary”, a copy of which is attached as **Exhibit 1**; and

WHEREAS, on May 9, 2025, the Illinois Department of Transportation did release CY 2025 County Engineer Minimum Recommended Salaries Re-Ranked with 10% Salary Increase, including \$145,500 for Kendall County, attached as **Exhibit 2**. The CY 2025 minimum recommended salary for the Kendall County Engineer covers the County Engineer’s expenses from May 20, 2025 to May 19, 2026; and

WHEREAS, as a result, the appropriation for the Kendall County Engineer’s salary approved via Resolution 2025-13 is no longer valid for the Kendall County Engineer; and

NOW, THEREFORE, BE IT RESOLVED; Resolution 2025-13 is hereby rescinded.

Approved this 3rd day of June 2025.

Attest:

Matthew Kellogg, County Board Chairman

Debbie Gillette, County Clerk and Recorder





Resolution Appropriating Funds for the Payment of the County Engineer's Salary

Resolution No	25-13	Section No		STP Section No	24-CS093-00-AC

BLR 092215 (Rev. 01/18/23)

LPA NAME	Section No	STP Section No
Kendall County		24-CS093-00-AC
<u>For IDOT Use Only</u>		
Dates of the existing agreement between IDOT and County _____ to _____ Beginning Ending		
Dates of the new agreement between IDOT and County _____ to _____ Beginning Ending		



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 6/3/2025
Subject: Fox Fiber Broadband Project
Prepared by: Christina Burns, County Administrator
Department: Administration

Action Requested:

1. Approval of a Grant Agreement with DCEO for Ring 1A in the amount of \$6,500,000
2. Approval of a Grant Agreement with DCEO for Ring 1B in the amount of \$8,500,000
3. Approval of a Resolution Approving the (1) establishment of a 63-20 Relationship with Fox Fiber, (2) the issuance and sale of certain revenue bonds, (3) documents related to those bonds; (4) acceptance of legal title to the project upon retirement or discharge of bonds, (5) authorization of the authorized officers of Kendall County to take certain actions and (6) the establishment of an effective date.
4. Approval of a Comprehensive Development Agreement between Kendall County and Fox Fiber

Board/Committee Review:

May 13, 2025: Connect Kendall County Commission Review of CDA

May 15, 2025: Committee of Whole discussion of CDA and project overview

Fiscal impact:

The County contributed up to \$1,500,000 of ARPA funds to certain predevelopment costs for the project.

Background and Discussion:

Kendall County was awarded a \$15 million grant from the State of Illinois for the construction of a broadband network to connect unserved and underserved areas of Kendall County. Over the past year, the County has worked with our partner Pivot Tech and the Illinois Office of Broadband to further refine and clarify the project. Earlier this month, the Broadband Office provided its final signoff. This allows us to move forward with bringing the project to reality.

Project overview

The grant provides support to construction two middle-miles rings, including last-miles services via fiber and fixed wireless to provide broadband services (minimum 100 Mbps symmetrical) to more than 3,000 unserved and underserved locations in Kendall County. The infrastructure will also extend services to more portions of the County to broaden its customer base.

The total construction cost for Phase 1 is approximately \$37 million. The remaining project funds will come from \$30 million revenue bonds issued by Fox Fiber, NFP. The intent is for the County to authorize Fox Fiber to act on behalf of the County to finance, construct and operate the project until such time as the debts are paid. The network would then become the property of the County, which could choose to continue to lease the network, operate by itself or take an alternative approach.

The intention is to extend services to more areas of the County in future project phases, which would require authorization by the County for Fox Fiber to issue additional debt. The County has no financial obligation to the network. Fox Fiber's bonds are being issued only on the projected revenue of the project.

Grant Agreements

The State of Illinois grants are administered through the Department of Commerce and Economic Opportunity. The County has two separate agreements, one for each ring of the project, for a total of \$15 million. The grant agreements outline specific reporting provisions and how the funds will be spent and reimbursed. The responsibilities for compliance with the grant agreements are shared with Fox Fiber, which then obligates Pivot Tech to the conditions of the grant to ensure compliance.

Approving Resolution

The Approving Resolution authorizes Fox Fiber as a 63-20 corporation to complete the project, including the issuance of revenue bonds. This also provides for the assets of Fox Fiber to become property of the County once the bonds are retired or otherwise fulfilled.

Comprehensive Development Agreement

The Comprehensive Development Agreement regulates the relationships between Fox Fiber and the County. The Comprehensive Development Agreement establishes project benchmarks on service, holds Fox Fiber accountable for the grant requirements, processes for reporting progress to the County, responsibilities of Fox Fiber in completing the project, and obligates the County's broadband grant funds to support the project.

Staff Recommendation:

Approval of the grant agreements, approving resolution and comprehensive development agreement.

Attachments:

1. Grant Agreement No. 24-031033 between the State of Illinois, Department of Commerce and Economic Opportunity and County of Kendall
2. Grant Agreement No.24-031065 between the State of Illinois, Department of Commerce and Economic Opportunity and County of Kendall
3. A resolution approving: (1) the establishment of a 63-20 relationship with Fox Fiber, NPF (Corporation"); (2) The issuance and sale of certain revenue bonds in one or more series by the corporation; (3) Certain documents and agreements relating to those revenue bonds and the project; (4) The acceptance of legal title to the project upon discharge or retirement of the bonds; (5) The authorization of the authorized officer of the County of

Kendall, Illinois to take certain actions in connection with the foregoing; and (6) The establishment of an effective date.

4. Comprehensive Development Agreement



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
County of Kendall**

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

COUNTY OF KENDALL

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Matt Kellogg

Printed Title: Kendall County Board Chairman

Email: mkellogg@kendallcountyil.gov

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

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

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **01/01/2025** and expires on **12/31/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$6,500,000.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

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

Variable Advance/Remainder based on cash needs/reimbursement (Not to Exceed 25% Advance)

The Grantor shall authorize an initial disbursement in an amount sufficient to address the Grantee's immediate cash needs according to their reported and Grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-35-2366 and the CSFA Name is Broadband Connect IL Rd 3. If applicable, the State Award Identification Number (SAIN) is 2366-48532.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **ES1SZWNDT9N5** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

3.2. Tax Identification Certification. Grantee certifies that: **366006598** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

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

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

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

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII LOBBYING

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XII AUDIT REQUIREMENTS

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

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

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If

Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

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

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

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

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

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

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. "For-Profit" Entities.

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

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

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

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

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

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

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

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

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

13.5. **Effects of Suspension and Termination.**

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

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

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

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

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

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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

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

ARTICLE XV NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

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

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

ARTICLE XVIII EQUIPMENT OR PROPERTY

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

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose.

Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

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

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies

available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

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

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

**ARTICLE XXII
MISCELLANEOUS**

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

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

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

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

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

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

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

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation,

federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

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

22.10. Precedence.

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

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

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

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

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

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

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:

Kendall County

SCOPE OF WORK

EXHIBIT A: PROJECT DESCRIPTION

The Grantee is a government entity located at 504 S. Main Street in Yorkville providing essential public services to residents in Kendall County.

This Grant-funded project will include a portion of the costs associated with bringing Fiber to the Premise (FTTP) broadband and/or fixed wireless (FW) services to unserved and underserved residents, businesses and community anchor institutions in parts of Kendall and Kane Counties. The network will provide speeds of 10 Gbps symmetrical to private network customers, 1 Gbps symmetrical to FTTP customers, and a minimum of 100 Mbps symmetrical to FW customers. The FW towers feature 5G NR radios and cover all KenCom EMS service areas, including all of Kendall County and parts of all neighboring counties. Each middle mile ring supports last-mile XGS-PON FTTP networks, as well as fiber connections to FW towers, ensuring serviceable locations in the project area have access to at least 100 Mbps symmetrical service. The project will be owned by Fox Fiber, a not-for-profit corporation established in compliance with IRS rule 63-20 on behalf of Kendall County. Fox Fiber maintains a comprehensive development agreement with the County to construct and finance the project in exchange for grant funds. Fox Fiber has contracted with Pivot Tech LLC to oversee the construction and operate the network until such time all debts are retired, and the network becomes property of Kendall County. The project will provide state-of-the-art broadband services built over approximately thirty-three and one half (33.5) miles of middle mile fiber including last mile fiber to approximately total locations made up of three hundred forty-eight (348) unserved and one hundred sixty-three (163) underserved premises either with a direct fiber connection where economically possible at 1 Gbps symmetrical or via a direct fiber connection to a FW base station that is capable of serving the premise at a minimum of 100 Mbps symmetrical. These premises are located in or near the community of Montgomery, Oswego, Plano and Yorkville. Specifically, this project will cover the following FCC Fabric v3.2 locations:

1117666245	1024782593	1024779975	1024780351	1024770595	1024778918
1024787367	1024782314	1024753771	1024779014	1024771231	1024778919
1024789467	1024782311	1024754178	1024779025	1024768581	1024778921
1024787436	1024779230	1024754191	1024779029	1024771223	1024778933
1024789519	1024778635	1024754183	1024778996	1024771227	1024778912

1024794044	1024778638	1024754189	1024780860	1024771051	1024778920
1024784852	1024778667	1024778493	1024778357	1024775076	1024778935
1024792872	1024778655	1024778505	1024780305	1024766729	1024778943
1024753328	1024778672	1024778507	1024780870	1024766730	1024778948
1024754079	1024778651	1024778503	1024780303	1024769269	1024778949
1024753682	1024778756	1024782577	1024780295	1024765859	1024778910
1024784241	1024778720	1024782579	1024780302	1024764099	1024778938
1024786070	1024778767	1024782592	1024757713	1024764102	1024778940
1024789498	1024778749	1024782597	1024771760	1024770774	1024778931
1024787814	1024778761	1024782646	1024771719	1024764098	1024778922
1024787818	1024782564	1024782647	1024768521	1024770771	1024778925
1024787838	1024779348	1024778496	1024768536	1024770776	1024778934
1024787844	1024780719	1024778504	1024768560	1024764093	1024778905
1024787847	1024780725	1024778487	1024768531	1024764101	1024778923
1024789503	1024774295	1024778501	1024768540	1024764104	1024778930
1024789463	1024773095	1024779310	1024768563	1024764096	1024778932
1024789464	1024774289	1024779308	1024768556	1024770765	1024778936
1024787816	1024753679	1024779300	1024768558	1024768526	1024778944
1024787824	1024753383	1024779307	1024768562	1024768519	1024778951
1024787827	1024753484	1024779309	1024768549	1024768515	1024778917
1024787833	1024753635	1024779305	1024768561	1024768539	1024778952
1024787841	1024753486	1024786067	1024768533	1024765924	1024778997
1024787843	1024753642	1024779301	1024768547	1024765956	1024779021
1024787852	1024755415	1024779311	1024768517	1024768535	1024779336
1024787840	1024756624	1024753916	1024768532	1024768516	1024779337
1024787857	1024753887	1024753917	1024768559	1024768576	1024779338
1024787859	1024753921	1024753918	1024768545	1024768537	1024779342
1024789470	1024771736	1024753765	1024768591	1024768599	1024779344
1024787842	1024760641	1024753767	1024768522	1024768608	1024779350
1024787853	1024760642	1024753764	1024768529	1024769793	1024779351
1024785531	1024771743	1024753770	1024768538	1024768030	1024779352
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1024794386	1024757193	1024753790	1024765934	1024769821	1024779340
1024792543	1024793506	1024778491	1024768524	1024768017	1024779343
1024787733	1024765507	1024778495	1024768527	1024770770	1024779345
1024782793	1024789149	1024778498	1024768543	1024770772	1024779346
1024782792	1024765287	1024778497	1024768550	1024770768	1024779347
1024782790	1024775407	1024778502	1024768553	1024770766	1024779353
1024782794	1024765743	1024778499	1024765948	1024770767	1024779333
1024782795	1024765755	1024783113	1024765955	1024770773	1024778995
1024782791	1024768024	1024783115	1024768523	1024753052	1024778998
1024778206	1024768041	1024783119	1024768530	1024752881	1024779011
1024780151	1024768012	1024783120	1024768528	1024752876	1024779003
1024780159	1024768032	1024778489	1024768534	1024752879	1024779006
1024781349	1024774260	1024778492	1024768541	1024752882	1024779013
1024781350	1024794898	1024778488	1024768546	1024752883	1024779019
1024781257	1024794899	1024778506	1024768551	1024752884	1024779026
1024778124	1024794900	1024783116	1024768565	1024760099	1024779001
1024780304	1024794903	1024783118	1024768566	1024760100	1024779027

1024778144	1024774249	1024782917	1024774523	1024778902	1024779005
1024782653	1024789143	1024782942	1024774529	1024778937	1024779008
1024782659	1024785507	1024782958	1024752570	1024778909	1024779009
1024782665	1024785505	1024780348	1024752578	1024778913	1024778992
1024782651	1024774255	1024777873	1024752581	1024778945	1024779010
1024782652	1024774271	1024777844	1024751888	1024778926	1024779024
1024782650	1024774298	1024782968	1024751900	1024779586	1024779615
1024782648	1024774256	1024777723	1024751951	1024779625	1024779608
1024782661	1024774259	1024777793	1024751952	1024779631	1024780702
1024782663	1024774181	1024777770	1024751970	1024779587	1024780705
1024782655	1024754027	1024777804	1024751934	1024779644	1024780724
1024782656	1024754022	1024783093	1024764196	1024779623	1024780699
1024782654	1024754024	1024779002	1024764176	1024780684	1024779600
1024782664	1024754028	1024779022	1024764235	1024780708	1024779598
1024777173	1024754023	1024780346	1024764236	1024779660	1024779590
1024780143	1024754034	1024779015	1024767247	1024780714	1024778508
1024780174	1024778490	1024778994	1024767258	1024779634	1024778924
1024780184	1024754033	1024778991	1024771066	1024779585	1015753776
1024782660	1024754025	1024779017	1024768577	1024779643	1015750034
1024782550	1024754026	1024779018	1024768604	1024778907	1015753769
1024782608	1024754031	1024778999	1024768578	1024778908	1015753775
1024782611	1024754032	1024779000	1024768579	1024778929	1015727474
1024782580	1024754029	1024779012	1024768602	1024779020	1015753774
1024782613	1024753769	1024777724	1024768603	1024778946	1015753777
1024782574	1024754030	1024780347	1024764368	1024778941	1015753778
1024779339	1024784789	1024780350	1024768589	1024753324	1015750031
1024778248	1024784792	1024780345	1024768580	1024778927	1015639170
1024782589	1024779976	1024780349	1024768588	1024779007	1015543914
1024782568	1024779302	1024778993	1024767933	1024779004	
1024782573	1024779303	1024779016	1024764355	1024778915	
1024782585	1024779304	1024779023	1024775104	1024778906	
1024782571	1024779974	1024779028	1024770162	1024778914	

Grant funds will include telecommunication Construction costs for middle-mile and last-mile infrastructure. Grant funds will also cover costs of items such as: Design/Engineering cost for planning of the network, Construction Management/Oversight costs for FTTP/FWA network connections, Contingency costs for FTTP/FWA network connections, and Equipment/Material/Labor costs for supplies. Matching funds will cover all remaining costs.

Specifically, Grant funds will include costs associated with the project as follows:

“Design/Engineering”- costs associated with permitting, crossings, and post-award design and implementation.

“Construction”- costs associated with laying fiber in conduit, burying drops to served locations, and installation of necessary external equipment.

“Construction Management/Oversight”- costs associated with the construction management for the middle mile ring and last-mile FTTP/FWA networks to connect un/underserved homes.

“Contingency”- costs associated with the contingency for the middle mile ring and last-mile FTTP/FWA networks to connect un/underserved homes.

“Equipment/Materials/Labor”- costs associated with the purchase and installation of bondable items such as:

Item	Quantity
Middle Mile Ring fiber optical cable (288-count) in underground 2" conduit including fiber mgmt enclosures (feet)	93,792
FTTP/FWA last mile fiber optic cable and conduit including fiber management enclosures (feet)	110,360
FWA Base-station Equipment including installation	10
Network termination equipment for FTTP Including drop and installation	135
Network termination equipment for FWA including installation	67

This project will benefit the public by providing broadband internet service. Through this connectivity, residents stand to benefit through access to remote work, remote learning, telehealth options, affordably priced internet service, and reliable emergency services. Having access to remote learning and work opens residents up to a wider scope of professional opportunities and decreases the need for them to relocate. Businesses in the county, including farms, will have the opportunity to improve their productivity, maintain uninterrupted daily operations, grow their online presence, reinforce their cybersecurity, and overall remain competitive in their respective industries. Providing state-of-the art, ubiquitous 5G FW services for first responders, precision agriculture, and countless other “smart” applications.

EXHIBIT B

DELIVERABLES OR MILESTONES

Within thirty (30) days of the execution of the Agreement, the Grantee will provide a detailed timeline of projected deliverables, which must be approved by Grantor. The timeline and any subsequent revisions shall be incorporated by reference into this Agreement. The timeline will be submitted in conjunction with the initial Periodic Performance Report (PPR). The timeline will be used to measure performance throughout the life of the Award and will be updated and reported on each PPR reporting due date.

1. **Administer the project.** Grantee will match the State's Connect Illinois investment to cover the remaining eligible expenditures in the project.
2. **Acquire, construct, install broadband infrastructure and provide access to broadband service** to all passings in the location as outlined in Exhibit A at service levels stated in Exhibit A, and with capability to scale to speeds of at least 100 megabits per second download and 100 megabits per second upload (100/100 Mbps). In addition, these passings will be:
 - a. served under the conditions and subject to pricing stated in the grant application
 - b. not denied last-mile network connectivity and/or service
 - c. served within a reasonable time period (typically, within 10 business days of request)
3. **Reporting & reimbursement:** Grantee will file required reports using form(s) provided by Illinois Office of Broadband. As part of this reporting, Grantee will send any requested mapping data updates to the state broadband mapping contractor, copying the Illinois Office of Broadband on the submission.

Schedule for reports is included in Section 40.3.

The Grantee must provide Project-level data for the following measures:

- Project technology type(s) (Planned/Actual)
 - o Fiber
 - o Coaxial Cable
 - o Terrestrial Fixed Wireless
 - o Other (specify)
- Total miles of fiber deployed (Planned/Actual)
- Total number of locations served (Planned/Actual)
 - o Total number of locations served, broken out by speeds:
 - o Total number of funded locations served, broken out by type (Planned/Actual):
 - Residential
 - Total Housing Units
 - Business
 - Community anchor institution
- Speed tiers offered and corresponding non-promotional prices, including associated fees, for each speed tier of broadband service.
- Confirmation that the provider is participating in the FCC's Affordable Connectivity Program (ACP) (Actual) [Applies only for States and territories]

For each location served by a Project, Grantee must submit:

- Latitude/longitude at the structure where service will be installed
- Technology used to offer service at the location

- Location Type
 - o Residential
 - If Residential, Number of Housing Units
 - o Business
 - o Community anchor institution
- Speed tier at the location pre-investment
 - o Below 25/3 Mbps
 - o 25/3 Mbps or greater but less than 100/20 Mbps
- Speed and latency at the location post-investment
 - o Maximum download speed offered
 - o Maximum download speed delivered
 - o Maximum upload speed offered.
 - o Maximum upload speed delivered
 - o Latency
- Standardized FCC Identifiers
 - o Fabric ID # (Broadband Serviceable Fabric Locations)
 - o FCC Issued Provider ID#

Project summary: Submit a project summary to the Illinois Office of Broadband detailing the work completed, with the final payment request for the period.

Final close-out report: Due 30 days after conclusion of grant contract period or conclusion of the project, whichever comes first. The final report will include sending an as-built map of the completed project area to the Illinois Office of Broadband mapping contractor, and a timeline for the implementation of a post-project survey of customers who are using the services provided via the grant project. The Illinois Office of Broadband will provide the final close-out report form to the Grantee to complete prior to the close-out visit/call, and will supply the post-project survey instrument.

4. **Keep financial records,** including properly executed contracts, invoices, receipts, vouchers, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures made pursuant to this Grant Agreement. Accounting methods must be in accordance with generally accepted accounting principles.
5. **Complete the project** in accordance with the approved budget within the time frame specified in this Grant Agreement.
6. **Promptly notify the Illinois Office of Broadband of any proposed material change** to the scope of the project, budget or completion date, which must be approved by the Illinois Office of Broadband, prior to implementation. A material change is defined as work not indicated in the budget and may result in the need for a contract amendment.
7. **Have on file the necessary documentation,** including payroll records, to show that all project funds have been used for the items stated in the application.
8. **Adhere to all other requirements in this Grant Agreement.**

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

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

GRANTEE CONTACT

Name: Matt Kellogg
Title: Kendall County Board Chairman
Address: 504 S. Main Street
Yorkville, IL 60560-5403

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Jaclyn Franke
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 111-222-3333
TTY#: (800) 785-6055
Email: jaclyn.franke@illinois.gov
Address:

GRANTEE CONTACT

Name: Christina Burns
Title: County Administrator
Address: 504 S. Main Street
Yorkville, IL 60560-5403
Phone: 630-553-4142
TTY#: N/A
Email: cburns@kendallcountyil.gov
Address:

GRANTEE DESIGNEES

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

Authorized Designee: Jennifer Breault
Authorized Designee Title: Finance and Budget Analyst
Authorized Designee Phone: 630-553-5500
Authorized Designee Email: jebreault@kendallcountyil.gov

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: Christina Burns
Authorized Designee Title: County Administrator
Authorized Designee Phone: 630-553-4142
Authorized Designee Email: cburns@kendallcountyil.gov

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Mofopefoluwa Oloyede
Email: mofopefoluwa.loyede@illinois.gov
Phone: 000-000-0000
Fax#: N/A

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

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Within thirty (30) days of the execution of the Agreement, the Grantee will incorporate project specific performance measures within the corresponding section of the Periodic Performance Report (PPR). The project specific performance measures will encompass the following standardized performance measures listed below.

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

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

EXHIBIT E

SPECIFIC CONDITIONS

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

Specific Conditions:

The result of the Grantee's Internal Control Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.302:

ICQ Section:	05- Audit (2 CFR 200.500)
Conditions:	Requires desk review of the status of implementation of corrective actions;
Timeframe:	When corrective action is complete.

Programmatic Risk Assessment (PRA)

PRA Section:	03 – Audit and Monitoring Finding:
Conditions:	Requires training on common State audit standards;
Timeframe:	One year;

PRA Section:	04- Ability to Effectively Implement Requirements:
Conditions:	Requires staff training on State requirements;
Timeframe:	Six months;

PART TWO – GRANTOR-SPECIFIC TERMS

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

ARTICLE XXIII AUTHORIZED SIGNATORY

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

ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

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

ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

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

ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

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

Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

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

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

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

- (a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
 - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;
 - (iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and
 - (iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated

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

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

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

ARTICLE XXIX

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

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

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

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

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

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

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

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

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

ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

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

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

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

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

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

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

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

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

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

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

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

**ARTICLE XXXIII
APPLICABLE STATUTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

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

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

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

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

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

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

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

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

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

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PART THREE – PROJECT-SPECIFIC TERMS

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

ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

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

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

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

July 2025

- Quarterly Periodic Financial Report (07/15/2025) - Covering Period of 01/01/2025 - 06/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/15/2025) - Covering Period of 01/01/2025 - 06/30/2025; Send To: Grant Manager

October 2025

- Quarterly Periodic Financial Report (10/15/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/15/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager

January 2026

- Quarterly Periodic Financial Report (01/15/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/15/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

April 2026

- Quarterly Periodic Financial Report (04/15/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/15/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager

July 2026

- Quarterly Periodic Financial Report (07/15/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/15/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager

October 2026

- Quarterly Periodic Financial Report (10/15/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/15/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager

January 2027

- Quarterly Periodic Financial Report (01/15/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/15/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager

February 2027

- End of grant Closeout Financial Report (02/15/2027) - Covering Period of 01/01/2025 - 12/31/2026; Send To: Grant Manager
- End of grant Closeout Performance Report (02/15/2027) - Covering Period of 01/01/2025 - 12/31/2026; Send To: Grant Manager

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

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

37.1. Bond Funded Awards. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines. Grantee is required to comply with, and is subject to, all requirements and all other related rules and guidance issued by Grantor, including, but not limited to the following:

(a) Recordkeeping Requirements.

(i) The Grantee is required to maintain, until December 31, 2031, adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to this Award. 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. Grantee is responsible for ensuring all contractors and subrecipients, if applicable, adhere to these records retention requirements.

(ii) Grantee agrees to provide or make available all records related to this Award to Grantor upon request, and to any authorized oversight body.

(b) Civil Rights Law Compliance.

In addition to the other non-discrimination and Civil Rights law compliance required in this Agreement, Grantee also certifies it is in full compliance with the terms and provisions of all legal requirements of the Treasury relating to non-discrimination and non-discriminatory use of federal funds. These requirements

include ensuring that Grantee does 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 (42 USC 2000d-1 et seq.) and the Treasury's implementing regulations, 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.) and the Treasury's implementing regulations, 31 CFR Part 28; and the Age Discrimination Act of 1975 (42 USC 6101 et seq.) and the Treasury's implementing regulations at 31 CFR Part 23.

(c) Labor.

A Grantee may provide a certification that, for the relevant Project, all laborers and mechanics employed by contractors and subcontractors in the performance of such Project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a Grantee must provide a project employment and local impact report detailing:

- The number of contractors and sub-contractors working on the Project;
- The number of employees on the Project hired directly and hired through a third party; • The wages and benefits of workers on the Project by classification; and
- Whether those wages are at rates less than those prevailing.

Recipients must maintain sufficient records to substantiate this information upon request.

(d) Reporting Requirements.

In addition to the reporting requirements set forth in this Agreement, Grantee shall submit obligation and expenditure data and performance indicators and project data as required by this section, in a format requested by Grantor.

- i) Quarterly Reporting. Grantee is required to report the following information with its quarterly report:

The Grantee must provide Project-level data for the following measures:

- Project technology type(s) (Planned/Actual)
 - o Fiber
 - o Coaxial Cable
 - o Terrestrial Fixed Wireless
 - o Other (specify)
- Total miles of fiber deployed (Planned/Actual)
- Total number of locations served (Planned/Actual)
 - o Total number of locations served, broken out by speeds:
 - Pre-Investment:
 - Number receiving less than 25/3 Mbps
 - Number receiving 25/3 Mbps or greater but less than 100/20 Mbps
 - Post-Investment (Planned/Actual):
 - Number receiving minimum 100/100 Mbps

- Number receiving minimum 100/20 Mbps and scalable to 100/100 Mbps
- o Total number of funded locations served, broken out by type (Planned/Actual):
 - Residential
 - Total Housing Units
 - Business
 - Community anchor institution
 - Speed tiers offered and corresponding non-promotional prices, including associated fees, for each speed tier of broadband service.
 - Confirmation that the provider is participating in the FCC's Affordable Connectivity

For each location served by a Project, Grantee submit:

- Latitude/longitude at the structure where service will be installed
- Technology used to offer service at the location
- Location Type
 - o Residential
 - If Residential, Number of Housing Units
 - o Business
 - o Community anchor institution
- Speed tier at the location pre-investment
 - o Below 25/3 Mbps
 - o 25/3 Mbps or greater but less than 100/20 Mbps
- Speed and latency at the location post-investment
 - o Maximum download speed offered
 - o Maximum download speed delivered
 - o Maximum upload speed offered.
 - o Maximum upload speed delivered
 - o Latency
- Standardized FCC Identifiers
 - o Fabric ID # (Broadband Serviceable Fabric Locations)
 - o FCC Issued Provider ID#

37.2. Compensation To The Grantee.

(a) Method of Compensation. The method of compensation shall be in accordance with the applicable State laws relative to such compensation by which the Grantor is governed. Grantee shall comply with direction issued by the Grantor as to procedures to be followed when requesting disbursement of Grant Funds. All payment requests submitted by the Grantee shall be reviewed by the Grantor to ensure that such requests are:

- (i) in accordance with the approved Award Budget;
- (ii) in accordance with the provisions of this Agreement and any special terms and conditions of approved funding requests. Any expenditure of Grant Funds which does not comply with these provisions will be subject to the enforcement remedies at 2 CFR 200.338.

(b) Grantor Review of Expenditures. When making a request for funding, the Grantee shall provide Grantor support documentation evidencing that the costs are allowable, necessary and reasonable in accordance with this Agreement and all applicable laws and regulations. Grantor will review such documentation prior to approving Grantee's requests for funds. However, the Grantee acknowledges that, because the Grantor's initial determination will be based solely on the Grantee's documentation and self-declarations and/or attestations, the Grantor's initial

determination shall not be considered a final acceptance or approval of the Award costs. Permissibility of all Award costs are subject to subsequent on-site monitoring reviews and/or audits of the Grantee's books and records as well as corresponding source documentation, including, but not limited to, detailed invoices received from and checks paid to external vendors for services provided during the course of the Award Term.

37.3. Funding Terms and Restrictions.

- (i) **Reimbursement Limitation.** The Grantee cannot be reimbursed for costs incurred in excess of the total approved Grant Budget. The Grantee may be reimbursed for costs exceeding amounts budgeted by specific cost categories only in accordance with provisions of Articles VI, XXXI and XXXIV.
- (ii) **Budget Modifications.** The Grantee should obtain approval prior to incurring expenditures which necessitate a change in the approved Grant Budget, unless permitted as a discretionary line item transfer pursuant to paragraphs 6.3 and 31.1 herein. The Grantor reserves the right to withhold funds for such expenditures until a revised Budget has been submitted by the Grantee and approved by the Grantor.
- (iii) **Overpayment.** In addition to the return of unspent Grant Funds at the end of the expiration of this Agreement pursuant to paragraph 4.2 herein, the Grantee agrees to repay the Grantor for any funds that are determined by the Grantor to have been spent improperly in accordance with applicable regulations or rules.
- (iv) **Supportive Services & Participant Support Costs.** If Grantor approves of Supportive Services as part of Grantee's Budget, costs must meet the basic considerations at 2 CFR 200.402 – 200.411.

37.4. Travel Regulations. Costs in accordance with 2 CFR 200.474 and the latest State of Illinois Travel Regulations or such reasonable travel policies approved and adopted by the Grantee are allowable for expenses for transportation, lodging, subsistence, and related items incurred by Grantee's employees who are in travel status on official business necessary to the grant program. If State of Illinois Travel Regulations are not followed by the Grantee, the Grantee must have on file its approved travel policy for reference by the Grantor, the Comptroller of the State of Illinois, Comptroller General of the United States, or any of their duly authorized representatives. Provided, however, that travel expenses which exceed limitations established by federal statute or regulation (including OMB circulars, etc.) applicable to this Agreement are not allowable costs under this Agreement. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the Grantee's written policies and procedures. See also 30 ILCS 708/30.

37.5. Reports Required. The Grantee shall submit programmatic and expenditure reports as required pursuant to written direction issued by the Grantor to the Grantee in Exhibit B.

37.6. Monitoring And Evaluation. Grantor will periodically monitor and evaluate programmatic activities and the financial records pursuant to this Agreement. The Grantee will be monitored for compliance with all applicable federal and State laws, regulations, and rules, and Grantor policies applicable to this Agreement. The Grantee's performance will be assessed to gauge its impact upon the target population and for the effective and efficient utilization of the funds.

37.7. Equipment and Property Management. The Grantee may not purchase nonexpendable personal property items exceeding \$5,000 without the Grantor's prior written approval. 2 CFR 200.439.

37.8. Managing Subawards and Subrecipients.

- (a) **Monitoring.** The Grantee is responsible for the monitoring of any approved subrecipient, ensuring that the terms and conditions of this Agreement are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this Award. 2 CFR 200.101(b)(1); 2 CFR 200.331. See also paragraph 17.2, herein.

(b) **Agreements.** Pursuant to paragraph 17.1 herein, Prior Approval by Grantor is required for all subcontracts and subawards entered into by Grantee related to this Award. The Grantee shall provide the Grantor with copies of all subaward and contractual agreements between the Grantee and all subrecipients and contractors related to the performance of this Award. Grantee shall provide these agreements to the Grantor prior to receiving its first funding disbursement. If Grantee enters into any subaward or contractual agreement(s) related to this Award during the Award Term, Grantee shall provide to Grantor such agreements within five (5) calendar days of full execution of the agreement(s).

37.9. **Procurement.** The Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.326 when purchasing goods and services using Grant Funds. Grantee shall ensure compliance with 2 CFR 200.322, if applicable, and must ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.326. In addition, Grantee must follow the procurement requirements at 2 CFR 200.319, which calls for free and open competition. Effective October 1, 2018, pursuant to Office of Management and Budget Memorandum M-18-18, dated June 20, 2018, the federal financial assistance awards threshold for micro-purchases increased to \$10,000 and the threshold for simplified acquisitions increased to \$250,000.

37.10. **Assurances.** The Grantee hereby assures and certifies that no part of the payments to be made by the Grantor to the Grantee under this Agreement are available to the Grantee under the terms of any other federal, State or local government grant or subsidy existing as of the date of this Agreement.

37.11. **Use of Real Property.** Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.12. **Projects Requiring External Sign-offs.**

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

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

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

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

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

(3) External Sign-Off Provisions:

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**
- d.) If external sign-offs are indicated in this paragraph 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

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

37.14. Compliance with Illinois Works Jobs Program Act. Grantee acknowledges that it is required to comply with all applicable requirements of the Illinois Works Jobs Program Act (30 ILCS 559/20-1 *et seq.*) (the "Act") for Awards made for public works projects as defined in the Act.

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

37.16. Compliance with the Employment of Illinois Workers on Public Works Act. In a period of excessive unemployment rates, Grantees (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State

funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.

**ARTICLE XXXVIII
BOND FUNDED GENERAL GRANT PROVISIONS**

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



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
County of Kendall**

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

COUNTY OF KENDALL

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Matt Kellogg

Printed Title: Kendall County Board Chairman

Email: mkellogg@kendallcountyil.gov

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

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

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **01/01/2025** and expires on **12/31/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$8,500,000.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

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

Variable Advance/Remainder based on cash needs/reimbursement (Not to Exceed 25% Advance)

The Grantor shall authorize an initial disbursement in an amount sufficient to address the Grantee's immediate cash needs according to their reported and Grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-35-2366 and the CSFA Name is Broadband Connect IL Rd 3. If applicable, the State Award Identification Number (SAIN) is 2366-48536.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **ES1SZWNDT9N5** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

3.2. Tax Identification Certification. Grantee certifies that: **366006598** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

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

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

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

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII LOBBYING

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XII AUDIT REQUIREMENTS

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

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

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If

Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

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

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

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

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

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

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. "For-Profit" Entities.

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

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

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

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

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

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

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

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

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

13.5. **Effects of Suspension and Termination.**

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

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

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

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

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

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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

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

ARTICLE XV NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

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

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

ARTICLE XVIII EQUIPMENT OR PROPERTY

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

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose.

Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

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

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies

available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

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

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

**ARTICLE XXII
MISCELLANEOUS**

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

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

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

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

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

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

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

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation,

federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

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

22.10. Precedence.

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

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

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

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

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

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

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

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EXHIBIT A**PROJECT DESCRIPTION**

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

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

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:**Kendall County****SCOPE OF WORK****EXHIBIT A: PROJECT DESCRIPTION**

The Grantee is a government entity located at 504 S. Main Street in Yorkville providing essential public services to residents in Kendall County.

This Grant-funded project will include a portion of the costs associated with bringing Fiber to the Premise (FTTP) broadband and/or fixed wireless (FW) services to unserved and underserved residents, businesses and community anchor institutions in parts of Kendall County. The network will provide speeds of 10 Gbps symmetrical to private network customers, 1 Gbps symmetrical to FTTP customers, and a minimum of 100 Mbps symmetrical to FW customers. The FW towers feature 5G NR radios and cover all KenCom EMS service areas, including all of Kendall County and parts of all neighboring counties. Each middle mile ring supports last-mile XGS-PON FTTP networks, as well as fiber connections to FW towers, ensuring serviceable locations in the project area have access to at least 100 Mbps symmetrical service. The project will be owned by Fox Fiber, a not-for-profit corporation established in compliance with IRS rule 63-20 on behalf of Kendall County. Fox Fiber maintains a comprehensive development agreement with the County to construct and finance the project in exchange for grant funds. Fox Fiber has contracted with Pivot Tech LLC to oversee the construction and operate the network until such time all debts are retired, and the network becomes property of Kendall County. The project will provide state-of-the-art broadband services built over approximately thirty-eight (38) miles of middle mile fiber including last mile fiber to approximately total locations made up of eight hundred ninety-nine (899) unserved and six hundred thirty-four (634) underserved premises either with a direct fiber connection where economically possible at 1 Gbps symmetrical or via a direct fiber connection to a FW base station that is capable of serving the premise at a minimum of 100 Mbps symmetrical. These premises are located in or near the communities of Yorkville, Plano, Milbrook, Newark, Millington, Lisbon, and Plattville. Specifically, this project will cover the following FCC Fabric v3.2 locations:

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1088161290	1024783214	1024789822	1024761742	1024762845	1024763038
1088161292	1024794689	1024789864	1024761740	1024762846	1024763030
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1088147825	1024783212	1024789850	1024761739	1024762756	1024763036
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Grant funds will include telecommunication Construction costs for middle-mile and last-mile infrastructure. Grant funds will also cover costs of items such as: Design/Engineering cost for planning of the network, Construction Management/Oversight costs for FTTP/FWA network connections, Contingency costs for FTTP/FWA network connections, and Equipment/Material/Labor costs for supplies. Matching funds will cover all remaining costs.

Specifically, Grant funds will include costs associated with the project as follows:

“Design/Engineering”- costs associated with permitting, crossings, and post-award design and implementation.

“Construction”- costs associated with laying fiber in conduit, burying drops to served locations, and installation of necessary external equipment.

“Construction Management/Oversight”- costs associated with the construction management for the middle mile ring and last-mile FTTP/FWA networks to connect un/underserved homes.

“Contingency”- costs associated with the contingency for the middle mile ring and last-mile FTTP/FWA networks to connect un/underserved homes.

“Equipment/Materials/Labor”- costs associated with the purchase and installation of bondable items such as:

Item	Quantity
Middle Mile Ring fiber optical cable (288-count) in underground 2" conduit including fiber mgmt enclosures (feet)	52,773
FTTP/FWA last mile fiber optic cable and conduit including fiber management enclosures (feet)	248,660
FWA Base-station Equipment including installation	15
Network termination equipment for FTTP Including drop and installation	256
Network termination equipment for FWA including installation	617

This project will benefit the public by providing broadband internet service. Through this connectivity, residents stand to benefit through access to remote work, remote learning, telehealth options, affordably priced internet service, and reliable emergency services. Having access to remote learning and work opens residents up to a wider scope of professional opportunities and decreases the need for them to relocate. Businesses in the county, including farms, will have the opportunity to improve their productivity, maintain uninterrupted daily operations, grow their online presence, reinforce their cybersecurity, and overall remain competitive in their respective industries. Providing state-of-the art, ubiquitous 5G FW services for first responders, precision agriculture, and countless other “smart” applications.

EXHIBIT B

DELIVERABLES OR MILESTONES

Within thirty (30) days of the execution of the Agreement, the Grantee will provide a detailed timeline of projected deliverables, which must be approved by Grantor. The timeline and any subsequent revisions shall be incorporated by reference into this Agreement. The timeline will be submitted in conjunction with the initial Periodic Performance Report (PPR). The timeline will be used to measure performance throughout the life of the Award and will be updated and reported on each PPR reporting due date.

1. **Administer the project.** Grantee will match the State's Connect Illinois investment to cover the remaining eligible expenditures in the project.
2. **Acquire, construct, install broadband infrastructure and provide access to broadband service** to all passings in the location as outlined in Exhibit A at service levels stated in Exhibit A, and with capability to scale to speeds of at least 100 megabits per second download and 100 megabits per second upload (100/100 Mbps). In addition, these passings will be:
 - a. served under the conditions and subject to pricing stated in the grant application
 - b. not denied last-mile network connectivity and/or service
 - c. served within a reasonable time period (typically, within 10 business days of request)
3. **Reporting & reimbursement:** Grantee will file required reports using form(s) provided by Illinois Office of Broadband. As part of this reporting, Grantee will send any requested mapping data updates to the state broadband mapping contractor, copying the Illinois Office of Broadband on the submission.

Schedule for reports is included in Section 40.3.

The Grantee must provide Project-level data for the following measures:

- Project technology type(s) (Planned/Actual)
 - o Fiber
 - o Coaxial Cable
 - o Terrestrial Fixed Wireless
 - o Other (specify)
- Total miles of fiber deployed (Planned/Actual)
- Total number of locations served (Planned/Actual)
 - o Total number of locations served, broken out by speeds:
 - o Total number of funded locations served, broken out by type (Planned/Actual):
 - Residential
 - Total Housing Units
 - Business
 - Community anchor institution
- Speed tiers offered and corresponding non-promotional prices, including associated fees, for each speed tier of broadband service.
- Confirmation that the provider is participating in the FCC's Affordable Connectivity Program (ACP) (Actual) [Applies only for States and territories]

For each location served by a Project, Grantee must submit:

- Latitude/longitude at the structure where service will be installed
- Technology used to offer service at the location

- Location Type
 - o Residential
 - If Residential, Number of Housing Units
 - o Business
 - o Community anchor institution
- Speed tier at the location pre-investment
 - o Below 25/3 Mbps
 - o 25/3 Mbps or greater but less than 100/20 Mbps
- Speed and latency at the location post-investment
 - o Maximum download speed offered
 - o Maximum download speed delivered
 - o Maximum upload speed offered.
 - o Maximum upload speed delivered
 - o Latency
- Standardized FCC Identifiers
 - o Fabric ID # (Broadband Serviceable Fabric Locations)
 - o FCC Issued Provider ID#

Project summary: Submit a project summary to the Illinois Office of Broadband detailing the work completed, with the final payment request for the period.

Final close-out report: Due 30 days after conclusion of grant contract period or conclusion of the project, whichever comes first. The final report will include sending an as-built map of the completed project area to the Illinois Office of Broadband mapping contractor, and a timeline for the implementation of a post-project survey of customers who are using the services provided via the grant project. The Illinois Office of Broadband will provide the final close-out report form to the Grantee to complete prior to the close-out visit/call, and will supply the post-project survey instrument.

4. **Keep financial records,** including properly executed contracts, invoices, receipts, vouchers, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures made pursuant to this Grant Agreement. Accounting methods must be in accordance with generally accepted accounting principles.
5. **Complete the project** in accordance with the approved budget within the time frame specified in this Grant Agreement.
6. **Promptly notify the Illinois Office of Broadband of any proposed material change** to the scope of the project, budget or completion date, which must be approved by the Illinois Office of Broadband, prior to implementation. A material change is defined as work not indicated in the budget and may result in the need for a contract amendment.
7. **Have on file the necessary documentation,** including payroll records, to show that all project funds have been used for the items stated in the application.
8. **Adhere to all other requirements in this Grant Agreement.**

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

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

GRANTEE CONTACT

Name: Matt Kellogg
Title: Kendall County Board Chairman
Address: 504 S. Main Street
Yorkville, IL 60560-5403

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Jaclyn Franke
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 111-222-3333
TTY#: (800) 785-6055
Email: jaclyn.franke@illinois.gov
Address:

GRANTEE CONTACT

Name: Christina Burns
Title: County Administrator
Address: 504 S. Main Street
Yorkville, IL 60560-5403
Phone: 630-553-4142
TTY#: N/A
Email: cburns@kendallcountyil.gov
Address:

GRANTEE DESIGNEES

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

Authorized Designee: Jennifer Breault
Authorized Designee Title: Finance and Budget Analyst
Authorized Designee Phone: 630-553-5500
Authorized Designee Email: jebreault@kendallcountyil.gov

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: Christina Burns
Authorized Designee Title: County Administrator
Authorized Designee Phone: 630-553-4142
Authorized Designee Email: cburns@kendallcountyil.gov

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Mofopefoluwa Oloyede
Email: mofopefoluwa.loyede@illinois.gov
Phone: 000-000-0000
Fax#: N/A

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

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Within thirty (30) days of the execution of the Agreement, the Grantee will incorporate project specific performance measures within the corresponding section of the Periodic Performance Report (PPR). The project specific performance measures will encompass the following standardized performance measures listed below.

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

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

EXHIBIT E

SPECIFIC CONDITIONS

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

Specific Conditions:

The result of the Grantee's Internal Control Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.302:

ICQ Section:	05- Audit (2 CFR 200.500)
Conditions:	Requires desk review of the status of implementation of corrective actions;
Timeframe:	When corrective action is complete.

Programmatic Risk Assessment (PRA)

PRA Section:	03 – Audit and Monitoring Finding:
Conditions:	Requires training on common State audit standards;
Timeframe:	One year;

PRA Section:	04- Ability to Effectively Implement Requirements:
Conditions:	Requires staff training on State requirements;
Timeframe:	Six months;

PART TWO – GRANTOR-SPECIFIC TERMS

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

ARTICLE XXIII AUTHORIZED SIGNATORY

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

ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

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

ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

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

ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

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

Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

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

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

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

- (a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
 - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;
 - (iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and
 - (iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated

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

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

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

ARTICLE XXIX

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

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

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

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

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

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

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

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

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

ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

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

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

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

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

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

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

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

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

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

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

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

**ARTICLE XXXIII
APPLICABLE STATUTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

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

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

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

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

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

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

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

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

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

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PART THREE – PROJECT-SPECIFIC TERMS

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

ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

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

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

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

July 2025

- Quarterly Periodic Financial Report (07/15/2025) - Covering Period of 01/01/2025 - 06/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/15/2025) - Covering Period of 01/01/2025 - 06/30/2025; Send To: Grant Manager

October 2025

- Quarterly Periodic Financial Report (10/15/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/15/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager

January 2026

- Quarterly Periodic Financial Report (01/15/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/15/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

April 2026

- Quarterly Periodic Financial Report (04/15/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/15/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager

July 2026

- Quarterly Periodic Financial Report (07/15/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/15/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager

October 2026

- Quarterly Periodic Financial Report (10/15/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/15/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager

January 2027

- Quarterly Periodic Financial Report (01/15/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/15/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager

February 2027

- End of grant Closeout Financial Report (02/15/2027) - Covering Period of 01/01/2025 - 12/31/2026; Send To: Grant Manager
- End of grant Closeout Performance Report (02/15/2027) - Covering Period of 01/01/2025 - 12/31/2026; Send To: Grant Manager

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

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

37.1. Bond Funded Awards. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines. Grantee is required to comply with, and is subject to, all requirements and all other related rules and guidance issued by Grantor, including, but not limited to the following:

(a) Recordkeeping Requirements.

(i) The Grantee is required to maintain, until December 31, 2031, adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to this Award. 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. Grantee is responsible for ensuring all contractors and subrecipients, if applicable, adhere to these records retention requirements.

(ii) Grantee agrees to provide or make available all records related to this Award to Grantor upon request, and to any authorized oversight body.

(b) Civil Rights Law Compliance.

In addition to the other non-discrimination and Civil Rights law compliance required in this Agreement, Grantee also certifies it is in full compliance with the terms and provisions of all legal requirements of the Treasury relating to non-discrimination and non-discriminatory use of federal funds. These requirements

include ensuring that Grantee does 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 (42 USC 2000d-1 et seq.) and the Treasury's implementing regulations, 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.) and the Treasury's implementing regulations, 31 CFR Part 28; and the Age Discrimination Act of 1975 (42 USC 6101 et seq.) and the Treasury's implementing regulations at 31 CFR Part 23.

(c) Labor.

A Grantee may provide a certification that, for the relevant Project, all laborers and mechanics employed by contractors and subcontractors in the performance of such Project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a Grantee must provide a project employment and local impact report detailing:

- The number of contractors and sub-contractors working on the Project;
- The number of employees on the Project hired directly and hired through a third party;
- The wages and benefits of workers on the Project by classification; and
- Whether those wages are at rates less than those prevailing.

Recipients must maintain sufficient records to substantiate this information upon request.

(d) Reporting Requirements.

In addition to the reporting requirements set forth in this Agreement, Grantee shall submit obligation and expenditure data and performance indicators and project data as required by this section, in a format requested by Grantor.

- i) Quarterly Reporting. Grantee is required to report the following information with its quarterly report:

The Grantee must provide Project-level data for the following measures:

- Project technology type(s) (Planned/Actual)
 - o Fiber
 - o Coaxial Cable
 - o Terrestrial Fixed Wireless
 - o Other (specify)
- Total miles of fiber deployed (Planned/Actual)
- Total number of locations served (Planned/Actual)
 - o Total number of locations served, broken out by speeds:
 - Pre-Investment:
 - Number receiving less than 25/3 Mbps
 - Number receiving 25/3 Mbps or greater but less than 100/20 Mbps
 - Post-Investment (Planned/Actual):
 - Number receiving minimum 100/100 Mbps

- Number receiving minimum 100/20 Mbps and scalable to 100/100 Mbps
- o Total number of funded locations served, broken out by type (Planned/Actual):
 - Residential
 - Total Housing Units
 - Business
 - Community anchor institution
 - Speed tiers offered and corresponding non-promotional prices, including associated fees, for each speed tier of broadband service.
 - Confirmation that the provider is participating in the FCC's Affordable Connectivity

For each location served by a Project, Grantee submit:

- Latitude/longitude at the structure where service will be installed
- Technology used to offer service at the location
- Location Type
 - o Residential
 - If Residential, Number of Housing Units
 - o Business
 - o Community anchor institution
- Speed tier at the location pre-investment
 - o Below 25/3 Mbps
 - o 25/3 Mbps or greater but less than 100/20 Mbps
- Speed and latency at the location post-investment
 - o Maximum download speed offered
 - o Maximum download speed delivered
 - o Maximum upload speed offered.
 - o Maximum upload speed delivered
 - o Latency
- Standardized FCC Identifiers
 - o Fabric ID # (Broadband Serviceable Fabric Locations)
 - o FCC Issued Provider ID#

37.2. Compensation To The Grantee.

(a) Method of Compensation. The method of compensation shall be in accordance with the applicable State laws relative to such compensation by which the Grantor is governed. Grantee shall comply with direction issued by the Grantor as to procedures to be followed when requesting disbursement of Grant Funds. All payment requests submitted by the Grantee shall be reviewed by the Grantor to ensure that such requests are:

- (i) in accordance with the approved Award Budget;
- (ii) in accordance with the provisions of this Agreement and any special terms and conditions of approved funding requests. Any expenditure of Grant Funds which does not comply with these provisions will be subject to the enforcement remedies at 2 CFR 200.338.

(b) Grantor Review of Expenditures. When making a request for funding, the Grantee shall provide Grantor support documentation evidencing that the costs are allowable, necessary and reasonable in accordance with this Agreement and all applicable laws and regulations. Grantor will review such documentation prior to approving Grantee's requests for funds. However, the Grantee acknowledges that, because the Grantor's initial determination will be based solely on the Grantee's documentation and self-declarations and/or attestations, the Grantor's initial

determination shall not be considered a final acceptance or approval of the Award costs. Permissibility of all Award costs are subject to subsequent on-site monitoring reviews and/or audits of the Grantee's books and records as well as corresponding source documentation, including, but not limited to, detailed invoices received from and checks paid to external vendors for services provided during the course of the Award Term.

37.3. Funding Terms and Restrictions.

- (i) **Reimbursement Limitation.** The Grantee cannot be reimbursed for costs incurred in excess of the total approved Grant Budget. The Grantee may be reimbursed for costs exceeding amounts budgeted by specific cost categories only in accordance with provisions of Articles VI, XXXI and XXXIV.
- (ii) **Budget Modifications.** The Grantee should obtain approval prior to incurring expenditures which necessitate a change in the approved Grant Budget, unless permitted as a discretionary line item transfer pursuant to paragraphs 6.3 and 31.1 herein. The Grantor reserves the right to withhold funds for such expenditures until a revised Budget has been submitted by the Grantee and approved by the Grantor.
- (iii) **Overpayment.** In addition to the return of unspent Grant Funds at the end of the expiration of this Agreement pursuant to paragraph 4.2 herein, the Grantee agrees to repay the Grantor for any funds that are determined by the Grantor to have been spent improperly in accordance with applicable regulations or rules.
- (iv) **Supportive Services & Participant Support Costs.** If Grantor approves of Supportive Services as part of Grantee's Budget, costs must meet the basic considerations at 2 CFR 200.402 – 200.411.

37.4. Travel Regulations. Costs in accordance with 2 CFR 200.474 and the latest State of Illinois Travel Regulations or such reasonable travel policies approved and adopted by the Grantee are allowable for expenses for transportation, lodging, subsistence, and related items incurred by Grantee's employees who are in travel status on official business necessary to the grant program. If State of Illinois Travel Regulations are not followed by the Grantee, the Grantee must have on file its approved travel policy for reference by the Grantor, the Comptroller of the State of Illinois, Comptroller General of the United States, or any of their duly authorized representatives. Provided, however, that travel expenses which exceed limitations established by federal statute or regulation (including OMB circulars, etc.) applicable to this Agreement are not allowable costs under this Agreement. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the Grantee's written policies and procedures. See also 30 ILCS 708/30.

37.5. Reports Required. The Grantee shall submit programmatic and expenditure reports as required pursuant to written direction issued by the Grantor to the Grantee in Exhibit B.

37.6. Monitoring And Evaluation. Grantor will periodically monitor and evaluate programmatic activities and the financial records pursuant to this Agreement. The Grantee will be monitored for compliance with all applicable federal and State laws, regulations, and rules, and Grantor policies applicable to this Agreement. The Grantee's performance will be assessed to gauge its impact upon the target population and for the effective and efficient utilization of the funds.

37.7. Equipment and Property Management. The Grantee may not purchase nonexpendable personal property items exceeding \$5,000 without the Grantor's prior written approval. 2 CFR 200.439.

37.8. Managing Subawards and Subrecipients.

- (a) **Monitoring.** The Grantee is responsible for the monitoring of any approved subrecipient, ensuring that the terms and conditions of this Agreement are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this Award. 2 CFR 200.101(b)(1); 2 CFR 200.331. See also paragraph 17.2, herein.

(b) **Agreements.** Pursuant to paragraph 17.1 herein, Prior Approval by Grantor is required for all subcontracts and subawards entered into by Grantee related to this Award. The Grantee shall provide the Grantor with copies of all subaward and contractual agreements between the Grantee and all subrecipients and contractors related to the performance of this Award. Grantee shall provide these agreements to the Grantor prior to receiving its first funding disbursement. If Grantee enters into any subaward or contractual agreement(s) related to this Award during the Award Term, Grantee shall provide to Grantor such agreements within five (5) calendar days of full execution of the agreement(s).

37.9. **Procurement.** The Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.326 when purchasing goods and services using Grant Funds. Grantee shall ensure compliance with 2 CFR 200.322, if applicable, and must ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.326. In addition, Grantee must follow the procurement requirements at 2 CFR 200.319, which calls for free and open competition. Effective October 1, 2018, pursuant to Office of Management and Budget Memorandum M-18-18, dated June 20, 2018, the federal financial assistance awards threshold for micro-purchases increased to \$10,000 and the threshold for simplified acquisitions increased to \$250,000.

37.10. **Assurances.** The Grantee hereby assures and certifies that no part of the payments to be made by the Grantor to the Grantee under this Agreement are available to the Grantee under the terms of any other federal, State or local government grant or subsidy existing as of the date of this Agreement.

37.11. **Use of Real Property.** Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.12. **Projects Requiring External Sign-offs.**

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

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

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

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

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

(3) External Sign-Off Provisions:

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**
- d.) If external sign-offs are indicated in this paragraph 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

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

37.14. Compliance with Illinois Works Jobs Program Act. Grantee acknowledges that it is required to comply with all applicable requirements of the Illinois Works Jobs Program Act (30 ILCS 559/20-1 *et seq.*) (the "Act") for Awards made for public works projects as defined in the Act.

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

37.16. Compliance with the Employment of Illinois Workers on Public Works Act. In a period of excessive unemployment rates, Grantees (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State

funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.

**ARTICLE XXXVIII
BOND FUNDED GENERAL GRANT PROVISIONS**

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

RESOLUTION NO. [_____]

A RESOLUTION APPROVING: (1) THE ESTABLISHMENT OF A 63-20 RELATIONSHIP WITH FOX FIBER, NFP (“CORPORATION”); (2) THE ISSUANCE AND SALE OF CERTAIN REVENUE BONDS IN ONE OR MORE SERIES BY THE CORPORATION; (3) CERTAIN DOCUMENTS AND AGREEMENTS RELATING TO THOSE REVENUE BONDS AND THE PROJECT; (4) THE ACCEPTANCE OF LEGAL TITLE TO THE PROJECT UPON DISCHARGE OR RETIREMENT OF THE BONDS; (5) THE AUTHORIZATION OF THE AUTHORIZED OFFICER OF THE COUNTY OF KENDALL, ILLINOIS TO TAKE CERTAIN ACTIONS IN CONNECTION WITH THE FOREGOING; AND (6) THE ESTABLISHMENT OF AN EFFECTIVE DATE.

WHEREAS, on April 25, 2023, the County of Kendall (the “Sponsor” or “County”) issued a Request for Proposal titled “Public-Private Partnership in Providing Fiber to the Home and Internet Services” (the “Solicitation”) seeking certain services in connection with a project designed to expand fiber optic connectivity throughout the County;

WHEREAS, Pivot Tech Development Inc., a Delaware corporation, in conjunction with its consortium partners (Aecon Construction US, Inc., Ciena, Inc., Flexnode, Inc., Mobia, Inc., and Widelity, Inc.) (collectively “Pivot”), responded with a proposal dated June 14, 2023 (the “Proposal”), and Pivot was selected by the Sponsor as the best proposal in response to the Solicitation;

WHEREAS, the Sponsor with the assistance of Pivot submitted grant applications (collectively, the “Grant Application”) to the State of Illinois “Connect Illinois” Grant Program Round 3 (as has been amended, supplemented and resubmitted to and through the date hereof) the State of Illinois, by and through the Department of Commerce and Economic Opportunity and the Illinois Office of Broadband, awarded the Sponsor two grants (collectively, the “Grant”) in the aggregate amount of \$15,000,000 (the “Grant Funds”) to fund certain components of the Project (as described herein);

WHEREAS, the Sponsor will enter into one or more agreements with the State of Illinois Department of Commerce and Economic Opportunity (collectively the “Grant Agreement”), under which the Sponsor will reimburse the Corporation (as defined herein) for certain costs of the Project that are requisitioned by the Corporation upon satisfactory completion of certain components of the Project for which the Grant Funds were awarded;

WHEREAS, to provide financing for those costs of the Project that will not be funded with the Grant Funds, Fox Fiber, NFP, an Illinois not-for profit corporation (the “Corporation”), has been organized as an on behalf instrumentality of the Sponsor (within the meaning of the U.S. Internal Revenue Service Revenue Ruling 63-20, Revenue Procedure 82-26, and any subsequent revision of such IRS guidance (“IRS Guidance”)) for the sole purpose of financing a portion of the acquisition, construction, equipping and installation of the Project through the issuance of its revenue bonds in an aggregate principal amount not to exceed \$31,500,000 (the “Bonds”); and

WHEREAS, the Sponsor and the Corporation have agreed that the Bonds shall be issued by the Corporation as an on behalf instrumentality of the Sponsor solely within the meaning of the IRS Guidance:

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF KENDALL, ILLINOIS:

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of Section 5-1005 of the Counties Code of the State of Illinois, as amended (the “Code”).

Section 2. Findings. It is hereby ascertained, determined, and declared as follows:

A. The Sponsor is authorized by the Code to make all contracts and do all other acts in relation to the Project and concerns of the County necessary to the exercise of its corporate powers.

B. The Corporation desires to undertake the Project on behalf of the Sponsor, as more specifically described in Exhibit A attached hereto (with such deletions, substitutions and additions as may be approved by the Authorized Officer (as defined herein) of the Sponsor), and to finance a portion of the Project with revenue bonds issued by the Corporation in an aggregate principal amount not to exceed \$31,500,000 (the “Bonds”). Accordingly, the Sponsor desires to indicate to the Corporation its intentions in this respect in order to induce the Corporation to proceed with the acquisition, construction, equipping and installation of the Project and to incur expenses for the Project and its financing and by this Resolution to take affirmative official action toward the approval of such Bonds all within the meaning of and pursuant to the IRS Guidance.

C. The Project is a project authorized to be undertaken by the Sponsor pursuant to the Code, and the Project is determined by this County Board of the County of Kendall, Illinois (the “County Board”) to be necessary and beneficial to the Sponsor, its citizens and the community served by the Sponsor.

D. Adequate provision will be made by the Corporation under the provisions of the Financing Documents (as defined below) for the acquisition, construction, equipping and installation of the Project, and for the payment of the principal and premium, if any, and interest on the Bonds herein authorized to be issued.

E. The principal of and premium, if any, and interest on the Bonds and all payments required under the Financing Documents shall be payable solely from Revenues (as defined in the Resolution described below), which are revenues and receipts from or in connection with the operation of the Project by the Corporation. The Corporation shall not be required to pay the same from any other funds of the Corporation or from any funds or property of the Sponsor, and such Bonds shall not constitute a lien upon any property owned by the Corporation or the Sponsor except the Project, all in the manner provided in the Financing Documents.

F. The payments to be made by the Corporation to the Trustee from Revenues

derived from the operation of the Project pursuant to the Financing Documents will be sufficient to pay all principal of, interest on and premium, if any, for the Bonds, and to make all other payments required by the Financing Documents.

G. The Bonds shall not constitute a debt or obligation of the Sponsor for any purposes under the Illinois Constitution, the Code or any other applicable statutes, and the Sponsor shall have no responsibility directly or indirectly for the repayment of the Bonds, the payment of any costs required under the Financing Documents, or the payment of any costs associated with the Project, other than those costs the Sponsor agreed to pay pursuant the Predevelopment Agreement between the Sponsor and Pivot-Tech Development, Inc., dated May 7, 2024, which costs remain reimbursable pursuant to the Predevelopment Agreement.

H. As a condition of issuing the Bonds, the Corporation will require the approving opinion by Miller, Canfield, Paddock and Stone, P.L.C., as bond counsel, to the effect that the interest income on the bonds will be excludable from gross income of the holders thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder.

Section 3. Authorized Officer of the Sponsor. The County Board hereby authorizes the Chairman or his or her designee (the “Authorized Officer”), to take all actions on behalf of the Sponsor necessary to facilitate the construction, installation and financing of the Project as described herein.

Section 4. Financing of the Project Approved. The financing of the acquisition, construction, equipping and installation of the Project by the Corporation in the manner described herein is hereby approved within the meaning of the IRS Guidance.

Section 5. Approval of Relationship with Corporation. The establishment and maintenance of a relationship between the Sponsor and the Corporation complying with the provisions of the IRS Guidance, is hereby approved. The Sponsor hereby covenants to take all actions necessary to ensure that the terms of such relationship are maintained and complied with as set forth in the IRS Guidance so long as the Bonds are outstanding.

Section 6. Approval of Corporation Purposes and Activities. Within the meaning of the IRS Guidance, the Sponsor hereby approves the following purposes and activities of the Corporation: the financing, acquisition, construction, equipping, installation, ownership and operation, of the Project by the Corporation as set forth in this Resolution.

Section 7. Approval of Issuance and Sale of Bonds. The issuance and sale of the Bonds of the Corporation to be designated as set forth in the Resolution (as defined below), is hereby approved within the meaning of the IRS Guidance in an aggregate principal amount not exceeding \$31,500,000, upon the terms and in the form and manner to be described in the Resolution, and engaging the parties identified in Exhibit B to provide certain professional services is approved.

Section 8. Approval of Financing Documents. As security for the payment of the principal, premium, if any, and interest on the Bonds and to provide for the acquisition,

construction, equipping, and installation of the Project and the issuance and sale of the Bonds, a General Bond Resolution (the “Resolution”) and other necessary or appropriate agreements, instruments, certificates and documents relating thereto, including, without limitation, a Bond Purchase Agreement (awarding sale of the Bonds to an underwriter to be selected by the Corporation), a Continuing Disclosure Agreement, a Preliminary Limited Offering Memorandum and a final Limited Offering Memorandum (collectively, the “Financing Documents”), each in substantially the forms as submitted to the Board at this meeting, with such changes in form or substance as the Authorized Officer may hereafter approve, are hereby approved by the Sponsor within the meaning of the IRS Guidance. For purposes of the IRS Guidance, the Sponsor does hereby approve in said Financing Documents the terms, conditions, covenants, rights, obligations, duties and agreements to and for the benefit of the holders of the Bonds, the Corporation and the trustee for the Bonds (the “Trustee”).

Section 9. Approval of Execution and Delivery of the Comprehensive Development Agreement. A comprehensive development agreement to be entered into between the Sponsor and the Corporation (the “Comprehensive Development Agreement”), is hereby authorized and approved in substantially the form of the Comprehensive Development Agreement submitted to the Board at this meeting.

Section 10. Approval of Execution and Delivery of the Grant Agreement. The Grant Agreement to be entered into between the Sponsor and the State, is hereby authorized and approved in substantially the form of the Grant Agreement submitted to the Board at this meeting.

Section 11. Agreement to Accept Title to Project; Inducement. In order to induce the Corporation to construct, install, finance, own and operate (if necessary or desired) the Project and incur expenses for the initiation of the Project and financing thereof, the Sponsor hereby consents to and shall accept title to the real and personal property constituting the Project (and any additions thereto) upon retirement or discharge of the Bonds in a manner consistent with the IRS Guidance.

Section 12. No Personal Liability. No covenants, stipulations, obligation or agreement herein contained in this Resolution or the Financing Documents shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the Sponsor or its governing body in his individual capacity, and neither the members, agents or employees of the Sponsor nor any official executing any such document shall be liable personally thereon or be subject to any personal liability or accountability by reason of the transaction hereby approved.

Section 13. No Third Party Beneficiaries. Except as otherwise expressly provided in this Resolution or in the Financing Documents, nothing in this Resolution or in the Financing Documents, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation (other than the Corporation), the holders of the Bonds of the Trustee, any right or claim, legal or equitable, under and by reason of this Resolution or any provision thereof or of the Financing Documents.

Section 14. Prerequisites Performed. All acts, conditions and things relating to the

construction and installation of the Project, the issuance and sales of the Bonds and the execution of the Financing Documents, required by the Constitution or laws of the State of Illinois, including the Code, to happen, exist, and be performed by the Sponsor precedent to such events, have happened, exist and have been or will be performed as so required.

Section 15. General Authority. The members of the Sponsor and its officers, attorneys, engineers or other agents or employees are hereby authorized to do all acts and things required of them by this Resolution and the Financing Documents, or desirable or consistent with the requirements hereof or of such documents, for the full punctual and complete performance of all the terms, covenants and agreements contained in such Financing Documents and this Resolution.

Section 16. Authorization of All Other Necessary Action. The Authorized Officer of the Sponsor is authorized and empowered to take any and all action necessary or convenient to perform the duties and obligations in connection with the Project as contemplated herein on behalf of the Sponsor.

Section 17. Severability of Invalid Provisions. If any of the covenants, agreement or provisions contained herein or in any of the Financing Documents shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenant, agreement or provision shall be null and void, shall be deemed separable from the remaining covenants, agreements or provisions of this Resolution and the Financing Documents, and shall in no way affect the validity of any of the other provisions hereof or thereof.

Section 18. Effective Date. This Resolution shall take effect immediately upon its adoption this ____ day of _____, 2025.

THE COUNTY OF KENDALL, ILLINOIS

By: _____
County Board Chairman

ATTEST:

By: _____
County Clerk

EXHIBIT A

DESCRIPTION OF PROJECT

The financing a portion of the design, development, acquisition, installation, maintenance and operation (the “Project”) of a middle mile broadband access ring and a last mile broadband network through interconnected fiber rings and fixed fiber and wireless access to offer service throughout the whole County and areas in surrounding counties (the “Network”). The Project may include acquisition of land, equipment, and existing infrastructure, site development, construction, improvement, extension, betterment, addition, alteration, reconstruction, extraordinary repair, equipping or reequipping of or to the Network, and the associated land, facilities and equipment, or any combination of the foregoing, pursuant to the terms of a Comprehensive Development Agreement, by and between the Corporation and the County.

EXHIBIT B

INTERESTED PARTIES

Issuer/Borrower:	Fox Fiber, NFP, an Illinois not-for profit corporation
Special Counsel to Corporation:	Miller, Canfield, Paddock and Stone, P.L.C.
Sponsor:	County of Kendall, Illinois
Sponsor's Counsel:	Taft Stettinius & Hollister, LLP
Bond Counsel:	Miller, Canfield, Paddock and Stone, P.L.C.
Underwriter:	Municipal Capital Markets Group, Inc.
Underwriter's Counsel:	McCarter & English, LLP
Trustee:	Zions Bancorporation, National Association

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COMPREHENSIVE DEVELOPMENT AGREEMENT

This COMPREHENSIVE DEVELOPMENT AGREEMENT (this “Agreement”), dated as of the [] day of [], 2025 (the “Effective Date”), is entered into between the County of Kendall, Illinois, a body politic of the State of Illinois (the “County”) and Fox Fiber, NFP (the “Company”), an nonprofit corporation organized and existing under the laws of the State of Illinois.

WITNESSETH:

WHEREAS, on April 25, 2023, the County issued a Request for Proposal titled “Public-Private Partnership in Providing Fiber to the Home and Internet Services” (the “Solicitation”), which is attached hereto as Exhibit A, seeking certain services in connection with a project designed to expand fiber optic connectivity throughout the County;

WHEREAS, Pivot-Tech Development, Inc. (“Pivot”), in conjunction with its consortium partners (Aecon Construction US, Inc., Ciena, Inc., Flexnode, Inc., Mobia, Inc., and Widelity, Inc.) (collectively “Pivot Team”), responded with a proposal dated June 14, 2023 (the “Proposal”), which is attached hereto as Exhibit B, and the Pivot Team was selected by the County as the best proposal in response to the Solicitation;

WHEREAS, the County with the assistance of Pivot submitted grant applications (collectively, the “Grant Application”) to the State of Illinois “Connect Illinois” Grant Program Round 3, and on June 7, 2024 (as has been amended, supplemented and resubmitted to and through the date hereof) the State of Illinois, by and through the Department of Commerce and Economic Opportunity and the Illinois Office of Broadband, awarded the County two grants (collectively, the “Grant”) in the aggregate amount of \$15,000,000 (the “Grant Funds”) to fund the development and installation of the Ring 1 and Ring 3 components of the Project;

WHEREAS, the County has or will enter into an agreement with the State of Illinois Department of Commerce and Economic Opportunity (the “Grant Agreement”), a copy of which is attached hereto as Exhibit C and incorporated by reference herein;

WHEREAS, the County will assign to the Company, or will otherwise utilize the Grant Funds to reimburse the Company for certain costs of the Project that are requisitioned by the Company upon satisfactory completion of those components of the Project for which the Grant Funds were awarded;

WHEREAS, the County and Pivot entered into a Predevelopment Agreement, dated May 7, 2024, (the “Predevelopment Agreement”), attached hereto as Exhibit I, setting forth certain responsibilities and obligations of the County and Pivot for the specified predevelopment services set forth therein, and pursuant to the Predevelopment Agreement and in furtherance of the Project;

WHEREAS, the Company may enter into contracts with Pivot and/or the Pivot Team to carry out its obligations under this Agreement to engineer, procure and construct the Project (“EPC

Agreement”), pursuant to which certain construction obligations may be further subcontracted for by Pivot and/or the Pivot Team (“Construction Agreement”);

WHEREAS, the County has determined that the public interest of its residents requires that it, from time to time, define and implement governmental services, programs and initiatives necessary to provide services for public uses and purposes, and as such the County has determined to provide the Service (as defined herein) to its residents, and desires for the Company to undertake the design, development, installation and operation of the Project, and the Company agrees and accepts the obligation to design, develop, install and operate the Project, and will contract with Pivot to satisfy its obligation to design, develop, install and operate the Project, pursuant to the Project Requirements, as further set forth in this Agreement;

WHEREAS, to provide tax-exempt financing for those costs of the Project that will not be funded with the Grant Funds, the Company has been organized as an Illinois nonprofit corporation and on behalf instrumentality of the County (within the meaning of the U.S. Internal Revenue Service Revenue Ruling 63-20, Revenue Procedure 82-26, and any subsequent revision of such IRS guidance), for the purpose of financing a portion of the design, development, installation and operation of the Project through the issuance of its tax-exempt revenue bonds (“Bonds”), and title to the Project will vest in the County upon discharge of the Bonds within the meaning of the General Bond Resolution adopted by the Company on June 6, 2025 (the “General Resolution”) and a Supplemental Bond Resolution adopted by the Company on [____], 2025 (collectively, the “Resolution”);

WHEREAS, the organization of the Company and the proposed issuance of the Bonds to finance certain components of the Project was approved by the County Board at its meeting held on June 3, 2025; and

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions, Order of Precedence and Incorporation by Reference. The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they shall prevail in the following order: (1) this Agreement including the Recitals at the beginning of this Agreement, and any exhibits attached hereto (excluding Exhibit A, Exhibit B, and Exhibit C, each of which are hereby incorporated by reference herein, but given a lower order of precedence than this Agreement, except as set forth below), (2) the Grant Agreement, attached hereto as Exhibit C, except for where the Grant Agreement sets forth a more stringent requirement for the Company, in which case the provisions of the Grant Agreement shall govern, (3) the Solicitation, attached hereto as Exhibit A, and (4) the Proposal, attached hereto as Exhibit B. This Agreement and the Project are governed by 55 ILCS 5/et. seq. (the “Act”) and the County’s Procurement Ordinance. All terms and conditions of the Act and the aforementioned policies, procedures, and guidelines are hereby adopted and incorporated by reference herein.

2. Representations, Covenants, and Warranties of the Company.

(a) Achieving the Project Requirements; Grant Funded Components. The Company represents, warrants, and covenants that the Company has the capability to, expects to, and will develop, install and operate the Project in accordance with the Project Requirements with the Grant Funds and any other funds or financing it obtains. The Company understands and agrees that although the County may, in its sole discretion, choose to appropriate its funds to assist in the development and completion of the Project, the County shall not have any obligation to do so. The Grants Funds shall only be expended on components and tasks related to the Project permitted under the Grant Agreement. Nothing in this Agreement limits or purports to regulate the use that the Company may give to Non-Grant Funds, however the Company agrees it shall use the Non-Grant Funds in furtherance of the Project, to repay the Bonds, or as permitted by the Company's articles of incorporation.

(b) Grant Application. The Company represents, warrants, and covenants that the information provided by the Company and Pivot that is contained in the Grant Application, attached hereto as Exhibit D, as revised, amended and supplemented, including by this Agreement and other documents provided to the County and the State, truly and accurately represent the Company's expectations about the Project in every material respect.

(c) State licenses and Registration. The Company represents, covenants, and warrants that it is registered with the State of Illinois and will keep such registration current. Furthermore, the Company represents, covenants, and warrants that any work performed in furtherance of the Project by the Company or any of its employees, agents, or subcontractors will be conducted in accordance with all applicable state standards, including all required contractor, occupational, or other licenses.

(d) Compliance with Applicable Law. The Company represents, warrants, and covenants that it has and will conduct its business and work on the Project in accordance with all applicable federal, state, and local ordinances, laws and regulations, including, but not limited to, all rules and regulations of the FCC, the Act, all statutes, rules, regulations, and ordinances involving human health and safety, and all traffic laws and regulations.

(e) Licenses. The Company represents that as of the Effective Date it has all licenses that are (i) necessary to install and/or operate (or cause to be operated) all equipment that it will purchase in furtherance of this Agreement and (ii) necessary to develop, install and operate (or cause to be operated) the Broadband Network. The Company warrants and covenants that it will make reasonable efforts to and/or ensure any of its contractors or subcontractors will obtain and maintain any licenses reasonably necessary to operate the Broadband Network for future time periods and obtain any other licenses required to: (i) effectively operate, or cause to operate, the Broadband Network and (ii) maintain the service levels to Customers. The Company further understands and agrees that (i) the County and the Company may elect for the County to purchase and own all or any portion of the Project by meeting the Indebtedness Satisfaction Condition, and (ii) upon a Company default and failure to cure under this Agreement and the election by the County, at its sole discretion, to meet the Indebtedness Satisfaction Condition, all such licenses

and/or subcontracts shall be transferred to the County, or to a third party designated by the County, unless otherwise expressly agreed to in writing by the County. The Company agrees that it shall maintain licensing, as applicable, should there be a change in the regulatory framework as set for in Section 2(g) below. The transfer of any licenses to the County as a result of termination of this Agreement and the election by the County, at its sole discretion, to meet the Indebtedness Satisfaction Condition, shall be conducted in accordance with the terms of the Resolution and federal law.

(f) No Reliance on Statements of County. The Company has obtained its own legal counsel and conducted its own research as to the business, potential Customers, marketing, and technical aspects of its own business, the Project and the Broadband Network, and it has not relied on any statement made by the County or their employees, agents, officials, or project managers in entering into this Agreement.

(g) Misrepresentation. If any representation of the Company is not true in any material respect, or any warranty or covenant not fulfilled in any material respect, such misrepresentation or unfulfilled warranty or covenant shall constitute a material and substantial breach of this Agreement.

(h) Change in Regulatory Framework. Should there be a change in the regulatory framework relating to the construction, equipment, and operation of the Broadband Network and the offering of Service such that any entity other than the FCC shall have the primary regulatory jurisdiction (i.e. Illinois Commerce Commission), the Company agrees that it shall comply with any regulatory requirements under the new regulatory framework.

(j) Company's Board of Directors. The Company covenants and agrees that the Company's Board of Directors shall maintain at least five (5) serving members, and at no time shall any officer, director or affiliated person of the Pivot Team constitute more than twenty (20%) percent of the voting interest of the Board of Directors of the Company. Further the Company agrees that one (1) member of the Board of Directors of the Company shall be a person affiliated with and designated by the County.

(k) Company Status. The Company covenants and agrees that it shall maintain its status as a nonprofit corporation under Illinois law, and, so long as any Tax-Exempt Indebtedness is issued and outstanding, will act as an on behalf instrumentality of the County (within the meaning of the U.S. Internal Revenue Service Revenue Ruling 63-20, Revenue Procedure 82-26, and any subsequent revision of such IRS guidance) solely for the purposes for which the Company was organized.

3. Term of Agreement. The term of this Agreement shall be the earlier of (i) thirty five (35) years beginning on the Effective Date (the "Initial Term") and the County may, in its sole discretion, extend this Agreement for up to two (2) additional terms of five (5) years (each, a "Renewal Term"), (ii) the date upon which the County elects, in its sole discretion, to own the Project Assets and acquire the Project by meeting the Indebtedness Satisfaction Condition, which may occur during the Initial or in any Renewal Term, and (iii) the date upon which this Agreement

is terminated by the County pursuant to Section 19 and Section 36. Regardless of whether it is an Initial Term or a Renewal Term, each term may be referred to in this Agreement as a “Term.” The Agreement shall be extended to each Renewal Term automatically, unless the County provides written notice to the Company that it does not intend to renew this Agreement at least 180 days prior to the expiration of Initial Term.

4. Effective Date. This Agreement shall become effective upon the date of the signature of the last Party confirming this Agreement.

5. Definitions. For the purposes of this Agreement, unless otherwise stated, the following capitalized terms shall have the meanings set forth below.

“Acceptable Use Policy” shall have the meaning set forth in Section 6(t).

“Act” shall mean 55 ILCS 5/et. seq., commonly known as the “Counties Code.”

“Applicable Law” shall mean all federal, state, and local laws, statutes, regulations, rules, and ordinances.

“Availability of Service” shall mean the date on which active broadband service is immediately available and usable at the Customer’s premises.

“BIAS” or “Broadband Internet Access Service” shall mean a mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all Internet endpoints.

“Bonds” shall have the meaning given to it in the Recitals to this Agreement.

“Broadband Network” shall include all network related assets (including fiber and wireless assets), equipment and infrastructure, including the middle mile network and the last mile network, whether owned by the Company, the County, or other entity, which together comprise the system to be designed, built, maintained, and operated by the Company for the provision of Service in the Service Area in compliance with the Project Requirements.

“Change of Control Event” shall be deemed to have occurred upon (i) the sale of substantially all the assets of the Company, (ii) the commencement by the Company of any case, proceeding, or other action (a) under any existing or future regulation or law relating to bankruptcy, insolvency, reorganization, or other relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts, or (b) seeking appointment of a receiver, trustee, custodian, conservator, or other similar official for it or for all or any substantial part of its assets, or the Company shall make a general assignment for the benefit of its creditors, or (iii) if at anytime, the Company is not recognized as either (a) a nonprofit corporation under Illinois law, or (b) a nonprofit under the Federal Tax Code (26 U.S.C.), as applicable.

“Change of Law” means the adoption, enactment or promulgation of any new Applicable Law by a State Authority or the County after the Effective Date, or any change, repeal or change in interpretation or application of any Applicable Law by a State Authority or the County after the Effective Date, that would make the construction, completion and/or operation of the Broadband Network impractical, and that (1) applies expressly to the Project or only to internet service providers in the State that receive funding from the State or a local government, or (2) is principally borne by persons undertaking activities similar to those contemplated in this Agreement; provided, however, that the terms excludes in all instances any such change in Taxes, fees or otherwise that are of a general nature and/or of general application.

“Community Anchor Institutions” or “CAI” shall have the same meaning as set forth in 47 U.S.C. § 1721(6).

“Company” shall have the meaning given to it in the Recitals to this Agreement.

“Comparable Services” shall mean BIAS packages offered by providers substantially similar to the Company to customers in similarly situated, predominantly rural markets. Comparable services shall not include special, promotional, or non-internet access services.

“Construction Agreement” shall have the meaning given to it in the Recitals to this Agreement.

“County” shall have the meaning given to it in the Recitals to this Agreement.

“Customer Equipment” shall mean equipment installed on property owned or leased by a Customer that allows a single building or single Customer (either business or household) and only that Customer to receive the Service.

“Customers” shall mean businesses and individuals in the Service Area paying for the Service of the Company.

“Dark” and “Dark Day” shall have the meanings given to them by Section 19(b)(ii) of this Agreement.

“Default” shall mean that the Company is in default of this Agreement, under Section 19 of this Agreement.

“Default Option” shall mean the option of the County set forth in Section 19(f) of this Agreement.

“Disaster Contingency Plan” shall mean the plan developed pursuant to Section 12(a).

“Effective Date” shall have the meaning given to it by Section 4 of this Agreement.

“Enterprise Businesses” shall mean large entities or organizations that are not classified or recognized as small businesses by any local, state or federal standards.

“EPC Agreement” shall have the meaning given to it in the Recitals to this Agreement

“Event of Loss” means any event, or series of events, that causes all or substantially all of the Broadband Network to be damaged, destroyed or rendered unfit for normal operation in accordance with this Agreement.

“FCC” shall mean the Federal Communications Commission.

“Force Majeure Event” means acts of God, floods, fires, hurricanes, lightning strikes, tornadoes, earthquakes or other severe weather conditions (including but not limited to the inability or impracticability to work due to rain or snow which while not amounting to a flood nonetheless limits the ability of a party to accomplish a goal or meet a deadline), acts of public enemy insurrection, war, riot, sabotage, act of terrorism, epidemic, pandemic, plague, strike, freight embargoes, sanctions, boycotts, accidents in air and maritime shipping or transportation directly affecting delivery of critical equipment, conditions beyond the reasonable control of the impacted party, trade wars that materially impact the Project that did not exist as of the Effective Date, concealed and unknown conditions below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in construction or broadband network construction work or which are not reflected on current maps or drawings of underground conditions, wrongful physical obstruction by any person at any installation site, or national or state emergencies.

“Fund” shall have the meaning given to it in Section 14(d) of this Agreement.

“Grant” shall have the meaning given to it in the Recitals to this Agreement.

“Grant Agreement” shall have the meaning given to it in the Recitals to this Agreement, and a copy of the Grant Agreement is attached hereto as Exhibit C.

“Grant Application” shall have the meaning given to it in the Recitals to this Agreement.

“Grant Funded Components” means the components of the Project paid for with Grant Funds, which shall be the design, equipment purchase, and construction relating to the middle mile ring and the last mile broadband network to serve unserved and underserved areas (commonly referred to as Ring 1 and Ring 3), as further set out in more detail in the Grant Application and Plans and Specifications.

“Grant Funds” shall have the meaning given to it in the Recitals to this Agreement.

“Grant Period” shall mean the period of time from the Effective Date, until the State of Illinois has provided the County with an unambiguous, express, irrevocable, written notice satisfactory to the County in its sole discretion that (i) the Grant is being closed out and (ii) the State of Illinois will not take any action to recover funds from the County or the Company. The Parties understand that pursuant to the Grant Agreement, the State of Illinois will release any applicable Lien on the Grant Funded Components upon the full compliance with and performance

under the Grant Agreement, including without limitation all reporting requirements thereunder, once the State of Illinois has determined that the purposes of the Grant have been satisfied.

“Grant Project Budget” shall mean \$15,000,000 in Grant Funds awarded by the State of Illinois.

“Grant Requisition Form” shall mean a form in the form of Exhibit E with such modifications as may be requested by the Party to which the Grant Requisition Form is submitted.

“Harmful Interference” shall mean any Interference that endangers the functioning of a radionavigation service or of other safety services or seriously degrades, obstructs, or repeatedly interrupts a radiocommunication service operating in accordance with the Communications Act of 1934, as amended, and the rules of the FCC.

“Indebtedness” means any indebtedness of the Company relating to the Project, including the Tax-Exempt Indebtedness.

“Indebtedness Satisfaction Condition” means (a) the discharge or defeasement of any Tax-Exempt Indebtedness by (i)¹ placing into escrow an amount that will be sufficient to defease the Tax-Exempt Indebtedness and (ii) paying reasonable costs incident to the defeasance the and (b) repayment of any other Indebtedness of the Company by private lending institutions and including in each case any related interest and fees.

“Initial Term” shall have the meaning given to it in Section 3 of this Agreement.

“Interference” shall have the meaning given to it in Section 2.1 of the rules of the FCC, 47 C.F.R. § 2.1.

“Lien” shall mean any interest of the State of Illinois in any Project Assets acquired or built with Grant Funds that secures payment or performance of any obligation of the County or the Company under the Grant Agreement.

“Net Revenues” shall mean gross revenues of the Company earn by providing the Service in the Service Area, less costs of operations, excluding any management fees payable to Pivot.

“Normal Business Hours” shall mean 8 a.m. to 5 p.m. on Mondays through Fridays, except holidays recognized by the State of Illinois.

“Normal Operating Conditions” shall mean periods of time in which there exists neither extreme weather nor a Force Majeure Event.

“Network Equipment” shall mean the equipment that comprises the Broadband Network.

“Non-Grant Funds” shall mean any funds obtained by the Company from sources other than the Grant Funds (including any Indebtedness), and used to build or acquire Project Assets, or to build or acquire any other assets.

“Parties” shall mean the Company and the County. Each of the Parties may be referred to individually as a “Party.”

“Penetration Rate” shall mean the percentage of residential households taking Service as compared to those who can actually receive Service.

“Pivot” shall mean Pivot Tech Development, Inc., a Delaware corporation.

“Plans and Specifications” shall have the meaning given to it in Section 6(f) of this Agreement.

“Project” mean the middle mile broadband access ring and last mile broadband network, including last-mile FTTP fixed wireless access (FWA), to extend fiber connectivity to homes, businesses, and Community Anchor Institutions throughout the Service Area as described on Exhibit H, and shall include (i) the design, building, maintenance, and operation of the Broadband Network to offer Service in the Service Area, (ii) the offering of Service in the Service Area in compliance with the Project Requirements, and (iii) the undertaking of those tasks necessary to comply with the Project Requirements in each case as described on Exhibit H.

“Project Assets” means all assets (including land, machinery, buildings, equipment, intellectual property, components of the Broadband Network, and Network Equipment), wherever situated, owned by the Company and required to comply with the Project Requirements.

“Project Budget” shall mean \$[TOTAL PROJECT COSTS], as further detailed in Exhibit G.

“Project Requirements” shall mean the establishment of the Broadband Network by the Company and the offering of Service through the Broadband Network pursuant to the requirements set forth in Exhibit H to this Agreement and the operation of the Project in compliance with this Agreement and the Grant Agreement.

“Project Manager” shall mean any employee, official, agent, or consultant of the County appointed the County to oversee and review the Company’s work on the Project.

“Proposal” shall have the meaning given to it in the Recitals to this Agreement.

“Public Party Indemnitees” shall have the meaning given to them in Section 14(c) of this Agreement.

“Quarter” shall mean January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.

“Renewal Term” shall have the meaning given to it in Section 3 of this Agreement.

“Resolution” shall have the meaning given to it in the Recitals to this Agreement.

“Secured Project Assets” means any Project Assets subject to a Lien by the State of Illinois as authorized under the Grant Agreement, as applicable.

“Service Area” means the geographic boundaries of the County, and may extend outside the County’s geographic boundaries if necessary to provide the Service pursuant to the Project Requirements.

“Service Interruption” shall be deemed to occur if (i) there is complete loss of Service to a Customer or (ii) a Customer’s speed of Service is materially and demonstrably slower than that of the package purchased by the Customer. A Service Interruption shall not be deemed to have occurred if it is caused by a Force Majeure Event.

“Service” shall mean reliable and affordable high-speed Internet access service, which in the case of residential Customers and small business Customers shall mean BIAS. For purposes of this definition, “high-speed” shall mean download speeds capable of at least 100 Mbps and upload speeds capable of at least 20 Mbps; “reliable” shall mean complying with the coverage and service levels set forth in Section 9; and “affordable” shall mean complying with the provisions of Section 13 relating to cost of services.

“Solicitation” shall have the meaning given to it in the Recitals to this Agreement.

“Standard Installation” shall have the meaning given to it in Section 13(c) of this Agreement.

“Tax-Exempt Indebtedness” means any Indebtedness issued, borrowed or otherwise owed by or on behalf of the Company that are federally tax-exempt to the holders of such indebtedness and used to develop, install or operate the Project and/or acquire any Project Assets to comply with the Project Requirements.

“Term” shall have the meaning given to it in Section 3 of this Agreement.

“Trustee” shall mean the trustee appointed by the Resolution and its successors as such.

“State Authority” means the State of Illinois or any department, municipality, township, political subdivision, instrumentality, agency, public corporation or special district thereof.

“State of Illinois” or “State” shall mean the State of Illinois.

“Underserved” shall have the same meaning as ascribed in the Grant Agreement.

“Underserved Location” shall have the meaning as ascribed in the Grant Agreement. Underserved Locations for purposes of the Project are identified in Exhibit H to this Agreement.

“Unserved” shall have the same meaning as ascribed in the Grant Agreement.

“Unserved Location” shall have the meaning as ascribed in the Grant Agreement. Unserved Locations for purposes of the Project are identified in Exhibit H to this Agreement.

“Vertical Asset” shall mean utility poles; water tanks; cell phone, radio, water, and other towers; and tall buildings (including steeples).

6. Obligations of the Company.

(a) Scope of Work; Project Implementation and Broadband Network Operation. The Company shall be solely responsible for financing, furnishing all labor, equipment, and materials, and be solely responsible for performing all of its obligations pursuant to this Agreement, including, but not limited to:

(i) The timely design, development and installation of the Project in accordance with all the terms and conditions of the Project Requirements, this Agreement, the Grant Agreement and the Plans and Specifications as each such item (except the Grant Agreement) may be modified from time to time by written agreement of the County and Company; and

(ii) The construction, equipment, and operation of the Broadband Network and the offering of Service to Customers through the Broadband Network in strict accordance with the Company’s obligations under this Agreement (including obligations of the Company that are incorporated in this Agreement by reference).

Notwithstanding any provision of this Agreement to the contrary, if the Grant Funds are exhausted prior to completion of the Grant Funded Components of the Project, subject to the availability of other funds which the Company will use reasonable efforts to arrange, the Company acknowledges and agrees that it shall still timely complete the Grant Funded Components of the Project with its own funds. For the avoidance of doubt, the County is under no obligation to provide funding in any manner if Grant Funds are exhausted prior to completion of the Grant Funded Components of the Project.

(b) Project Implementation.

(i) The Company shall be responsible for commencing and completing the Project in accordance with the Grant Agreement, the Project Requirements, and the Plans and Specifications. For the Term of this Agreement, the Company is authorized to and solely responsible for designing, mounting, installing, operating, repairing, upgrading, replacing and maintaining the Project Assets. A list of Project Assets that are or will be Secured Project Assets shall be attached hereto as Exhibit F to the extent such assets are

known at the time of Agreement execution and shall thereafter be updated by the Company with each Grant Requisition Form submitted to the County.

(ii) Except as provided herein, the Company shall hold and retain title to the Project Assets and each component thereof, and the Company shall have exclusive access to and use of all the Project Assets. However, the Company shall provide County with access required to perform any tests or studies permitted under the Agreement. Upon meeting the Indebtedness Satisfaction Condition, title to the Project Assets shall transfer to the County and the County will hold title to such Project Assets and be responsible for the ongoing operation of the Broadband Network.

(iii) The Company shall participate in regular Project status meetings. In addition, the Company shall provide weekly or monthly status updates to the Project Manager chosen by the County or according to any other reporting schedule established by the Project Manager or the County not more frequently than weekly. Without limiting the Company's obligations under Section 10 relating to books and records, the Company shall coordinate with the Project Manager and County to ensure compliance with the Grant Agreement and shall provide all necessary information, records, and reports required by the County related to the Company's compliance with this Agreement and the Grant Agreement. Unless required otherwise by the State of Illinois, the Company shall be provided with advance notice of at least thirty (30) days before being required to provide any report or series of reports or amend any report or series of reports. Unless it is notified otherwise by the County, the Company agrees to coordinate its work directly and predominantly with the Project Manager, which shall serve as the County's primary point of contact for the Project. Nothing herein shall prevent the Company from working more directly with County staff if deemed appropriate by the County. Nothing herein shall require the County to provide a third-party Project Manager, however the County will designate a "point person" to help coordinate the Project with the Company.

(c) Grant Agreement Obligations. The Company shall fulfill its obligations to the County and State of Illinois pursuant to the Grant Agreement, including, but not limited to those set forth in Section 14 of this Agreement. The Parties hereto agree that the Company has the responsibility for ensuring that the Project complies with the Project Requirements, the Grant Agreement and the requirements of this Agreement, and, except to the extent such non-compliance is the fault of the County's failure to fulfill its obligations herein or under the Grant Agreement, the Company agrees to protect, indemnify and hold harmless the County in the event that the State of Illinois invokes a "clawback" or other penalty for violation of the Grant Agreement if such violation is caused by the Company's actions or inactions. In the event that there is a difference in the Company's obligations (by and through the County) under the Grant Agreement and the Company's obligations under this Agreement, the requirement that is the more stringent on the Company shall control.

(d) Network Coverage and Timing. The Company shall deploy the Broadband Network in accordance with the Grant Agreement, the Project Requirements, and the Plans and

Specifications, and shall ensure compliance with the Project Requirements, the Grant Agreement, and this Agreement.

(e) Repayment of Grant Funds. If (i) the State of Illinois requires repayment by the Company or the County of all or any portion of the Grant Funds pursuant to the Grant Agreement, (ii) such requirement for repayment was caused by the Company's failure to fulfill its representations, covenants, warranties, or obligations herein or under the Grant Agreement, and (iii) the Company fails to repay the State of Illinois within ten (10) business days after written demand, the County, at its sole option, may exercise the Default Option.

(f) Plans and Specifications. The Company shall provide the County with final plans and specifications (including any and all information from third parties participating in any component of the build-out of the Project) ("Plans and Specifications") for the Broadband Network prior to any construction, development or installation under this Agreement, including any upgrades or enhancements; provided that the provision of such plans and specifications shall not be required for routine operations, maintenance and repairs. Any review or comment by County shall in no way relieve the Company of any duties or obligations set forth in this Agreement or limit Company's ability to provide the Service in accordance with applicable law. The Company shall make reasonable efforts to address and accommodate any concerns expressed by the County; provided that such concern must be expressed by the County in writing to the Company within thirty (30) calendar days of the Company's submission of such plans or specifications to the County. Any changes to the Plans and Specifications shall require agreement by the Parties.

(g) Intellectual Property. The Company shall comply with the provisions of Section 8(g) of this Agreement.

(h) Fiber Construction. The Company shall comply with the Grant Agreement and Plans and Specifications when constructing the fiber component of the Broadband Network. The County acknowledges and agrees that some components of the fiber construction and installation may use different technical approaches, and the manner in which the fiber will be constructed and installed is at the sole discretion of the Company, so long as the Company is in compliance with all local, state and federal laws. Notwithstanding anything in the Grant Agreement to the contrary, the Company agrees to build and operate the Broadband Network to offer minimum internet download speeds of 100 Mbps and minimum upload speeds of 20 Mbps and in a manner that does not unreasonably discriminate among similarly situated end users. For the avoidance of doubt, the Parties agree that the order in which Service deployed as part of the Project does not, by itself, constitute a violation of this Section 6(h) and that due to the obligation of repaying the Bonds, Service can be deployed to areas anticipated to generate more customers before being deployed to areas anticipated to generate fewer customers.

(i) Pricing. The Company shall comply with the requirements of Section 13.

(j) Company Leases with Third Parties. Notwithstanding any provision in this Agreement to the contrary, the Company is solely responsible for securing all access and rights, as necessary, to all required third party Vertical Assets and other assets identified in the Grant

Agreement and the Plans and Specifications that are not owned or controlled by the County. Further, the Company is responsible for all costs associated with the access to and use of such third-party assets, including but not limited to any easements, right-of-way or other real or personal property acquisition. The Company agrees that all leases, easements, right-of-way or other real or personal property interest shall be freely assignable to the County, and such language of assignability shall be included in the instrument executed to effectuate such leases, easements, right-of-way or other real or personal property interest.

(k) Project Assets; Non-Interference. The Company shall comply with the requirements for Section 11 related to the Project Assets and non-interference.

(l) Work Standards. The Company agrees to conduct its business in full conformity with Applicable Law and the standards applicable to the Company in any agreements to build and operate the Broadband Network. Company shall use reasonable efforts to notify affected residents, property owners, and businesses prior to commencement of work that can be reasonably anticipated to adversely affect the quiet enjoyment of their property. The Company acknowledges that any performance of work or costs incurred by Company or provision of Service contemplated under this Agreement by Company is at Company's sole risk. The Company agrees to comply with the Davis Bacon Act with respect to construction of the Grant Funded Components. The Company agrees to comply with the American Rescue Plan Act with respect to the Grant Funded Components.

(m) Payment of Taxes. Subject to all provisions of this Agreement, the Company shall pay all taxes, assessments, and fees applicable to Company for the installation and operation of the Broadband Network. Company shall pay any and all taxes, assessments, and fees, which may be levied against Company by the County or other governmental entity.

(n) Compliance with Law and Inspection of the Project Assets. The Company shall comply with all applicable federal, state and local construction and engineering codes and regulations, currently in force or hereafter applicable, to the construction, operation or maintenance of the Broadband Network. The County shall have the right, but not the responsibility, to inspect all construction or installation work performed pursuant to this Agreement and to conduct any tests it deems necessary to ensure compliance with the terms of this Agreement, including all applicable federal, state and local building and engineering codes. The Company shall be solely responsible for taking all steps necessary to assure compliance with applicable standards and to ensure that the Broadband Network is installed in a safe manner and pursuant to the terms of this Agreement and Applicable Law.

(o) Independent Contractor. The Company shall act as and be an independent contractor and not an agent or employee of the County. The Company shall operate the Broadband Network as the Company determines in its sole discretion provided that such operation shall at all times be in accordance with the requirements of this Agreement and the Grant Agreement.

(p) Customer Service Requirements and Change in Service Levels Requirements. The Company shall comply or cause compliance with the customer service requirements and other standards and requirements set forth in Sections 9 and 10.

(q) Assignment and Transfer. The Company may not make any assignment or transfer (including by a Change of Control Event) of this Agreement in whole or in part, except for in conformance with the provisions of Section 17.

(r) Insurance, Bonding, and Indemnification.

(i) The Company shall maintain the insurance and bonding required of it by Section 18 of this Agreement and agrees to each of the various indemnification provisions set forth in this Agreement.

(ii) Notwithstanding anything to the contrary in Section 14(b) and Section 18(c), the Company agrees to protect, indemnify, defend, and hold harmless the County and its respective members, directors, officers, elected officials, volunteers employees, attorneys and agents from any third-party claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the action or failure to act by the Company, and use of any materials, goods, or equipment of any kind or nature furnished by the Company or any services of any kind or nature furnished by the Company, provided that such liability is not attributable to the sole negligence of the County.

(s) Marketing and Administration. The Company will be responsible for all aspects of marketing and administering the operations of the Broadband Network, including but not limited to, soliciting Broadband Network subscribers, administering subscriber accounts, and handling all delinquent payment and collections matters. The County shall have the right to object to any marketing materials it, in its sole discretion, deems inappropriate. If the County deems the marketing material to be inappropriate, the Company shall remove and discontinue use of any such marketing materials at its own expense.

(t) Acceptable Use Policy. The Company will promote the open and interconnected nature of the public Internet allowing Customers to access the lawful Internet content of their choice while subject to reasonable restrictions. Such policies shall be established in Company's "Acceptable Use Policy". The initial Acceptable Use Policy is attached as Exhibit J, and any amendments to the Acceptable Use Policy must be approved by the County, which approval shall not be unreasonably withheld or denied.

(u) Permits. The Company is responsible for obtaining and maintaining all applicable permits, licenses, and authorizations as are required for the Company to comply with all applicable local, state and federal laws, regulations and ordinances relating to Company's responsibilities under this Agreement (the "Permits"). Provided that the Company has complied with all filing procedures, deadlines and other applicable permitting or licensing requirements, the Company shall not be responsible for any delays arising from the process of obtaining a Permit.

(v) Zoning. The Company shall comply with Section 15 of this Agreement.

(w) Community Anchor Institutions. The Company will build the Broadband Network and provide Service to the Community Anchor Institutions, as identified in the Grant Agreement and Exhibit H to this Agreement, which may include expedited design and build to the geographic areas of the Community Anchor Institutions, and preferential pricing, all at the request of the County.

(x) Full Compliance. The Company shall comply by all provisions of this Agreement, regardless of whether or not such provision is mentioned in this Section 6.

7. Obligations of the County.

(a) Obligations of the County to the Company.

(i) Use of Public Assets. This Agreement does not confer any rights other than those expressly provided herein and does not authorize the Company to occupy and use the public rights-of-way or other public facilities.

(ii) Non-interference. The County shall abide by the provisions of Section 11(c) and 11(e).

(iii) Marketing Cooperation. Pursuant to Section 6(s), the Company will be responsible for all aspects of marketing and administering the operations of the Broadband Network, including but not limited to, soliciting Broadband Network subscribers, administering subscriber accounts, and handling all delinquent payment and collections matters. The County may choose to cooperate, as determined by the County, in its sole discretion, in marketing, advertising, and promotional plans, schedules, and materials regarding the Broadband Network.

(iv) County Assistance to Company. Subject to applicable law, including, but not limited to conformity with zoning rules and regulations, the County agrees to use reasonable efforts to assist Company in obtaining all necessary permissions or permits required to facilitate (i) the design, development, installation and maintenance of Project Assets, and (ii) the Company's provisioning of the Service requiring the use of rights-of-way that may be controlled by the County. The Company is solely responsible for obtaining all required third party agreements as set out herein. For the avoidance of doubt, nothing in this Agreement shall require or prohibit the use of eminent domain powers in any way by the County.

(v) Consideration of Amendments. The County shall consider any amendments to this Agreement proposed by the Company, especially if the provisions of this Agreement threaten the economic viability of the Project. Notwithstanding the foregoing, the County may, in its sole discretion, reject any such amendment and hold the Company responsible for performing its obligations under this Agreement.

(vi) Connect Kendall County Commission. The Connect Kendall County Commission, as currently constituted, shall receive copies of the reports prepared and provided by the Company pursuant Section 6(b)(iii) of this Agreement and shall receive regular updates relating to the Project from the Project Manager and may request additional information be provided by the Company through the Project Manager. If the Connect Kendall County Commission is not reestablished or is otherwise not in existence, the reporting required to be provided in this subsection shall be provided to the County Board, or the County Board's designee.

(vii) Grant Agreement. The County shall contribute the Grant Funds to the Company on a reimbursement basis for actual expenses, together with a single upfront payment as permitted by the Grant Agreement, all in compliance with terms of the Grant Agreement.

(viii) Confidentiality. The County agrees to keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor or make decisions with respect to the Project) any confidential information obtained from the Company, unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this section by the County), (b) is or has been independently developed or conceived by the County without use of the Company's confidential information, or (c) is or has been made known or disclosed to the County by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that the County may disclose confidential information (i) to its employees, officials, board members, committees, accountants, auditors, lawyers and consultants and (ii) as may be required by law, regulation, rule, court order or subpoena, provided that the County promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

(b) No Other Obligations of the County. Except for those obligations expressly listed in this Section 7, the County shall not have any other obligations to any Party arising from the Project or the transactions contemplated by this Agreement. Furthermore, notwithstanding any provision of this Agreement including, but not limited to this Section 7, the County shall not be liable for monetary damages to perform any action that is not directly related to the administration of the Grant Funds, or owe any monetary damages to any other party for any dispute arising from the relationship between the Parties to this Agreement.

8. Network Equipment.

(a) Acquisition of and Payment for Customer Equipment. Customer Equipment shall be purchased by or on behalf of the Company with its own funds, the funds of a third party on behalf of the Company, or by the Customer, but not with any Grant Funds. Customer Equipment shall be owned by the Company, which shall in turn lease or sell such Customer Equipment to the Customers.

(b) Plans and Specifications. The Company shall provide the Plan and Specifications, prior to any installation, including any upgrades or enhancements, of Network Equipment.

(c) Funding for Network Equipment. The Company shall use its reasonable efforts to obtain any funding necessary for the Project beyond what is available in the Grant Project Budget, which shall be obtained by the Company at its own expense.

(d) Ownership of Network Equipment and Security Interest. The Company shall own the Network Equipment subject to any Lien; provided, however, that the County may, in its sole discretion, meet the Indebtedness Satisfaction Condition and take ownership of the Project Assets and the Network Equipment.

(e) Installation, Testing, Configuration, and Maintenance. The Company shall be solely responsible for the installation, testing, and configuration of the Network Equipment. The Company shall install, configure, test, and maintain the Network Equipment in a good and workmanlike manner and in accordance with all applicable federal, state, and local laws, ordinances, and regulations.

(f) Upgrades and Replacements. The Company shall, at its own expense, keep the Broadband Network updated in order to take advantage of technology improvements and in order to ensure that its service offerings are competitive in the rural wireless broadband consumer marketplace. When reasonable, the Company shall upgrade its system speeds as necessary to compete with similarly situated broadband service providers in the portions of the broadband market served by Company, and to ensure that its end users have competitive product offerings. Furthermore, when reasonable, the Company shall make upgrades to the Broadband Network so that the Broadband Network will be at parity with other Comparable Services and with the upgrades performed in other comparable localities in which Company operates wireless broadband internet access networks.

(g) Intellectual Property. The Company shall obtain for its own behalf, and, to the extent reasonably possible, that of the County (including for the operation of the Broadband Network by the County and their licensees or assignees, in the event that this Agreement is terminated or not continued), all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind used in order to provide the Service to be provided by the Broadband Network during the Term and any Renewal Terms and the Company shall pay all royalties and license fees. For any liability incurred during the Term and any Renewal Terms, the Company shall hold and save the County, and each of its officers, agents, and employees, harmless from any loss or liability for or on account of the infringement of any patent or intellectual property rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of this Agreement or the provision of the Service by the Broadband Network. If, before using any invention, process, technique, article, or appliance specifically named in the specifications or drawings as acceptable for use in carrying out the work, the Company has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, the Company shall promptly advise the County, in which case the County may direct that some other invention,

process, technique, article, or appliance be used. Should the Company have reason to believe that the invention, process, technique, article, or appliance so specified is an infringement of a patent, and fail to inform the County, the County may immediately terminate the Company's rights under this Agreement. Any intellectual property rights acquired by the Company in furtherance of this Agreement shall be freely assignable to the County at no expense to the County.

9. Service Levels and Compliance.

(a) Minimum Speed and Coverage Requirements. Minimum internet download speeds of 100 Mbps and minimum upload speeds of 20 Mbps shall be available and, upon request, consistently and adequately delivered to Community Anchor Institutions, government buildings, and all the Unserved Locations and Underserved Locations in the Service Area. This minimum speed shall be applicable to the Service whether offered via fiber or fixed wireless.

(b) No Decrease in Service Level and Reliability. Once the Company establishes service levels for any Customer or group or category of Customers, (i) the Company shall not materially decrease service levels, except with the express written consent of the County, and (ii) the Company shall provide reliable service, meaning that for any given Quarter, at least ninety-five percent (95%) of Customers shall receive the minimum speed of their selected package or better at least ninety-five percent (95%) of the time.

(c) Third Party Agreements. The Company agrees that any requirements set forth in this Section 9 shall be included in any applicable agreements with third parties, and the Company shall be liable for ensuring compliance therewith.

10. Customer Service Standards, Customer Bills, Privacy Protection, and Customer-Related Records.

(a) Office and Telephone Standards. Beginning no later than one (1) year after the Effective Date, the Company shall maintain (or caused to be maintained) at least one local office with an address in the County, which will be open to Customers from 9 a.m. until 5 p.m. Monday through Friday. The Company is permitted to co-locate with an existing business to allow for a more efficient and cost-effective entry into developing a local presence. Beginning on the date when the first Customer is provided with Service, the Company shall also maintain (or cause to be maintained) a local or toll-free telephone access line, which will be available to Customers between the hours of 8 a.m. and 5 p.m. Under Normal Operating Conditions, telephone answer time by a customer representative or automated answering device, including wait time, shall not exceed thirty (30) seconds from when the connection is made. Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

(b) Installations, Outages, and Service Calls. Under Normal Operating Conditions, each of the following standards shall be met by the Company no less than ninety five percent (95%) of the time as measured on a quarterly basis.

(i) In the absence of a Force Majeure Event or circumstances beyond the control of the Company, installations shall be performed within seven (7) business days after an order has been placed, unless the Customer requests a longer period or fails to cooperate with the Company.

(ii) Under Normal Operating Conditions, the Company will begin repairs on service outages and service interruptions promptly and in no event later than twenty-four (24) hours after the outage becomes known.

(c) Reduction in Charges for Service Interruption.

(i) *Residential Customers.* If the Company has not restored service within 48 hours of being notified of Service Interruption by the Customer, Company shall refund the Customer a daily pro-rated cost of the account for each day the Customer was offline.

(ii) *Small Business Customers.* If the Company has not restored service within 24 hours of being notified of Service Interruption by Customer, the Company shall refund the Customer a daily pro-rated cost of the account for each day the Customer was offline.

No credits will be given if the Service Interruption is caused by any action taken with respect to the Company's equipment by someone other than Company's employees, agents, contractors, and representatives. If Customer availability is required for repair, a credit will not be provided for such time, if any, that the Customer is not reasonably available. For the purposes of clarity, unless otherwise agreed with the Customer, the Company shall not be responsible for servicing equipment owned by Customers other than Customer Equipment and the power sources for Customer Equipment.

(c) Customer Appointment Windows. The "appointment window" alternatives for installations, service calls, and other installation activities will either be at a specific time or, at maximum, a four-hour time block during Normal Business Hours. The Company may schedule service calls and other installation activities outside of Normal Business Hours for the express convenience of the Customer. The Company may not cancel an appointment with a Customer after the close of business on the business day prior to the scheduled appointment absent wet weather or other weather issues which would degrade the integrity of the installation. If the Company's representative is running late for an appointment with a Customer and will not be able to keep the appointment as scheduled, the Customer will be contacted. The appointment will be rescheduled as necessary, at a time which is convenient for the Customer.

(d) Provision of Annual Information to Customers. The Company shall provide written information on each of the following areas at the time of installation of service, at least annually to all Customers, and at any time upon request: (1) products and services offered; (2) prices and options for services and conditions of subscription to internet and other services; (3) installation and service maintenance policies; (4) instructions on how to connect to the internet; and (5) billing and complaint procedures, including the Company's office hours, telephone number, and address of the Company's office.

(e) Company Office. The Company shall maintain (or cause to be maintained) an office conveniently located to Customers with an address in the County for, at minimum, the payment of bills, delivery and return of Customer Equipment, requests for installation, disconnection, and reinstatement of Service, addressing of Customer and potential Customer inquiries, and receipt of Customer complaints.

(f) Privacy Protection. The Company shall comply with all applicable federal and state privacy laws.

(g) Operational Records. Upon written request by the County based on credible complaints that this Section 10 has been violated, the Company shall maintain the records required to compute all operational and Customer service compliance measures outlined in this Section 10 to demonstrate that the measures are being met. Upon reasonable written notice to the Company of no less than five (5) business days, the County shall have the right to inspect the Company's books and records pertaining to Company's provision of the Service during normal business hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Agreement. Such notice shall specifically reference the section and subsection (if applicable) of this Agreement that is under review, so that the Company may organize the necessary books and records for appropriate access by the County. The Company shall not be required to maintain any books and records for the purposes of complying with this Section 10 longer than the current year plus three (3) years. Nothing in this Section 10 shall be construed to limit the Company's duties with respect to records set forth in Section 14 of this Agreement.

Books and records required to be maintained by the Company upon written request by the County based on credible complaints that this Section 10 has been violated shall include without limitation:

(i) Records of all written complaints for a period of one (1) year after receipt by the Company. The term "complaint" as used herein refers to written complaints about any aspect of the Broadband Network or related operations. Complaints recorded shall be limited to items within Company's control and that require a corrective measure on the part of the Company;

(ii) Records of known (i) outages and (ii) Service Interruptions for a period of one (1) year after occurrence, or upon written request of the County, indicating date, duration, and the number of Customers affected, and cause (if known);

(iii) Records of service calls for repair and maintenance for a period of one (1) year after resolution by the Company, indicating the date and time service was required, and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

(iv) Records of installations/reconnections for a period of one (1) year after the request was fulfilled by the Company, indicating the date of request, and the date and time service was provided;

(v) Records of requests for Service from potential new Customers for a period of five (5) years after the request is made.

(h) The Company agrees that any requirements set forth in this Section 10 shall be included in any applicable agreements with third parties, and the Company shall be liable for ensuring compliance therewith.

(i) All provisions of this Section 10 shall apply to any third party providing Service to Customers or reselling the Company's Service pursuant to an agreement with the Company, and any such third-party agreement shall contain include these provisions or incorporate them by reference.

11. Interference, Frequencies, and FCC Licensing.

(a) Company's Physical Interference. The Company shall inspect, construct, and maintain the Broadband Network in a manner that will not cause unreasonable physical interference to the facilities owned by third parties, including without limitation the operation or use of any portion of the sanitary sewers, storm sewers and drains, water mains, gas mains, poles, water towers, or other public facilities, except to the extent contemplated by a permit or other applicable license.

(b) Company's Duties. The Company shall operate the wireless component of the Broadband Network in a manner that will not cause Harmful Interference. The Company shall conduct any tests or studies necessary to identify and avoid Harmful Interference and provide the necessary documentation to the County upon request. Such tests shall be conducted by the Company on an ongoing basis as needed. The County reserves the right to conduct similar tests or studies at its own expense at any time, but subject to the Company's reasonable requirements, such as time of day, or similar considerations, so as to avoid or minimize any disruption with the operation of the Broadband Network. All operations by Company shall be in compliance with all FCC requirements and Applicable Law.

(c) County's Duties. Subsequent to the installation of Network Equipment, the County shall, to the extent practicable without limiting such County's ability to conduct its activities in accordance with its normal practices, attempt to avoid causing Harmful Interference to or physically blocking the signals of any of the wireless components of the Project.

(d) Third Party Radio Frequency Interference. Neither the County nor the Company shall be liable to each other for Harmful Interference caused by any third party, provided that the foregoing provisions shall not affect the Company's rights regarding the procedure for resolving Harmful Interference in this Agreement.

(e) FCC Licensing. As applicable, the Company shall make reasonable efforts to acquire (or cause to be acquired), by contract or otherwise, from the FCC a license to operate a broadband network. If the Company fails to acquire (or cause to be acquired) such license or a renewal of the same from the FCC, then Company shall immediately notify the County. The

Company shall hold and save the County, and each of its officers, agents, and employees, harmless from any loss or liability for or on account of the infringement of any FCC license or regulation in connection with the installation and operation of the Broadband Network. If the Company has or acquires information that the operation of the Broadband Network will be in any way impacted by FCC licensing rules, the Company shall immediately advise the County of the same, in which case the County may direct that some other design be used, or elect not to proceed further with the Project. Should the Company have or acquire information that the operation of the Broadband Network will be in any way impacted by FCC licensing rules, it will inform the County within a reasonable time.

(f) The Company agrees that any requirements set forth in this Section 11 shall be included in any applicable agreements with third parties, and the Company shall be liable for ensuring compliance therewith.

12. Disaster Contingency Plan

(a) Creation of Disaster Contingency Plan. The “Disaster Contingency Plan” shall provide plans by which the Company plans on dealing with different natural disasters, including, but not necessarily limited to, wind, derechos, floods, fires, hurricanes, tornadoes, and winter storms, including ice storms, or man-made disasters, including but not limited to acts of war (foreign or domestic), including electromagnetic pulse attacks, acts of public enemy insurrection, war, riot, sabotage, act of terrorism, strike, freight embargoes, trade wars, nuclear meltdowns, and impacts of oil spills. The initial Disaster Contingency Plan is attached as Exhibit K and any amendments to the Disaster Contingency Plan must be approved by the County, which approval shall not be unreasonably withheld or denied.

(b) Disaster Contingency Plan Binding Upon the Company. The Company shall be required to abide in all respects with the Disaster Contingency Plan.

(c) Updates and Amendments to Disaster Contingency Plan. Upon each update of the Project design, operation and/or implementation, the Disaster Contingency Plan shall be reviewed by the Company, revised as necessary, and resubmitted for approval to the County, which approval shall not be unreasonably denied or delayed.

(d) County’s Optional Participation in Disaster Contingency Plan. The Company may form a working group with the County to determine ways in which the Broadband Network can be used to support the County’s public health, welfare, safety, and law enforcement efforts during natural or man-made disasters or emergencies. At the discretion of the respective County, the County may provide alternative energy sources to the Company to ensure that the Broadband Network stays operational during an emergency.

13. Cost of Service.

(a) Required Packages and Pricing.

(i) Retail Service. When offering BIAS at retail to residential Customers and small business Customers (the latter defined as businesses with usage rates that are comparable to residential usage rates) in Unserved Locations and Underserved Locations in the Service Area that subscribe to autopay, the Company shall offer its standard BIAS package with minimum 100 Mbps download speeds and 20 Mbps upload speeds at no more than \$65.00 per month for the initial five years after the Availability of Service. Unless otherwise expressly prohibited or inconsistent with the terms of this Agreement or the Grant Agreement, the Company shall have a right to reasonably increase pricing for services to residential Customers and small business Customers within the Unserved Locations and Underserved Locations five years after the Availability of Service, taking into account all factors including Bond repayment, technology development, and costs. The pricing of the standard BIAS package described herein does not apply to Customers outside of the Unserved Locations and Underserved Locations.

(ii) Open Access. The Broadband Network will be operated as an open access network where other companies and signal providers may use the Broadband Network to transport communication and other services for a fee, and within requirements established by the Company.

(b) No Minimum Contract Period. Except for Enterprise Businesses, Customers shall not be required to be obligated by any minimum contract period for the initial five years after the Availability of Service unless a minimum contract period is reasonably necessary to offer comparable pricing to competitors.

(c) Installation Costs. For so long as required by the Grant Agreement, each installation package for Unserved Locations and Underserved Locations shall be installed by the Company at no cost to the Customer, except for Enterprise Businesses, and thereafter the cost of installation packages for residential Customers Unserved Locations and Underserved Locations shall be reasonable taking into account all factors including Bond repayment, technology development, offers by competitors, and costs.

(d) Customer Equipment Rental. For so long as required by the Grant Agreement, Customer Equipment shall be provided at no cost to Customers that are designated as residential Unserved or Underserved customers, and thereafter the cost of Customer Equipment for such Customers shall be reasonable taking into account all factors including Bond repayment, technology development, offers by competitors, and costs.

(e) Rate Setting. The Company shall establish all rates for its services, from time to time, at the sole discretion of the Company's board of directors

(f) County Notice. The Company shall give written notice to the County at least sixty (60) days prior to any proposed material change to the pricing terms for residential customers set forth in this Section 13.

(g) Reasonable Standard. In making determinations of reasonableness in Section 13 of this Agreement, it shall be deemed reasonable for the Company to raise prices to meet the rates and charges covenant of the Resolution so long as pricing remains in compliance with the terms of the Grant Agreement, and the Company examined and took reasonable efforts to reduce costs to meet the rates and charges covenant of the Resolution.

14. State of Illinois Grant Compliance.

(a) Grant Project Budget. The total Grant Project Budget is \$15,000,000.00, which may only be amended with the written approval of the Parties and the State of Illinois.

(b) Compliance with Grant Agreement and Indemnification. Each of the County and the Company shall in all respects comply with the Grant Agreement; provided, however, that there shall be no recourse against the County for noncompliance with the Grant Agreement. Notwithstanding any provision of this Agreement to the contrary, in the event that there is a difference in the Company's obligations (by and through the County) under the Grant Agreement and the Company's obligations under this Agreement, the requirement that is the more stringent on the Company shall control. As set forth in further detail in Section 6(c) of this Agreement, the Company shall protect, indemnify and hold harmless the County for any "clawback" or penalty of any type imposed by the State of Illinois, unless the County is responsible for such noncompliance with the Grant Agreement.

(c) Parties' Relationship. The Company shall provide written notice to all vendors, contractors, and any other party retained to work on the Grant Funded Components that neither the State of Illinois, or the County (the "Public Parties") shall be liable for the Grant Funded Components, or any payment failure or other obligation related thereto. Such written notice shall provide that by accepting work on the Grant Funded Components, all such vendors, contractors and other parties release and relinquish the Public Parties from any claim which might otherwise be asserted, and that each party accepting such work thereby indemnifies and holds the Public Parties, and their members, employees and agents, harmless against any and all such obligations; and further that if any action is brought against the Public Parties, or their members, employees or agents, the party accepting such work shall be liable for all legal expenses and other costs related to such action. The Company is and will be acting as an independent contractor in the performance of the Grant Funded Components, and agrees to be responsible, where found liable and to the extent not covered by insurance or specified by statute, for the payment of any claim for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of its members, employees, or agents in connection with the performance of the Grant Funded Components.

The Company shall at all times protect, indemnify and hold the County and the State of Illinois, and each of their respective members, directors, officers, elected officials, volunteers employees, attorneys and agents (the "Public Party Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands, and judgements of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance, or Company Default, without limitation, all claims or liability

(including all claims of and liability to the Internal Revenue Service) resulting from, arising out of, or in connection with the loss of the excludability from gross income of the interest on all or any portion of the Tax-Exempt Indebtedness that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance, or Company Default, such indemnification to include the reasonable costs and expenses of defending any Public Party Indemnatee or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any Public Party Indemnatee in connection therewith.

(d) State of Illinois Recordkeeping. The Company shall maintain proper books of record and account with respect to the Grant and the Grant Funded Components in which accurate and timely entries shall be made in accordance with generally accepted accounting principles, consistently applied, during the Grant Period. Any funds received from the County (including funds passed through from the State of Illinois) shall be held by the Company in a separate and segregated account (the "Fund") and the Fund shall reflect all activity of the Grant Funds received for the Grant Funded Components, itemized by category of expenses. The Company shall retain all invoices from goods purchased and services performed, receipts, vouchers, reporting forms, or other evidence of the actual payment of costs related to the Grant Funded Components. All books of record and account and all records of receipts and expenditures with respect to (i) the Grant Funded Components, (ii) any item of cost with respect to the Grant Application, the Grant Agreement, and the Plans and Specifications, (iii) all requests for payment or reimbursement from the County, and (iv) all supporting information for (A) annual reports described in Section 14(d)(1) below and (B) final reports described in Section 14(d)(1) below submitted to or by the County to the State of Illinois shall be retained for at least three (3) years after the later of the completion of the Grant Funded Components or the expiration of the Grant Period. The County shall have the right at reasonable times from time to time to inspect and make copies of the books and records of the Company and the Fund.

(i) Reports. Upon request by the County, the Company shall submit to the County financial and narrative reports reflecting activity in the Fund and progress made toward the completion of the Project in both County on a quarterly and annual basis in such form as may be reasonably requested by the County. Quarterly and annual narrative reports shall, among other things, indicate the progress made toward achieving the goals of the Grant. The Company shall cooperate with the County in its submission of the any and all reports required pursuant to the Grant Agreement. Annual reports shall be due from the Company as requested by the County and the State of Illinois until the Project is complete. The County reserves the right to request additional information to supplement the information provided by the Company or the annual narrative reports, including but not limited to, the Company's audited financial statements.

(ii) Lien of State of Illinois; No Sale or Encumbrance of Broadband Network. Until the State of Illinois has determined that the obligations relating to the Grant has been satisfied, other than to the County, none of the Project Assets acquired, constructed, improved, equipped, and/or furnished as part of the Project shall be leased, sold, exchanged, disposed of, hypothecated, mortgaged, or encumbered without the prior written

approval of the State of Illinois. In the event such assets or property is leased, sold, exchanged, disposed of, hypothecated, mortgaged, or encumbered without the prior written approval of the State of Illinois, such an event shall constitute a Company Default, and the State of Illinois may assert its interest in the assets or property to recover the State of Illinois' share of the value of such assets or property and/or recover from the Company, unless otherwise prohibited by law.

(e) Additional Grant Sources. Notwithstanding any provision of this Agreement to the contrary, the County shall have the right, but not the obligation, to apply to the State of Illinois or other sources of grant funding to obtain additional grant funding, and the Company recognizes that it shall have no right to any such increased grant funds, unless approved by the County and is in accordance with the related grant agreement.

15. Zoning. The Company shall be responsible for ensuring that all of components of the development of the Project are in compliance with all zoning rules and regulations of the County and any other municipalities where the Project will be located both within and outside of the County. Questions about zoning should be directed to the zoning administrators for the County, or the applicable municipal officials.

16. Annual Financial Statements. Each year while this Agreement is in effect, within 150 days of the end of the Company's fiscal year, the Company shall present to the County a copy of the Company's audited financial statements.

17. Change of Control and Transfers. Notwithstanding any provision of this Agreement to the contrary, neither (i) an assignment or a transfer of this Agreement in whole or in part nor (ii) a Change of Control Event pursuant to item (i) of the definition of change of Control shall occur without the prior express written consent of the County. It is agreed that because of the unique nature, character, and corporate structure of the Company, the rights of the County pursuant to this Section 17 are unique. Therefore, the Parties agree that no adequate remedy exists at law if this Section 17 is breached by the Company, and it would be difficult to determine the amount of damages resulting therefrom, and that such breach would cause irreparable injury to County. Therefore, the County shall be entitled to injunctive relief to prevent or restrain any breach of this Section 17.

18. Insurance and Bonding. The Company shall procure and maintain the insurance identified in Section (a) below, and shall contractually require in each of the EPC Agreement and the Construction Agreement, that Pivot and Aecon procure and maintain the insurance identified in Section (b) below.

(a) Company's Insurance. The Company will procure and maintain , at its sole cost and expense, the following insurance coverages throughout the Term of this Agreement:

(i) The Company shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance necessary to fully protect Company from claims of the nature that are detailed below, that

may arise out of, or result from, Company operations, performance, or the Project, or all of these things, or any of these things in combination (“Company’s Operations”), whether Company’s Operations are by Company, any of its agents or subcontractors, or anyone for whose act or acts it may be liable:

(A) claims under Worker’s Compensation, disability benefit, or other (similar) employee benefit acts;

(B) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;

(C) claims for damages for personal injury; and

(D) claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting therefrom.

(ii) The insurance shall be written for not less than the limits of liability specified below, or such limits required by law, whichever is greater:

<u>Type of Insurance</u>	<u>Required Coverages</u>
Worker's Compensation; Employer's Liability	Illinois statutory limit \$500,000 per accident; Employer's Liability not less than \$1,000,000 per occurrence and for occupational disease covering all employees engaged in Work who are not covered by Worker's Compensation;
Commercial General Liability, including bodily injury, death and property damage (Such coverage to include, but not be limited to, blanket Contractual Liability, Tortious Liability, Property Damage Liability, Products and Completed Operations Liability, and, when applicable to the Work, and Explosion, Collapse and Underground Damage Liability. This policy will respond to property damage to the Indemnified Parties' existing facilities, loss of use which may arise including consequential damages, and for sums which the Company and its Subcontractors may become legally obligated to pay as compensatory damages because of bodily injury, death or property damage to third parties and resulting from the performance of the Work at places other than the Site. Coverage shall be written on a 2004 (or later) ISO commercial general liability form (occurrence form). Such insurance shall be maintained (x) if a corporate policy, for no less than ten (10) years after final completion, or (y) if a Project-specific policy, through 10-year products completed operations coverage:	\$5,000,000 per occurrence

Fidelity

\$1,000,000 per occurrence, with a \$50,000 deductible

Automobile Liability Insurance for owned, non-owned, leased, hired, operated or licensed automobiles, trucks, tractors, all-terrain vehicles used in the Site. Coverage shall be endorsed to include Motor Carrier Act Endorsement - Hazardous Materials Clean-up (MCS-90) and CA 9948 Pollution Liability – Broadened Coverage for Covered Autos Endorsement for the Company or any Subcontractor or Affiliate that will at any time transport Hazardous Materials;

Not less than Five Million Dollars (\$5,000,000) combined single limit for accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident or occurrence.

Contractors Pollution Liability. Coverage shall be provided for third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from the Company's operations and completed operations. Coverage shall include any transportation and any non-owned, off-site disposal and environmental impairment. This insurance shall be maintained (x) if a corporate policy, for no less than ten (10) years after, or (y) if a Project-specific policy, through 10-year products completed operations coverage;

Not less than \$2,000,000 per occurrence and in the aggregate;

Cyber Liability and Professional Errors and Omissions Insurance including full prior acts coverage (or a retroactive date no later than the date of commencement of the Construction activities) including coverages arising out of breakdowns, system failures, malfunctions, and similar occurrences,

and coverages for third-party claims alleging the loss or breach of sensitive data, caused by or arising out of the Company. Coverages must include all discovered cyber incidents affecting owner data or data of Owner employees, regardless of whether any third-party claims are filed, cyber extortion and fraudulent instruction losses, data and network liability, regulatory defense and penalties, and media liability, cost of notifying all effected parties, and expenses of personal monitoring, investigation, mitigation, regulatory and remediation costs and ongoing business interruption and restoration costs, including recovering data, repairing the problems discovered and restoring security, with deductibles or self-insured retentions acceptable of not more than \$500,000.00. Such insurance shall include, without limitation, contractual liability coverage to the maximum extent possible for the indemnifications contained in this Contract. This insurance shall be in effect until all claims and suits arising out of the activities contemplated by this Contract and Contract Documents are barred by the applicable statutes of limitations and repose;

Property insurance covering loss or damage to all tools, equipment, Pre-Ordered Items and property that is owned by, leased by, or rented by or in the care, custody or control for use by the Design Builder or its Subcontractors in performing the Work;

Not less than Two Million Dollars (\$2,000,000) per claim and Five Million Dollars (\$5,000,000) annual aggregate, or limits carried, whichever are greater, for all claims arising out of professional services performed in connection to this Contract and Cyber liability insurance with a minimum of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate,

Such additional coverage as may be required by Laws, or which the Company considers necessary;

The limits of liability required above shall be satisfied through a combination of primary and umbrella/excess liability insurance policies which follow form; and

All insurance required will be provided through companies authorized to do business in the State of Illinois with an A.M. Best's rating of at least A-VII.

(b) Company to Contractually Require Insurance in the EPC Agreement and Construction Agreement:

(i) Company shall contractually require any architect or engineer providing professional services to any of the parties under the EPC Agreement or the Construction Agreement, as applicable, and any other design professionals providing professional services to the Project, to purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of \$5,000,000 per claim/aggregate, with a maximum deductible of \$100,000 per claim.

(ii) Company shall contractually require in each of the EPC Agreement and Construction Agreement, that each of Pivot and Aecon purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance necessary to fully protect themselves from claims of the nature that are detailed below, that may arise out of, or result from, their respective operations, performance, or the Project, or all of these things, or any of these things in combination ("Operations"), whether Operations are by Pivot, Aecon, any of their respective agents or subcontractors, or anyone for whose act or acts it may be liable:

(A) claims under Worker's Compensation, disability benefit, or other (similar) employee benefit acts;

(B) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;

(C) claims for damages for personal injury; and

(D) claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting therefrom.

(iii) The insurance shall be written for not less than the limits of liability specified below, or such limits required by law, whichever is greater:

<u>Type of Insurance</u>	<u>Required Coverages</u>
Worker's Compensation; Employer's Liability	Illinois statutory limit \$500,000 per accident; Employer's Liability not less than \$2,000,000 per occurrence and for occupational disease covering all employees engaged in Work who are not covered by Worker's Compensation;
Commercial General Liability, including bodily injury, death and property damage (Such coverage to include, but not be limited to, blanket Contractual Liability, Tortious Liability, Property Damage Liability, Products and Completed Operations Liability, and, when applicable to the Work, and Explosion, Collapse and Underground Damage Liability. This policy will respond to property damage to the Indemnified Parties' existing facilities, loss of use which may arise including consequential damages, and for sums which the Company and its Subcontractors may become legally obligated to pay as compensatory damages because of bodily injury, death or property damage to third parties and resulting from the performance of the Work at places other than the Site. Coverage shall be written on a 2004 (or later) ISO commercial general liability form (occurrence form). Such insurance shall be maintained (x) if a corporate policy, for no less than ten (10) years after final completion, or (y) if a Project-specific policy,	\$15,000,000 per occurrence

Type of Insurance

Required Coverages

through 10-year products completed operations coverage;;

Fidelity

\$1,000,000 per occurrence, with a \$50,000 deductible

Automobile Liability Insurance for owned, non-owned, leased, hired, operated or licensed automobiles, trucks, tractors, all-terrain vehicles used in the Site. Coverage shall be endorsed to include Motor Carrier Act Endorsement - Hazardous Materials Clean-up (MCS-90) and CA 9948 Pollution Liability – Broadened Coverage for Covered Autos Endorsement for any Subcontractor or Affiliate that will at any time transport Hazardous Materials;

Not less than Five Million Dollars (\$5,000,000) combined single limit for accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident or occurrence.

Contractors Pollution Liability. Coverage shall be provided for third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from the operations and completed operations. Coverage shall include any transportation and any non-owned, off-site disposal and

Not less than \$5,000,000 per occurrence and in the aggregate;

Type of Insurance

environmental impairment. This insurance shall be maintained (x) if a corporate policy, for no less than ten (10) years after, or (y) if a Project-specific policy, through 10-year products completed operations coverage;

Cyber Liability and Professional Errors and Omissions Insurance including full prior acts coverage (or a retroactive date no later than the date of commencement of the Construction activities) including coverages arising out of breakdowns, system failures, malfunctions, and similar occurrences, and coverages for third-party claims alleging the loss or breach of sensitive data, caused by or arising out of the insured's Operations. Coverages must include all discovered cyber incidents affecting owner data or data of Owner employees, regardless of whether any third-party claims are filed, cyber extortion and fraudulent instruction losses, data and network liability, regulatory defense and penalties, and media liability, cost of notifying all effected parties, and expenses of personal monitoring, investigation, mitigation, regulatory and remediation costs and ongoing business interruption and restoration costs, including recovering data, repairing the problems discovered and restoring security, with deductibles or self-insured retentions acceptable of not more than \$500,000.00. Such insurance shall include, without limitation, contractual liability coverage to the

Required Coverages

Not less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) annual aggregate, or limits carried, whichever are greater, for all claims arising out of professional services performed in connection to this Contract and Cyber liability insurance with a minimum of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate,

Type of Insurance

Required Coverages

maximum extent possible for the indemnifications contained in this Contract. This insurance shall be in effect until all claims and suits arising out of the activities contemplated by this Contract and Contract Documents are barred by the applicable statutes of limitations and repose;

Property insurance covering loss or damage to all tools, equipment, Pre-Ordered Items and property that is owned by, leased by, or rented by or in the care, custody or control for use by contractors or subcontractors performing the Work under either the EPC Agreement or the Construction Agreement;

Such additional coverage as may be required by Laws, or which the Company considers necessary;

The limits of liability required above shall be satisfied through a combination of primary and umbrella/excess liability insurance policies which follow form; and

All insurance required will be provided through companies authorized to do business in the State of Illinois with an A.M. Best's rating of at least A-VII.

(c) Insurance certificates and copies of all applicable insurance policies and coverage forms, in form and content acceptable to County, evidencing all insurance coverages referred to in this section, shall be delivered to County before Company commences the Project as contemplated in this Agreement. The insurance certificates shall provide and specify that the related insurance coverage shall not be cancelled without at least thirty (30) calendar days prior written notice having been given to County. It is also understood and agreed that it is Company's sole burden and responsibility to coordinate activities between itself, County, and Company's insurer(s) so that the insurance certificates are acceptable to and accepted by County within the time limits described in this section.

(d) The County and its past, present and future officers, officials, employees and volunteers are to be covered as additionally insured on a primary and non-contributory basis on all insurance coverages required by this Agreement and required by the EPC Agreement and Construction Agreement, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Service shall be endorsed to make the Company or Company's subcontractor's ("Primary Insureds") insurance, shall apply on a primary basis, and that any other insurance maintained by County shall be in excess of and shall not contribute to or be commingled with the Primary Insureds' insurance. Where County has been named as an additional insured, Company shall include the provisions of this subsection in each of the EPC Agreement and Construction Agreement. The Primary Insureds' insurance shall contain a severability of interest provision stating that, except with respect to total limits of liability, all insurance shall apply separately to each Primary Insured or the additional insured in the same manner as if separate policies had been issued to each.

(e) The Company shall, upon thirty (30) days' written request from County, deliver copies to County, or make copies available for County's inspection, of any or all insurance policies that are required in this Agreement. If the Company fails to deliver or make such copies available to County; or, if the Company fails to obtain new insurance or have a previous insurance policy reinstated or renewed; or, if Company fails in any other regard to obtain coverage sufficient to meet the terms and conditions of this Agreement; then County may, at its sole option, terminate this Agreement.

(f) The Company acknowledges, understands, and agrees that it shall give prompt and prior written notice to County that any insurance policy defined or contemplated has lapsed, its limits have been reduced below the amounts required hereunder or such policy has otherwise been terminated. (g) Failure to comply with the insurance requirements of this Agreement shall constitute a material breach and are an express condition precedent of the County's obligations to Company under this Agreement, including but not limited to the obligation to pay the Company.

(g) Failure to comply with the insurance requirements of this Agreement shall constitute a material breach and are an express condition precedent of the County's obligations to Company under this Agreement, including but not limited to the obligation to pay the Company.

(h) Waiver of Claims/Subrogation. To the extent permitted under its policies of insurance and applicable law, Company agrees that regarding any loss or claim that is covered by insurance then carried by Company: (a) Company releases County of and from any and all claims

regarding such loss to the extent of the insurance proceeds paid with respect thereto and specifically excepting from such release any deductible required to be paid; and (b) Company's insurance companies shall have no right of subrogation against the County or County's agents, contractors, employees, licensees, or invitees on account thereof.

(i) Indemnity. To the full extent permitted by law, Company shall protect, indemnify, defend, and hold harmless County, and each of County's, members, directors, officers, elected officials, volunteers employees, attorneys and agents, from and against any and all liabilities, losses, claims, costs, damages, and expenses (including, without limitation, attorneys' fees, costs, and expenses, but specifically excluding any indirect, consequential, special, punitive or exemplary damages) arising from, relating to, or in connection with, any act or failure to act by Company which results from: (a) the negligence, fraud, or willful misconduct of Company; (b) a Company Default under this Agreement; or (c) acts by Company outside the scope of authority granted under this Agreement. This Section 18 shall survive the expiration or termination of this Agreement.

FAILURE TO COMPLY WITH THE ABOVE INSURANCE REQUIREMENTS WILL BE A MATERIAL BREACH AND GROUNDS FOR TERMINATION OF THIS AGREEMENT.

(j) Bonding. Prior to the commencement of the Project and as a condition precedent to submitting any Grant Requisition Form, the Company shall deliver to the County a mutually agreed-upon collection of performance bonds active for the duration of construction, and with the County, as obligee. The bond premium shall be paid by the Company or a designated third party. The surety shall be a surety company or companies approved to transact business in the State of Illinois and should be written on a form suitable to the County. The Company shall require the attorney-in-fact, who executed the required bonds on behalf of the surety company, to affix thereto a certified and current copy of the power of attorney. Notwithstanding any provision of this Agreement to the contrary, no payment shall be due and payable to the Company, even if the Company's obligations have been performed in whole or in part, until the bonds have been delivered to and approved by the County. Any such bonds shall be released by the County upon final completion of, and acceptance by the County of the work done by Company to complete, the Broadband Network.

(k) Escalation. The coverage required in this Section 18 shall, upon the request of the County, be increased with the exercise of each Term to an amount that adequately reflects any changes in economic conditions as mutually agreed upon by County and Company.

19. Default, Termination, and Remedies.

(a) General. Except as otherwise provide in Section 36, this Agreement shall not be terminated by the County unless a Company Default has occurred and the applicable, if any, notice provisions and cure period are followed. Nothing in this Section 19 shall prevent the County from withholding any or all Grant Funds under this Agreement. Furthermore, nothing in this Section 19 shall prevent the County from exercising (i) the Default Option or (ii) its right to discontinue further expenses for the development of the Project pursuant to Section 36.

(b) The occurrence of any one or more of the following events shall constitute a “Company Default” and breach of this Agreement by the Company:

(i) Failure to Complete Project. The failure by the Company to materially comply with plans set forth in the Grant Agreement, the Project Requirements, and Plans and Specifications without amendment and approval by the County. The time for completion will be extended (i) to the extent that a delay is caused by a Delay Event or a Force Majeure Event. In the event that the Company does not cure a Company Default within sixty (60) days after a Company Default notice is delivered to Company, after taking into account any applicable extensions, then the County shall be entitled to exercise its rights to terminate this Agreement due to the Company Default and/or exercise all other remedies available to the it under this Agreement, at law or in equity.

(ii) Network Outage. Network outages shall constitute a Company Default. In the event that more than twenty percent (20%) of the then-existing Broadband Network fails to connect willing Customers to the internet for an entire calendar day, the Broadband Network will be considered “Dark” and that day will be considered a “Dark Day”, provided that such day will not be considered a Dark Day if the failure to satisfy the above test was caused by the County, providers of telecommunications, electricity, or third parties (other than subcontractors of Company) not under the control of the Company or by a Delay Event or a Force Majeure Event. If the Broadband Network is continuously Dark for a period of three (3) or more days, then this shall constitute a Company Default, and the County may send a notice of termination, which shall be effective upon sixty (60) days from receipt by the Company if such Company Default has not been cured by the Broadband Network operating without any Dark Days for ten (10) days continuously. If the Company does cure the Company Default by the Broadband Network operating without any Dark Days for ten (10) days continuously prior to the end of such sixty (60) day period, then the termination shall not be effective, and the Company Default shall be cured. If Company is unable to cure the Company Default within said sixty (60) days by the Broadband Network operating without any Dark Days for ten (10) days continuously, then the County shall be entitled to exercise its rights to terminate this Agreement due to the Company Default and/or exercise all other remedies available to the it under this Agreement, at law or in equity.

(iii) Repeated Outages. Consistent and repeated outages that occur but do not constitute “Dark” if the County, in its reasonable discretion, deems the outages so numerous as to render the Broadband Network non-functional.

(iv) Failure to Maintain Service Levels and Pricing. The Company’s repeated and substantial failures to maintain performance standards and service levels as set out in Section 9 of this Agreement. In the event Company is in Company Default, and does not cure such Company Default within sixty (60) days after a Company Default notice is delivered to the Company, then the County shall be entitled to exercise its rights to terminate this Agreement due to the Company Default and/or exercise all other remedies available to it under this Agreement, at law or in equity.

(v) Assignment Defaults; Remedies. The making by the Company of any general assignment or general arrangement for the benefit of creditors; the filing by or against the Company of a petition to have the Company adjudged a bankrupt or a petition or reorganization or arrangement under any law relating to bankruptcy unless the same is dismissed within sixty (60) days; (iii) the appointment of a trustee or a receiver to take possession of substantially all Secured Project Assets or of Company's interest in this Agreement, where possession is not restored to Company within sixty (60) days; the attachment, execution or other judicial seizure of substantially all Secured Project Assets or of Company's interest in this Agreement, where that seizure is not discharged within sixty (60) days; or (v) a transfer or assignment by the Company in violation of Section 17 herein.

(vi) Company Default on Indebtedness. Any payment default by the Company on the Indebtedness that is not cured within the time period to cure granted under the documents and instruments relating to the Indebtedness. If the payment default occurs on any Tax-Exempt Indebtedness, the County may exercise the Default Option set forth in Section 19(f).

(vii) Other Defaults; Remedies. The Company's material failure to observe or perform any of the material covenants, conditions or provisions of this Agreement, or of any exhibits hereto, required herein to be observed or performed by the Company. In the event the Company does not cure such Company Default within sixty days after a Company Default notice is delivered to the Company, then the County shall be entitled to exercise its rights to terminate this Agreement due to the Company Default and/or exercise all other remedies available to it under this Agreement, at law or in equity.

(c) Default by County; Remedies. The Company has no right, except as provided in this paragraph and as set forth in Section 19(g), to terminate this Agreement or take action against the County for monetary damages as a result of default by the County. Notwithstanding anything in this Agreement to the contrary, in the event of the County's material failure to observe or perform any of the material covenants, conditions or provisions of this Agreement, or of any attachments hereto, required herein to be observed or performed by County and County's failure to cure such default within sixty (60) days after a default notice is delivered to the County, then Company's recourse against the County shall be limited as set forth in Section 7(b) and the Company shall be entitled to (i) seek injunctive relief against the County if the County undermines or frustrates the development and operation of the Project or unreasonably withholds any permit, consent or approval required or desirable for the Project and within its authority to provide, and (ii) receive any Grant Funds then otherwise due for reimbursement under the terms of this Agreement or the Grant Agreement and any Grant Funds due for work performed subsequent to the latest request for reimbursement through the date of termination. In accordance with this Agreement, the Company may continue to own and operate the Project until the election by the County, at its sole discretion, to meet the Indebtedness Satisfaction Condition, after which the Trustee will give the County and the Company notice that the Indebtedness Satisfaction Condition has been met, and the Company will have 180 days after delivery of such notice to transfer or

assign the assets and related contracts constituting the Project to the County, at the direction of the County.

(d) Dispute Resolution. In the event of a dispute between the Parties, the Parties are encouraged, but not required to attempt to achieve amicable resolution through informal discussions or mediation.

(e) Effect of Termination due to Company Default. In the event of termination of this Agreement due to a Company Default, the Company may not claim any further rights or privileges pursuant to this Agreement, including any further payment to the Company of Grant Funds for work completed after the effective date of termination of this Agreement. Following termination of this Agreement due to a Company Default and, at the County's sole discretion, meeting the Indebtedness Satisfaction Condition:

(i) At the discretion of the County and to the extent contractually possible, the Company shall assign to the County all leasehold interests held in accordance with Section 6(j) of this Agreement.

(ii) The County may freely assume and assign the title to any Project Assets and any leasehold interests of the Company assigned hereunder.

(iii) To the extent that title has passed to the County or rights have been assigned to the County hereunder, the County may assign and assume such facilities to (i) a new provider selected through a competitive process, or (ii) as may otherwise be allowed by law.

(iv) The assumption or acquisition of any Project Assets by the County as a result of termination of this Agreement due to a Company Default shall be conducted in accordance with the terms of the Resolution.

(f) County Default Option Upon Non-Payment of Indebtedness. In the event the Company defaults on its payments on any Indebtedness, the County has the exclusive option to acquire the Broadband Network for the remaining amount of the outstanding Indebtedness plus accrued interest to the date of the payment default by the Company. The County shall have (i) not less than ninety (90) days from the date it is notified by the Company of the default in which to exercise the Default Option, and (ii) not less than ninety (90) days from the date it exercises the option to purchase the Project.

(g) The Company may terminate this Agreement following an Event of Loss if the relevant Event of Loss is caused by a Force Majeure Event. If the Company wishes to exercise its right to terminate this Agreement pursuant to this Section 19(g), it shall issue a notice of termination to the County specifying the date on which the Company proposes to terminate this Agreement, which date shall not be less than sixty (60) days from the date of such notice. Upon such Event of Loss and related termination, the Company shall comply with the terms of the Grant Agreement and Resolution relating to the administration of the Project Assets as a result an Event

of Loss caused by a Force Majeure Event. As of the effective date of a termination under this Section 19(g), the County shall have no further obligation to the Company under this Agreement, and the Company may continue to own and operate the Project until the election by the County, at its sole discretion, to meet the Indebtedness Satisfaction Condition, after which the Trustee will give the County and the Company notice that the Indebtedness Satisfaction Condition has been met, and the Company will have 180 days after delivery of such notice to transfer or assign the assets and related contracts constituting the Project to the County, at the direction of the County.

(h) The County shall not be liable to the holders of any Tax-Exempt Indebtedness for any determination of taxability of such Tax-Exempt Indebtedness as a result of termination of this Agreement by the County or the Company pursuant to this Section 19 or the County's termination of this Agreement pursuant to Section 36.

20. County Defeasance Option. During the Term of this Agreement, the County has the right at any time to obtain unencumbered fee title and exclusive possession of the Project Assets financed by Tax-Exempt Indebtedness, by meeting the Indebtedness Satisfaction Condition. However, the County, at any time before such event it defeases the Tax-Exempt Indebtedness, may not agree or otherwise be obligated to convey any interest in the Project to any person (including the United States of America or its agencies or instrumentalities) for any period extending beyond or beginning after the County defeases the Tax-Exempt Indebtedness. In addition, the County may not agree or otherwise be obligated to convey a fee interest in the Project to any person who was a user of the Project, or a related person under section 103(b)(6)(C) of the Internal Revenue Code, before the defeasance within ninety (90) days after the County defeases the Tax-Exempt Indebtedness. If the County exercises its right under this Section 20, the Company must immediately cancel all encumbrances on the Project, including leases and management contracts, or assign or otherwise permit the County to assume such encumbrances, at the County's sole discretion. Any lease, management contract, or other similar encumbrance on the Project will be considered immediately cancelled if the lessee, management company, or other user ceases work, operations or otherwise vacates the Project within a reasonable time, generally not to exceed ninety (90) days, after the date the County exercises its right under this Section 20. Encumbrances that do not significantly interfere with the use of the Project, (i.e., easements granted to utility companies) are not considered encumbrances for purposes of this Section 20. The County may elect, at its sole option, to maintain or renew any lease, management contract, or other agreement relating to the Project that would constitute an encumbrance. For the avoidance of doubt, the provisions and procedures of this Section 20 shall apply to the County meeting the Indebtedness Satisfaction Condition as stated in this Agreement.

21. Maturity or Retirement of Tax-Exempt Indebtedness; Limitation on Indebtedness. If Tax-Exempt Indebtedness is used to finance all or a portion of the Project, upon maturity and satisfaction of the Indebtedness Satisfaction Condition, the title to the Project shall be transferred to the County free and clear of any encumbrances within ninety (90) days of such maturity or early retirement of such Indebtedness. The County may elect, at its sole option, to maintain or renew any lease, management contract, or other agreement relating to the Project that would constitute an encumbrance.

Notwithstanding anything to the contrary herein, the Company acknowledges and agrees that it may not issue or incur any Indebtedness, including Tax-Exempt Indebtedness without prior approval by the County Board.

22. Taxable Indebtedness; Revenue Sharing. If the Company does not incur Tax-Exempt Indebtedness and elects to finance the Project with Indebtedness the interest on which is taxable to the holders thereof, then in consideration of the significant investment of public support and resources in the Project, the Company agrees to share fifty-percent (50%) of the Company's Net Revenue with the County.

23. Procurement; Predevelopment Agreement. The County acknowledges that the Company will contract with Pivot to undertake its obligation to design, develop, install and operate the Project and comply with the Project Requirements. During the Term of this Agreement, the Company agrees that when procuring services from third-party providers (other than those services that have been competitively procured and are to be provided by the Pivot Team) it shall comply with State or County procurement guidelines where applicable. The Company shall provide the Project Manager with all information relating to any procurement that is subject to State or County procurement guidelines to ensure compliance. Further all of Pivot's rights, duties, and obligations under the Predevelopment Agreement shall remain in effect, and to the extent there is any conflict between the Predevelopment Agreement, or any other prior agreement between the County and Pivot, and this Agreement, the terms of this Agreement shall control.

24. County Recapture of Predevelopment Service Costs. Notwithstanding the provisions of Section 22, the Company acknowledges and agrees that the County shall be entitled to recapture costs paid to Pivot pursuant to the Predevelopment Agreement in an amount not to exceed One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) ("Predevelopment Costs"). Such amount shall only be recaptured by the County to the extent revenue is available to the Company from the operation of the Broadband Network after the payment of all costs of Indebtedness and the operation of the Broadband Network. The County's interest in the recapture of the Predevelopment Costs shall be subordinate to any other interests in the Project, including the interests of the holders of any Indebtedness, and shall not be repaid so long as any Indebtedness remains outstanding.

25. Notices. Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U.S. Mail, first class, with postage prepaid at the addresses set forth below or upon actual receipt:

To County:

Kendall County, Illinois
111 West Fox Street
Yorkville, Illinois 60560
Attn: Christina Burns, County Administrator
Email: cburns@kendallcountyil.gov

with a copy to:

State's Attorney of Kendall County, Illinois
807 West John Street
Yorkville, Illinois 60560
Attn: Eric Weis
Email: eweis@kendallcountyil.gov

with a copy to:

Taft, Stettinius & Hollister LLP
111 East Wacker Blvd., Suite 2600
Chicago, Illinois
Attn: Matthew Miller
Email: mjmill@taftlaw.com

To Company:

Fox Fiber, NFP
6674 East 118th Ct.
Thornton, Colorado 80233
Attn: James Cannon
Email: jim@pivot-tech.io

Although email may be used for informal communications regarding this Agreement, any notice required to be sent pursuant to this Agreement shall be sent by first class U.S. Mail.

26. Compliance.

(a) Public Documents. Unless specifically exempted pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq., as amended), all reports, documents, financial data and other information provided to the County shall be public records. The County shall make its reasonable efforts to protect information exempted from the Illinois Freedom of Information Act.

(b) Discrimination. The Company covenants and agrees that, (i) in carrying out its obligations hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, sexual orientation, religion or sex; and (ii) the Company shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or laws, and as such rules, regulations, or laws may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this section, County shall have the right to terminate this Agreement.

(c) Public Entity Crime. Any Person or affiliate, as defined in the Illinois Statutes, shall not be allowed to contract with County, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date the Solicitation, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date the Solicitation, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving

antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with County obtained in violation of this section shall be subject to termination for cause. A subcontractor who obtains a subcontract in violation of this section shall be removed from the Project and promptly replaced by a subcontractor acceptable to County.

(d) Conflict of Interest. Both parties affirm no County officer or elected official has a direct or indirect pecuniary interest in the Company, Pivot (or any partners, subcontractors or affiliates thereof), or in this Agreement, or, if any County officer or elected official does have a direct or indirect pecuniary interest in the Company, Pivot (or any partners, subcontractors or affiliates thereof), or in this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

(f) Prevailing Wage. The Company agrees that it shall comply and require all subcontractors working on the Project to comply with the prevailing wages requirements contained in 820 ILCS 130 et seq.

27. Survival. The rights and remedies available to the Company and the County for any breach that takes place during the Initial Term or any Renewal Term (if the Agreement is renewed into any Renewal Term) shall survive any expiration or termination of this Agreement.

28. No Waiver of Sovereign Immunity. Notwithstanding any provision of this Agreement to the contrary, no provision of this Agreement shall be construed to be a waiver of the sovereign immunity (or any other immunity, governmental or otherwise) of the State of Illinois or the County.

29. Entire Agreement. Together with the exhibits referenced in this Agreement and any exhibits to those exhibits, this Agreement expresses the entire understanding between the parties with respect to this matter, and no amendment, waiver, or modification of this Agreement shall be made unless (i) expressly set forth in writing, or (ii) a mechanism in this Agreement allows for an exhibit to this Agreement, such as the Grant Application.

30. Litigation Expenses and Attorney's Fees. In the event of any enforcement action or litigation arising out of any Default or dispute related to this Agreement, each side shall pay their own legal expenses.

31. Consultation with Attorneys. Each Party recognizes that (i) it has consulted with its own attorney and (ii) taken part in the negotiation and drafting of this Agreement.

32. No Third-Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the Parties and their permitted assigns and transferees, and they shall not be construed as conferring any rights to any third party (including any third-party beneficiary rights). Pivot is not a party to this Agreement and does not have any obligations under this Agreement.

33. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.

34. Severability. If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

35. Grant Funds; Obligation. Notwithstanding any provision of this Agreement to the contrary, the respective obligation of the County to assign, transfer, reimburse, or otherwise pay over Grant Funds to the Company shall at all times remain subject to the availability of the Grant Funds. The County acknowledges and agrees that it shall not expend any Grant Funds for any purpose other than to reimburse the Company for costs of the Grant Funded Components.

36. Termination for Convenience by the County. (a) Notwithstanding any provision in this Agreement to the contrary, the County may in its sole discretion terminate this Agreement as at any time without cause by delivering written notice of termination and such termination shall be effective thirty (30) days following delivery of notice, in whole or in part, upon giving the Company notice of such termination. Upon termination under this Section 36, the Company shall be entitled to receive the following:

(i) Any Grant Funds then otherwise due for reimbursement under the terms of this Agreement or the Grant Agreement as of the latest request for reimbursement;

(ii) Any Grant Funds due for work performed subsequent to the latest request for reimbursement through the date of termination; and

(iii) Reasonable compensation for the actual cost of demobilization incurred by the Company as a direct result of such termination by the County. The Company shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, the County shall not have any further obligations to the Company of any nature.

(b) Notwithstanding any provision of this Agreement to the contrary, in no event shall the County owe any money or otherwise be liable to the Company (or any other party) for any costs relating to the Project, or any Indebtedness.

(b) Upon termination under this Section 36, the County may elect, in its sole discretion, to purchase or to assume the Project and/or components thereof by meeting the Indebtedness Satisfaction Condition. Upon such election to purchase or assume the Project by the County by meeting the Indebtedness Satisfaction Condition, the procedures and provisions set forth in Section 20 are applicable to such purchase, and the Company shall take such steps as the County may

require in order to assign to the County the Company's interest in all subcontracts and purchase orders designated by the County. After all such steps have been taken to the County's satisfaction the Corporation shall be entitled to receive those amounts set for in Section 36(a)(i)-(iii). The assumption or acquisition of any Project Assets by the County as a result of termination of this Agreement under this Section 36 shall be conducted in accordance with the terms of the Resolution. If the County does not so elect, the Company shall continue to own the assets comprising the Project and may continue to develop and operate the Project, and the County will not undermine or frustrate the development and operation of the Project or unreasonably withhold any permit, consent or approval required or desirable for the Project and within its authority to provide.

37. Force Majeure Event. No party shall be obligated to perform its obligations under this Agreement to the extent that the non-performance of such obligations is directly caused by a Force Majeure Event. As soon as practicable after the party whose performance will be effected realizes the existence of the Force Majeure Event, such party shall provide written notice to each other party of (i) the existence of the Force Majeure Event, (ii) how such Force Majeure Event prevents the performance of the notifying party's obligations under this Agreement, and (iii) a proposed remedy to the Force Majeure Event situation. The notifying party shall undertake all reasonable efforts to perform its obligations under the Force Majeure Event.

38. Delay Event.

(a) "Delay Event" means any circumstance, event or condition (or combination thereof) beyond the reasonable control, directly or indirectly, of the Affected Party (as defined herein) but only to the extent that:

- (i) causes a continuous delay for at least 21 (21) days;
- (ii) such circumstance, event or condition, despite the exercise of diligence, cannot be prevented, avoided or overcome by the Affected Party;
- (iii) such circumstance, event or condition prevents or delays the performance by the Affected Party of any or all of its obligations under or pursuant to this Agreement;
- (iv) the Affected Party has taken all reasonable precautions, due care and measures to prevent or avoid the effect of such circumstance, event or condition on its ability to perform its obligations under this Agreement;
- (v) such circumstance, event or condition is not the direct or indirect result of a breach by the Affected Party of its obligations under this Agreement;
- (vi) the Affected Party has given the other Party notice in accordance with this Section 38; and
- (vii) any Change of Law.

(b) Any delay in the State's payment or reimbursement of Grant Funds to the County under the Grant Agreement that: (i) is not a result of any action or inaction of the County and (ii) is continuous for a period of at least ninety (90) days shall constitute a Delay Event.

(c) As soon as practicable after the party desiring to invoke a Delay Event (the "Affected Party") has knowledge of the existence of a Delay Event, it shall provide written notice to the other party of (i) the occurrence of the Delay Event, (ii) how such Delay Event prevents or delays the performance of any or all of the Affected Party's obligations under this Agreement, and (iii) a proposed remedy to the events, conditions or circumstances constituting a Delay Event. The Affected Party shall undertake all reasonable efforts to perform its obligations under the Delay Event circumstances.

(d) The Affected Party shall not be liable for any delay or failure in performing its obligations under this Agreement due to a Delay Event.

39. Other Broadband Projects Not Precluded.

(a) County Non-Exclusivity. For the purpose of clarification and without in any way limiting the rights of the County, nothing in this Agreement shall be interpreted to prevent the County from undertaking or providing funding for the establishment, enhancement, or expansion of broadband internet or similar services in or around the County, including with partners other than the Company.

(b) Company Non-Exclusivity. Furthermore, the Company may provide broadband internet or similar services outside of the County; provided, however, that all work done with the Grant Funds shall be in the County, unless otherwise agreed to by the County and approved by the State of Illinois. Further, the Company agrees that it shall not build any network or provide any broadband internet or similar services in the area of the Broadband Network or any planned future network.

40. Miscellaneous. This Agreement shall be governed by the laws of the State of Illinois. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Kendall, Illinois, or the Circuit Court for the County of Sangamon, Illinois (if the dispute is deemed by the County needed to be adjudicated in Sangamon County because of the Grant Agreement), and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Agreement are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Agreement. This Agreement is the entire agreement between the parties and may not be amended or modified, except as otherwise set forth herein. If any provision of this Agreement is determined to be unenforceable, then the remaining provisions of this Agreement shall be interpreted as in effect as if such unenforceable provision were not included therein. No party shall be responsible or liable to the other party for indirect, consequential, special, punitive or exemplary losses or damages of any nature.

41. Condition Precedent. The rights and obligations of the Parties under this Agreement, shall be conditioned upon the execution and delivery of the Grant Agreement under terms and conditions that are consistent with the Grant Application.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF KENDALL, ILLINOIS

By: _____
Name: _____
Its: _____

FOX FIBER, NFP,
an Illinois nonprofit corporation

By: _____
Name: _____
Its: _____

ACKNOWLEDGED AND AGREED TO:

PIVOT TECH DEVELOPMENT INC.,
a Delaware corporation

By: _____
Name: James Cannon
Title: CEO

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
COUNTY OF KENDALL, ILLINOIS.

[_____] , 2025

County Board Charmain
Kendall County, Illinois

EXHIBITS

Exhibit A	Solicitation
Exhibit B	Proposal
Exhibit C	Form of Grant Agreement
Exhibit D	Grant Application
Exhibit E	Grant Requisition Form
Exhibit F	Secured Project Assets
Exhibit G	Project Budget
Exhibit H	Project Requirements
Exhibit I	Predevelopment Agreement
Exhibit J	Initial Acceptable Use Policy
Exhibit K	Initial Disaster Contingency Plan



REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

Kendall County, Illinois

SUMMARY

Kendall County, Illinois seeks a public or private partner to build, finance, operate, and manage (BFOM) an affordable, reliable, and scalable all fiber optic middle mile network to support next-generation, high-speed broadband internet to businesses, residences, and other entities.

Connect Kendall County Commission
Special Committee of the Kendall County Board

Kendall County, Illinois
Kendall County Board

REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN
PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

Kendall County, Illinois is seeking a Public-Private partnership to build, finance, and maintain a middle-mile fiber network. The design will be based on our Fiber Network needs assessment.

April 25, 2023

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SECTION 1: INTRODUCTION

A. DEFINITIONS:

“Addenda” or “Addendum” means written or graphic instruments issued by Kendall County, Illinois (“County”), which by additions, deletions, clarifications or corrections, modify or interpret the RFP Documents. All Addenda shall be incorporated herein by reference as part of the RFP.

“County” means Kendall County, Illinois and its elected officials, departments, employees, and agents.

“CKCC” means Connect Kendall County Commission, a separate voting body from the County Board.

“Partner,” except as noted in Section 4, Paragraph 6, means an individual or entity engaged in business with the County for the mutual benefit of both parties in this Project and does not denote or imply, on its own, a legal relationship between them.

“Partnership” means a relationship consistent with the term “Partner” above.

“Project” means the Scope of Work described in the RFP Documents.

“Proposal” means a complete and properly executed plan to complete the Project per the requirements stated in this Request for Proposal and in accordance with the RFP Documents.

“Project site” means the location where the Project will be performed, which is the following location: Kendall County, Illinois

“Procurement Ordinance” refers to the Kendall County Procurement Ordinance, as amended from time to time.

“Respondent” means a person or entity who submits a Proposal and who meets the requirements set forth in the RFP Documents.

“RFP” means this Request for Proposal and any documents specifically incorporated by reference or attached hereto.

“RFP Documents” means this Request for Proposal, all Addenda, the project manual and drawings of the Project, which shall hereinafter be referred to collectively as “RFP Documents”.

B. SCOPE OF WORK:

The County, by and through its Connect Kendall County Commission, seeks a qualified internet service provider to manage a broadband and last-mile network within the county who will provide the following scope of services in accordance with the requirements set forth in this RFP and the RFP Documents:

1. The Respondent will manage the middle-mile broadband network of rings on behalf of the County.
2. The Respondent will be a financial partner.
3. The Project is being financed, in part, with grant funds. By submitting a response to this RFP, the Respondent must agree to comply with all applicable requirements set forth in the terms and conditions of the Grant.
4. Partnership Considerations:

- a. Using our Broadband Plan (<https://www.kendallcountyil.gov/transparency>) as a guide, the County is looking to undertake a public-private partnership to build the middle mile with the partner providing the last mile service.
 - i. Note: the rural rings, identified in yellow in the interactive map, (<https://www.kendallcountyil.gov/transparency/broadband-assessment>), are top-priority and expected to be built first.
 - b. The County can assist, and is willing to make available the following items:
 - i. Access to existing fiber only ducts and excess available fiber
 - ii. Access to County-owned facilities
 - iii. Assist with access to identified anchor institutions-owned facilities
 - iv. Ability to expedite permitting
 - v. Depending on need, certain county property and structures can be made available for the housing of materials, parking, and/or offices
5. Scope of Services:
- a. Design and build a high-speed network that will reach all residential addresses in the County. This includes single family homes, multi-unit dwellings, apartments, townhomes, farms, etc.
 - b. Provide a minimum symmetrical 100Mbps service tier and support service tiers of symmetrical 100Mbps and up to all customers.
 - c. Provide a detailed proposal of all service tiers that are intended, service terms, and anticipated service costs which include all potential costs to the customers.
 - d. Provide customer service standards including such things as phone answering times, repair times, installation times, if there would be a local office, and the location of a phone answering facility.
 - e. Provide a cost of the proposed network. If the County is expected to contribute, Respondent should indicate how the County will be reimbursed for its investment.
 - f. Provide complete and detailed responses to the Technical Proposal.
6. Technical Proposal:
- a. Describe the technical components of the network, providing detail regarding the key design decisions to support 100Mbps for all customers.
 - i. Describe the capacity of the back haul connection and plans for growth
 - b. Affirm that the network will strive to serve a majority of the unserved/underserved residential properties in the County
 - c. Provide a reasonable explanation of the intended construction methods and materials, deployment plan, and construction restoration plan. It is expected that during the project and at the conclusion of construction, County residents and property owners will see minimal indication of the network construction.
 - d. Describe the resources that will be provided following the construction phase to support the installation, maintenance of the network, and customer support
 - e. Describe in detail the expectations of the partnership, listing opportunities to leverage existing County infrastructure, wholesale bandwidth requirements, and additional resource needs.
 - f. Willingness to have both fiber-to-the-home and wireless connectivity
 - g. Provide proposed network up-time; plans to ensure maximum up-time
7. Initial Agreement Terms
- a. To better understand the potential terms of an agreement between the Respondent and the County, and if those terms will be suitable for both parties to begin entering into a negotiated agreement, the following items should be included in the response:
 - i. Provide an explanation of, and the data to demonstrate, the financial capacity and capability to undertake this project. Among other documents, audited financial statements, bank statements, or SEC (Securities and Exchange Commission) filings may be provided.
 - ii. A detailed example of service terms that outline the commitment to subscribers regarding service level, outage response, pricing adjustments, and service quality.

- iii. An example of the terms and conditions the Respondent would present to the County as part of this agreement. Please highlight terms that would be absolute requirements of the potential agreement as well as terms that the Respondent is willing and able to negotiate.
 - iv. Please provide any potential compensation and service usage proposals.
 - b. The County seeks a Respondent that can demonstrate their business model is tested and demonstrate experience operating an economically viable communications network over time. The Respondent's business plan demonstrates long-term sustainability (including, for example, sufficient cash flow to ensure that network equipment can be refreshed and replaced consistent with industry norms). Depending on qualification and experience, the County may choose to negotiate for the inclusion of a performance bond, first-right-of-refusal, buyout option, and/or a net lease agreement of some form.
- 8. Additional requested responses:
 - a. Overview of Respondent's services and statement of core business competencies.
 - b. Brief explanation as to why the Respondent is interested in this RFP and expanding its broadband service offerings into the County, and how such network expansion fits within Respondent's broadband footprint.
 - c. Overview prior experience designing, planning, constructing, financing, operating, and/or maintaining infrastructure and projects like the proposed Project. Respondents are further required to provide a narrative, including references and any measurable benefits, for any similar projects to that which the Respondent is proposing.
 - d. Overview for Respondent's executive team and any individuals who will be directly involved in the proposed Project.
 - e. Respondents willingness to have the network remain "open access" of the middle mile Broadband Infrastructure, making it available to multiple service providers, on a non-discriminatory basis, including terrestrial and wireless last mile broadband providers and any other party making a bona fide request for access to the conduit and/ or fiber.
 - f. How the Respondent will ensure user protections and the security of its network.
 - g. Respondent Pricing Components
 - i. The proposed rate structure and speed tiers for the various end users to which service will be available through the Project. Respondents must provide one-time costs, such as customer premise equipment ("CPE") installation, and recurring costs, such as monthly service costs, for residential customers, commercial customers, and institutional/ governmental customers.
 - ii. How the Respondent will provide its pricing structure(s) to end users and how users are notified of any changes to such pricing structures.
 - iii. Network monitoring and customer support/ customer service protocols, including network redundancy, short- and long-term maintenance and upgrades to the proposed network.
 - iv. Revenue-share opportunities for the County from the Project are considered secondary to County's priorities. However, it is the County's expectation that the Broadband Infrastructure will generate revenue that can be reinvested locally and provide additional services and/or internet literacy programs. Respondents should include any proposed revenue-share opportunities in sufficient detail for the County to analyze the potential benefit prior to issuing award under the RFP.
 - v. If applicable, Respondent should describe additional funding opportunities that could support its efforts with the County (for this Project or others in the future).
 - vi. If applicable, Respondent should provide examples of any customer affordability programs the Respondent has instituted and/or managed in other communities and describe the potential for such similar programs in its proposal to the County.
 - h. The County seeks to own the middle mile network, but is willing to negotiate other proposed options, and partner with the Awardee for the design, construction, financing, operation, and

maintenance of the middle mile network, as well as last-mile expansion. Partnership can take many forms. Please detail how the Respondent proposes to work with the County on the middle mile and last-mile deployment contemplated herein and the purported benefits of such arrangement for each party.

- i. How the Respondent will market the Broadband Infrastructure to users in the county, once available and what assistance is expected from the County for such outreach. The Awardee shall provide clear information to end-users regarding monthly service rates and speeds supplied over the network.
- j. Confirmation that the Respondent is enrolled in the Affordable Connectivity Program (“ACP”) and information regarding any additional low-cost offers that would be made available with Respondent’s service.
- k. Any additional digital inclusion efforts included in the Respondent’s Project.
- l. Any additional services that will be made available in the County through the Respondent’s proposed Project. This includes, but is not limited to public Wi-Fi, Internet of Things (“IoT”) use cases such as smart utility monitoring, and others.

Minority business firms are encouraged to submit Proposals on the Project, and Respondents are encouraged to utilize minority businesses as sub-contractors, suppliers, and for services related to the Project. Businesses located in Kendall County, Illinois are also encouraged to submit Proposals for the Project.

Also, the RFP Documents incorporate by reference herein all requirements of the Kendall County Procurement Ordinance, as amended. In the event of any conflict between the RFP Documents and the Kendall County Procurement Ordinance, the terms of the Kendall County Procurement Ordinance, as amended, shall control.

C. BASIS OF PROPOSALS:

The members of the CKCC will review all bids. Pursuant to the Kendall County Procurement Ordinance, the County Board shall make the award to the responsible Respondent whose proposal conforms to the solicitation and is determined, in writing, to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the Request for Proposal. The members of the CKCC may consider the following factors in making its selection and may assign 1 to 5 points for each of the items below: Based on this criteria and the members’ evaluation, the top 2 or 3 Proposals will be presented to the County Board. Respondents may be required to present to the County Board in person and virtual presentations are acceptable. The Project will be awarded to the Respondent with the highest rank according to the following matrix:

1. Experience and qualifications of the vendor and personnel assigned to this project
2. Ability to meet financial backing for middle mile
3. Ability to provide last-mile financial plan
4. Ability to meet requirements of grants associated with this build
5. Ability to complete the build requirements listed in this
6. Experience maintaining middle-mile fiber networks
7. Clear technical proficiency for the mix of technologies and cohesiveness of the network proposed
8. Ability to meet and surpass minimum project requirements (100 mbps)
9. References

The specifications described herein are what the County determined are necessary to meet the performance requirements of the County. Respondents desiring to address items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate proposals. However, alternate proposals must be clearly marked as such and deviations from the specifications must be plainly noted. The proposal must

be accompanied by complete technical specifications of the alternate item(s) offered. Equivalency shall be at the County's sole discretion, and it shall be the County's sole decision whether to accept an alternate or not.

D. IMPORTANT DATES:

The following table identifies several important dates and deadlines related to the Bidding Documents:

DATE	EVENT
April 25, 2023	RFP Documents available at https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids
May 24, 2023	Questions due to CKCC@kendallcountyil.gov no later than 12:00 p.m. (CST)
May 24, 2023	Questions answered via addendum and posted on the County's website no later than 4:00 p.m. (CST) at https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids
May 31, 2023	Sealed Proposals due no later than 12:00 p.m. (CST). Proposal opening conducted at 2:00 p.m. (CST) at 111 W. Fox Street, Yorkville, Illinois, 60560
June 22, 2023	Proposal review and scoring at CKCC meeting
July 13, 2023	Selected Respondents present at Committee-of-the-Whole
July 18, 2023	County Board potentially approves contract of selected vendor

E. EXAMINATION AND PROCUREMENT OF DOCUMENTS:

All documents will be available at <https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids> starting on the date noted in Subsection D above.

F. ADDENDUM:

Any, and all, changes to the RFP Documents are valid only if they are included by written addendum to all Respondents. Addenda are written instruments issued by the County prior to the date for receipt of Proposals, which modify or interpret the RFP Documents by addition, deletions, clarifications, and/or corrections. All addenda so issued shall become part of the RFP Documents. Only Meagan Briganti or Matthew Kinsey has the authority to issue an addendum for these RFP Documents.

No interpretation of the meaning of the plans, specifications, or other RFP Documents will be made orally. All Addenda will be posted at <https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids>.

Each Respondent shall confirm prior to submitting a Proposal that all Addenda issued by the County have been received and, by submission of a Proposal, such act shall be taken to mean that such Respondent has received all Addenda; is familiar with the terms thereof; and understands and agrees to comply fully with the contents of the RFP Documents and Addenda. Failure of the Respondent to receive and review any addendum or interpretation issued by the County shall not relieve the Respondent from the obligation under their Proposal as submitted. Failure of a Respondent to request an interpretation constitutes a waiver to a later claim that ambiguities or misunderstandings caused a Respondent to submit a Proposal improperly.

G. QUESTIONS

Should a Respondent require any additional information about this RFP or any other RFP Documents, such questions should be directed in writing to the County. All questions should be sent to:

Connect Kendall County Commission

Subject: Broadband RFP Questions

E-mail address: CKCC@kendallcountyil.gov

Questions must be received by the County at the above-referenced email address no later than 12 p.m. (CST) on May 24, 2023.

Questions timely received by the County will be answered at the discretion of the County. Any answers provided by the County will be given by means of an addendum published <https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids> and sent to all Respondents.

SECTION 2: SUBMITTAL OF PROPOSALS

A. Submittal of Sealed Proposal

Respondents are required to submit Proposals electronically in .PDF format via email to: CKCC@kendallcountyil.gov. The subject of a Respondent's email should read "Proposal for Broadband RFP".

All Proposals must be received by the above-referenced email address no later than 12 p.m. (CST) on May 31, 2023 (hereinafter referred to as the "Due Date"). Proposals received after the Due Date will not be considered.

B. Modification or Withdrawal of Proposals:

Prior to the date and time designated for receipt of Proposals, a Respondent may submit a new Proposals to replace a Proposal previously submitted, or withdraw its Proposal entirely, by sending written notice to the person designated to receive Proposals on behalf of the County. Such notice must be received by the County on or before the date and time set for receipt of Proposals. The person receiving Proposals shall verify that the replaced/withdrawn Proposal is removed from the other submitted Proposals and not considered. Notice of submission of a replacement Proposal or withdrawal of a Proposal shall be worded so as not to reveal the amount of the original Proposal.

C. Opening of Sealed Proposals:

The sealed Proposals timely received by the County shall be opened and publicly read on **May 31, 2023 at 2 p.m. at 111 W. Fox Street, Yorkville, Illinois 60560**. Each sealed Proposal received by the County shall be analyzed to ensure that all stipulations have been satisfied by the Respondent. The results shall be recorded and forwarded with all RFP Documents to the appropriate County official. Respondent attendance is NOT required at the opening of sealed Proposals.

SECTION 3: INSTRUCTIONS TO RESPONDENTS

A. **What Information Must Be Included In The Proposals:** All Proposals must comply with the following requirements:

1. The Respondent must complete and include all of the following documents with their Proposal:
 - Mandatory Cover Sheet (The Cover Sheet form to complete is attached to the RFP as Exhibit A)
 - Completed Proposal Forms (the Proposal Forms are attached to the RFP as Exhibit B)
 - All other requirements included in the RFP Documents
2. All sealed Proposals must be comprehensive and complete for the services requested in the RFP Documents. All Proposals shall provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of the RFP Documents and the services requested therein. Emphasis should be on completeness and clarity of content.
3. Any proposed reduction in price or any proposed donation of materials, supplies and/or labor by the Respondent shall be specified in the completed Proposal Forms. Any reduction or donation provided by a Respondent to the County shall not relieve Respondent of their obligations to comply with existing local, state or federal laws, including but not limited to the Illinois Prevailing Wage Act (820 ILCS 130/.01 *et seq.*). The County shall only consider any reduction or donation in determining the lowest responsible Respondent to the extent that the reduction or donation effects the stipulated sum Proposal by a Respondent.
4. The "Terms and Conditions" set forth in the RFP Documents will apply to the contract between the County and the successful Respondent. By submitting a Proposal, a Respondent agrees to the Terms and Conditions. Any Proposal that conflicts with the Terms and Conditions may be deemed an unresponsive Proposal.
5. All sealed Proposals shall be submitted on forms included in these RFP Documents unless otherwise specified.
6. All information requested on Proposal forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict.
7. The County will not be responsible for any expenses incurred by the Respondent in preparing and submitting Proposals.
8. The Respondent must sign their Proposal in their business or corporation's name and must bear the original longhand signature of a principal legally authorized to sign contracts on behalf of the Respondent. The name of each person signing should be typed or printed below the signature.
9. The individual signing the document for the Respondent shall initial all erasures and/or corrections in their sealed Proposal.
10. All variations to the stated specifications must be described in detail (free from ambiguity).

11. All Respondents must confirm they are appropriately licensed and authorized to conduct business within the State of Illinois. Respondents shall be prepared to furnish evidence of the foregoing upon request.
12. The Respondent acknowledges that all materials submitted with the Proposal become the property of the County and, as such, may be available to the public pursuant to applicable law.
13. The Respondent is expected to comply with the true intent of this RFP and the RFP Documents taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or to the County. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the County in writing, and the County will issue written corrections or clarifications. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP and RFP Documents. Respondent will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Respondent in the process of putting the Proposal together.

B. Modification or Interpretation of RFP Documents:

The Respondent acknowledges that some of the existing conditions shown in the RFP Documents are presented for information as an approximation and are not a substitute for the Respondent's required field verification of existing conditions relating to the Project. Failure to make the necessary field examinations will not relieve the Respondent from any of the requirements of the RFP Documents or any contract entered into by the County and the successful Respondent.

The Respondent shall carefully study the RFP Documents, shall examine the site and local conditions, and shall notify the County of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to the procedures set forth in these RFP Documents.

C. Award of Bid:

It is the intent of the County to award the Proposal to the most qualified and responsible Respondent who has met all specifications, terms, and conditions of this RFP and all other RFP Documents. The County reserves the right to issue its award subject to the criteria referenced in Section 1, Subsection C. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the County, and delivery and discount terms will be taken into consideration in making the award(s).

Submission of a Proposal confers no rights on the Respondent to selection or to a subsequent contract. This RFP process is for the County's benefit only, and it is intended to provide the County with competitive information to assist in selection of services. All decisions on compliance, evaluation, and responsiveness shall be made solely at the County's discretion. By submitting a Proposal, Respondent acknowledges the County's decision is final, binding, and conclusive upon the Respondent for all purposes.

All Proposals submitted shall be considered firm offers and will be binding for one hundred and eighty (180) calendar days following the due date for submittal of sealed Proposals, unless, upon the County's request, the Respondent agrees in writing to an extension.

The failure of a Respondent to promptly supply information requested in the RFP Documents may result in the Respondent being eliminated from consideration.

The County reserves the right to reject any or all Proposals, to waive any or all irregularities, to waive or deviate from the procedures or timetable identified in the RFP Documents, or to supplement, amend, or otherwise modify the RFP Documents, without notice. The County may seek additional information or clarification from a Respondent at any time and failure to respond promptly may be cause for rejection of the Proposal.

The County reserves the right to disqualify Proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Respondent. The Respondent's failure to agree to the Terms and Conditions included in the RFP Documents or to otherwise meet the requirements of the RFP Documents may result in the disqualification of the Respondent's Proposal from further consideration as an unresponsive Proposal.

D. Execution of Contract:

The accepted Proposal shall be contracted by the County for the total stipulated sum set forth in the accepted Proposal. The County will not be responsible for any additional charges above the accepted Proposal unless additional services are negotiated and accepted by the County by written addendum to the original contract.

The contents of the Proposal submitted by the successful Respondent and the RFP Documents (including, but not limited to the Terms and Conditions set forth below in this RFP) will become a part of the contract awarded as a result of the Proposal process.

SECTION 4: TERMS AND CONDITIONS

The Respondent's failure to agree to the following terms and conditions may result in the disqualification of the Respondent's proposal from further consideration as an unresponsive Proposal.

By submitting a Proposal, Respondents represent that:

1. Respondent has read and understands the RFP Documents;
2. Respondent understands how the Project relates to other renovations being completed by the County at the Project site, which may be concurrently Proposal, or presently under construction at the Project site;
3. The Proposal complies with the RFP Documents;
4. Respondent has visited the Project site; is familiar with local conditions under which the Project is to be performed; and has correlated the Respondent's observations with the requirements of the RFP Documents and the Respondent's Proposal; and
5. The Proposal is based upon the materials, equipment, and systems required by the RFP Documents, as may be amended by written addendum, without exception.

By submitting a Proposal, Respondents agree to accept and comply with the following Terms and Conditions that shall be incorporated by reference herein to the contract between Kendall County and the successful Respondent:

1. These Terms and Conditions, along with the RFP, the RFP Documents, and the Respondent's Proposal, represent the entire understanding between the parties hereto (collectively, the "Agreement"), and any modification or amendment hereof must be made in writing, signed and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict, the documents shall control in the following order of descending precedence: the Agreement, the Terms and Conditions set forth in the RFP, the remaining portions of the RFP Documents, and the Respondent's Proposal.
2. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Project has been fully completed to the satisfaction of the County within a reasonable amount of time as contemplated and agreed to by the parties or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.
3. Pursuant to, and as set forth in this Agreement, Respondent will provide the County the following services:

See "Scope of Work" in Section 1, Subsection B above.

4. As consideration for the services to be performed by Respondent pursuant to the terms and conditions set forth in this Agreement, the County agrees to partner with Respondent for the purposes of this Project with the aim of mutual benefit to both parties.

All potential payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

5. The County reserves the right to make changes in the Scope of Work (increases and decreases of any kind) and alterations in material and product selections. Respondent, its contractors, and subcontractors and their respective employees and agents shall make no changes in the Scope of Work without issuance of a

written change order that is first executed by both the County and the Respondent. The County will not pay for verbal change orders. Respondent must obtain written change orders or, at minimum, email authorization of additional fixed-price change order work from the County *before* proceeding with any additional work or any variations in specified materials. Furthermore, Respondent understands and agrees that any public works change orders that total fifty percent (50%) or more of original contract price must be repropose in same manner as the original contract. *See* 50 ILCS 525/5. Respondent also understands and agrees that any change orders of more than \$10,000 or 30 days (more or less) in completion time, must be pre-approved in writing by the County. *See* 720 ILCS 5/33E-9.

6. Respondent is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the County. Respondent understands and agrees that Respondent is solely responsible for paying all wages, benefits and any other compensation due and owing to Respondent's officers, employees, and agents for the performance of services set forth in the Agreement. Respondent further understands and agrees that Respondent is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Respondent's officers, employees and/or agents who perform services as set forth in the Agreement. Respondent also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Respondent, Respondent's officers, employees and agents and agrees the County is not responsible for providing any insurance coverage for the benefit of Respondent, Respondent's officers, employees and agents. Respondent hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the County, its board members, officials, employees, insurers, and agents for any alleged injuries that Respondent, its officers, employees and/or agents may sustain while performing services under the Agreement. Respondent shall exercise general and overall control of its officers and employees.
7. Respondent shall indemnify, hold harmless and defend with counsel of the County's own choosing, the County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Respondent of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Respondent in its performance under this Agreement or the contract documents. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Respondent's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.
8. Respondent will obtain and continue in force, where applicable, during the term of this Agreement, all insurance as set forth below:
 - a. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days' prior written notice, given by the insurance carrier to the County at the address set forth herein.

- b. Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:
- i. Commercial General Liability (“CGL”): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.
 - ii. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.
 - iii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Respondent has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - iv. Workers’ Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if company provides written verification it has no employees.)
 - v. Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Respondent’s profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
- c. If Respondent maintains broader coverage and/or higher limits than the minimums shown above, the County shall be entitled to the broader coverage and/or the higher limits maintained by the Respondent. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. The County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Respondent including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Respondent’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- d. For any claims related to this Agreement, the Respondent’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees. Any insurance maintained by the Releasees shall be in excess of the Respondent’s insurance and shall not contribute with it.
- e. Respondent hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Respondent may acquire against Releasees by virtue of the payment of any loss under such insurance. Respondent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.
- f. Self-insured retentions must be declared to and approved by the County. The County may require the Respondent to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or

be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.

- g. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the contracted work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement's effective date, the Respondent must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.
 - h. Respondent shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Respondent's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 - i. Subcontractors: Respondent shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Respondent shall ensure that the County is an additional insured on insurance required from subcontractors.
 - j. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
9. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
10. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the County, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.
11. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the County upon written notice delivered to Respondent at least thirty (30) days prior to the effective date of

termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.

12. Respondent agrees to comply with all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location where the work is to be performed. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
13. When applicable, Respondent shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to Know” law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*
14. Respondent, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. Also, Respondent and Respondent’s subcontractors shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all other fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
15. All services to be undertaken by Respondent shall be carried out by competent and properly trained personnel of Respondent to the highest standards and to the satisfaction of the County. All services, materials and components shall conform to relevant manufacturers’ and equipment suppliers’ specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
16. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
17. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County Illinois, Twenty-Third Judicial Circuit, State of Illinois.
18. In the event the County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County’s obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Respondent. In the event of a default due to non-appropriation of funds, the County has the right to terminate the Agreement upon providing thirty (30) days written notice to Respondent. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
19. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the County, to the County’s Representative, Kendall County Administrator, 111 W Fox Street, Yorkville, Illinois, 60560, 630-553-

4171, or fax 630-553-4214, with copy sent to: Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

And, in the case of Respondent, to:

20. Respondent certifies that Respondent, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (Bid rigging or Bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Respondent further certifies by signing the Agreement, the Respondent, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Also, by signing this Agreement, Respondent affirms that Respondent has not made any admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Respondent's company been so convicted nor made such an admission.
21. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Respondent or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Respondent or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
22. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
23. Vendor Information Reporting Requirements. Pursuant to 35 ILCS 200/18-50.2, the County must collect and electronically publish certain data from all vendors and subcontractors doing business with the County. To comply with this statutory obligation, the Respondent agrees to provide the County with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:
 1. Is the Respondent and/or any of the Respondent's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.
 2. If the answer to Question (1) is "yes", does the Respondent and/or any of the Respondent's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.
 3. If the Respondent and/or the Respondent's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?

24. Respondent and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
25. Respondent agrees to comply with [The Davis Bacon Act](#) — 40 U.S.C. 3141 *et seq.* as necessary. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.
26. The County and/or Respondent’s waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
27. Respondent warrants to the County that all construction and related services provided shall be performed in a good workman like manner, in accordance with the terms of the contract documents, and all applicable law, codes, regulations, and other requirements, including safety standards.
28. Respondent understands that the County is utilizing funds received pursuant to the American Rescue Plan Act (“ARPA”) to pay, in whole or in part, for the services set forth in this Agreement. Thus, Respondent agrees to comply with all applicable provisions of the ARPA, all guidance on the ARPA including, but not limited to the Interim Final Rule, issued by the U.S. Department of the Treasury, 2 C.F.R. 200 *et seq.*, and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders related to ARPA funded projects.
29. Respondent understands the County will be utilizing funds received from a grant (“Grant”) to pay, in whole or in part, for the services set forth in this Agreement. Thus, Respondent agrees to comply with all applicable provisions of the County’s Grant requirements. Also, Respondent agrees to promptly provide the County, at the County’s request, with any documentation and any other information necessary for the County to comply with the County’s Grant reporting requirements.
30. It is understood and agreed to by the parties that all contracts entered into by a government body, such as the County, are open to public review and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.
31. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
32. The County and the Respondent each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement. Furthermore, Respondent hereby affirms that Respondent is legally authorized to transact business in the State of Illinois.

SECTION 5: PROPOSAL FORMS

EXHIBIT A — PROPOSAL SUBMISSION COVER SHEET

RFP Project Name REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

Respondent Name (printed) _____

Address: _____ **City, State, Zip:** _____

Proposal Clarification Contact Person: _____ **Telephone:** _____

Email: _____

State of Incorporation: _____ **Entity Type:** _____

Federal Employer Identification Number (FEIN): _____

Any individual signing below hereby certifies they are an authorized representative of Respondent and that:

1. Respondent understands and accepts the requirements of this RFP and all RFP Documents. By submitting a Proposal, Respondent agrees to be bound by all requirements and terms and conditions set forth in the RFP Documents.
2. Respondent acknowledges receipt of any and all Addenda to this RFP.
3. Respondent certifies all contents of the Proposal (including any other forms or documentation, if required under the Proposal Documents), and this Proposal Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Respondents, and without collusion, fraud, or other dishonesty.
4. Subject to acceptance by a majority vote of the Kendall County Board, the Respondent acknowledges that by submitting this Proposal offer and signing in the space below, the Respondent is contractually obligated to comply with all items in the RFP Documents.

Authorized Signature

Date

(Printed Name and Title)

Email Address

EXHIBIT B - Proposal Form

RESPONDENT'S NAME:

RFP PROJECT NAME: REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

1. PROFESSIONAL REFERENCES: The undersigned shall provide at least three (3) professional references that can provide Kendall County, Illinois with information regarding the Respondent's experience with this type of project, and these professional references are attached to this Proposal Form.

2. COMPLIANCE CERTIFICATIONS: By initialing below, the undersigned hereby certifies all of the following in accordance with applicable state and federal law:

- A. COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT:** The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

_____ (Initials)

- B. COMPLIANCE WITH THE ILLINOIS HUMAN RIGHTS ACT:** The undersigned does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Illinois Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

The undersigned also further certifies that, pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

_____ (Initials)

- C. CERTIFICATION REGARDING RESPONDENT ELIGIBILITY:** The undersigned does hereby certify that it has not been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 33E-4 (Bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

_____ (Initials)

- D. NON-COLLUSION AFFIDAVIT:** The undersigned's completed Non-Collusion Affidavit is attached to this Proposal Form.

This Proposal Form and all attachments are respectfully submitted this _____ day of _____, 2023.

Respondent's Name: _____

Mailing Address: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____ Website: _____

Type of Business Organization: *(Check the box that applies)*

- ☐ Sole Proprietor
- ☐ Corporation
- ☐ LLC
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Other: _____

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Attested by: _____

Title: _____

NON-COLLUSION AFFIDAVIT
(Complete and Submit with Proposal Form)

STATE OF _____)
) ss
COUNTY OF _____)

_____, being duly sworn, says that he/she is
_____ of _____
(sole owner, member of firm, corporate official) (individual, firm or corporate name)
which has by the enactment of this document affirmed that he/she, in the preparation of the Proposal estimates,
has not entered into any verbal and/or written agreement with any of the other Respondents or their agents for the
specific purpose of fixing Proposal estimates to benefit him/herself or the firm he/she represents.

The undersigned Respondent further certifies that it has not been convicted of bribery or attempting to bribe an
officer or employee of the State of Illinois, or any unit of government in the State of Illinois, nor has the
Respondent made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or
employee of the Respondent committed bribery or attempted bribery on behalf of the Respondent and pursuant
to the direction or authorization of a responsible official of the Respondent.

The undersigned Respondent further certifies that it is not barred from bidding on this contract as a result of a
conviction for the violation of state laws prohibiting bid-rigging or bid-rotating.

Printed Name: _____

Title: _____

Signature: _____

Subscribed and sworn to me this _____ day of _____, 2023.

Notary Public
(seal)

Respondent's Professional References

As part of their Proposal package, the Respondent must provide at least three (3) professional/client references for services the Respondent has performed within the past five (5) years that are similar in size, scope, and type of

Reference #1:

Professional Reference Name: _____

Contact Person's Name: _____

Telephone Number: _____ Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____

Reference #2:

Professional Reference Name: _____

Contact Person's Name: _____

Telephone Number: _____ Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____

Reference #3:

Professional Reference Name: _____

Contact Person's Name: _____

Telephone Number: _____ Facsimile Number: _____

Mailing Address: _____ Email: _____

Description and date(s) of services: _____



Pivot-Tech

ciena®

Kendall County, Illinois
Providing Fiber to the Home and Internet Services

RFP

Due Date June 13, 2023

EXHIBIT A — PROPOSAL SUBMISSION COVER SHEET

RFP Project Name REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

Respondent Name (printed) Pivot-Tech Development, Inc.

Address: 6674 E118th Ct City, State, Zip: Denver, Colorado 80233

Proposal Clarification Contact Person: Jim Cannon Telephone: (202) 276-2305

Email: jim@pivot-tech.io

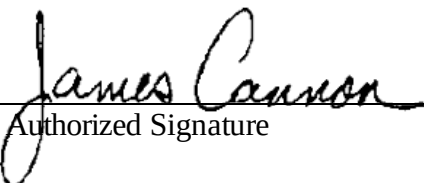
State of Incorporation: Delaware

Entity Type: Corporation

Federal Employer Identification Number (FEIN): 92-2687418

Any individual signing below hereby certifies they are an authorized representative of Respondent and that:

1. Respondent understands and accepts the requirements of this RFP and all RFP Documents. By submitting a Proposal, Respondent agrees to be bound by all requirements and terms and conditions set forth in the RFP Documents.
2. Respondent acknowledges receipt of any and all Addenda to this RFP.
3. Respondent certifies all contents of the Proposal (including any other forms or documentation, if required under the Proposal Documents), and this Proposal Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Respondents, and without collusion, fraud, or other dishonesty.
4. Subject to acceptance by a majority vote of the Kendall County Board, the Respondent acknowledges that by submitting this Proposal offer and signing in the space below, the Respondent is contractually obligated to comply with all items in the RFP Documents.



Authorized Signature

June 14, 2023

Date

James Cannon, CEO
(Printed Name and Title)

Email Address: jim@pivot-tech.io



REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

Kendall County, Illinois

SUMMARY

Kendall County, Illinois seeks a public or private partner to build, finance, operate, and manage (BFOM) an affordable, reliable, and scalable all fiber optic middle mile network to support next-generation, high-speed broadband internet to businesses, residences, and other entities.

Connect Kendall County Commission
Special Committee of the Kendall County Board

Kendall County, Illinois
Kendall County Board

REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN
PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

Kendall County, Illinois is seeking a Public-Private partnership to build, finance, and maintain a middle-mile fiber network. The design will be based on our Fiber Network needs assessment.

April 25, 2023

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SECTION 1: INTRODUCTION

A. DEFINITIONS:

“Addenda” or “Addendum” means written or graphic instruments issued by Kendall County, Illinois (“County”), which by additions, deletions, clarifications or corrections, modify or interpret the RFP Documents. All Addenda shall be incorporated herein by reference as part of the RFP.

“County” means Kendall County, Illinois and its elected officials, departments, employees, and agents.

“CKCC” means Connect Kendall County Commission, a separate voting body from the County Board.

“Partner,” except as noted in Section 4, Paragraph 6, means an individual or entity engaged in business with the County for the mutual benefit of both parties in this Project and does not denote or imply, on its own, a legal relationship between them.

“Partnership” means a relationship consistent with the term “Partner” above.

“Project” means the Scope of Work described in the RFP Documents.

“Proposal” means a complete and properly executed plan to complete the Project per the requirements stated in this Request for Proposal and in accordance with the RFP Documents.

“Project site” means the location where the Project will be performed, which is the following location: Kendall County, Illinois

“Procurement Ordinance” refers to the Kendall County Procurement Ordinance, as amended from time to time.

“Respondent” means a person or entity who submits a Proposal and who meets the requirements set forth in the RFP Documents.

“RFP” means this Request for Proposal and any documents specifically incorporated by reference or attached hereto.

“RFP Documents” means this Request for Proposal, all Addenda, the project manual and drawings of the Project, which shall hereinafter be referred to collectively as “RFP Documents”.

B. SCOPE OF WORK:

The County, by and through its Connect Kendall County Commission, seeks a qualified internet service provider to manage a broadband and last-mile network within the county who will provide the following scope of services in accordance with the requirements set forth in this RFP and the RFP Documents:

1. The Respondent will manage the middle-mile broadband network of rings on behalf of the County.

Response: Comply.

2. The Respondent will be a financial partner.

Response: Comply.

3. The Project is being financed, in part, with grant funds. By submitting a response to this RFP, the Respondent must agree to comply with all applicable requirements set forth in the terms and conditions of the Grant.
 - a. Partnership Considerations: Using our Broadband Plan
 - b. (<https://www.kendallcountyil.gov/transparency>) as a guide, the County is looking to undertake a public-private partnership to build the middle mile with the partner providing the last mile service.
 - i. Note: the rural rings, identified in yellow in the interactive map, (<https://www.kendallcountyil.gov/transparency/broadband-assessment>), are top-priority and expected to be built first.
 - c. The County can assist, and is willing to make available the following items:
 - i. Access to existing fiber only ducts and excess available fiber
 - ii. Access to County-owned facilities
 - iii. Assist with access to identified anchor institutions-owned facilities
 - iv. Ability to expedite permitting
 - v. Depending on need, certain county property and structures can be made available for the housing of materials, parking, and/or offices

Response: Comply.

4. Scope of Services:
 - a. Design and build a high-speed network that will reach all residential addresses in the County. This includes single family homes, multi-unit dwellings, apartments, townhomes, farms, etc.
Response: Our Development company, Pivot-Tech Development, provides a consultative methodology to work with the County to define the need and then design the network that will accommodate that need...and then the business models to sustain the network long term.

We will include members of Ciena, Aeon, Mobia and Alma Global Infrastructure in these workshops to bring a full range of ideas from design to construction and operations.

The team will have varying degrees of availability, but we will always have a representative easily available to the County.

Aeon provides construction services across North America with over 70 years of experience delivering telecommunications infrastructure, ramping, and executing multiple strategic overlay programs (FTTx), territory general contracts, emergency, and maintenance contracts working in urban, rural, and remote areas. As Canada's largest full-service telecommunications contractor, Aeon brings **over 5,000 pieces of equipment and 1,300 highly skilled telecommunications constructors.**

Aeon has self-performed all phases of middle-mile and last-mile construction and understands the importance of how initial planning decisions early in the project and agreements made with cities and utilities drives schedule and constructability benefits of costs into the critical path. More than 70 years working in the telecommunications industry along with similar experience with other utilities give the SA Connects team a distinct advantage in understanding the concerns of private industry providers when negotiating design and construction considerations around their facilities while implementing our solution. Aeon takes pride in innovative approaches to projects including different labor strategies in tight

**OVER 70 YRS. OF
TELECOMMUNICATIONS
EXPERIENCE**

markets, pushing the boundaries on construction technology and processes, as well as leveraging our ability to develop partnerships. We have vast experience working in various contract models and are comfortable working with a variety of owners. Aecon provides ongoing maintenance for the networks we construct.

1,000,000+ Homes Connected to Broadband since 2015 Aecon has delivered all phases of middle-mile and last-mile broadband installation, including design, permitting, locating, aerial and buried construction, make ready, cable placing, splicing, customer acquisition, drop placement, MDU inside wire, and in-home installation. The firm has delivered this in more than 20 cities and communities.

Alma Global Infrastructure LLC (AGI) is our private equity partner. AGI is an independent infrastructure investment manager who, partnering with infrastructure developers (industrial operators, construction companies and power developers), structures, establishes and co-manages private investment platforms for the most suitable long-term oriented institutional investors to support developers' renewable energy, transportation, social and digital infrastructure project pipeline across OECD countries. AGI is an exempt reporting advisor with the US Securities & Exchange Commission with US\$70M AUM as of December 31, 2022.

We are prepared to raise \$120M of capital needed for Kendall County (more if required). We will raise funds from long term investors such as pension funds, and life-insurance companies pursuing mid-market infrastructure investments in the United States. These institutional funds have a track record in investing in similar projects, and accordingly do so because we can guarantee them a predictable rate of return on their investment. The guarantee is covered through long term contracts with creditworthy entities which we refer to as "Anchor Tenants" and/or a "P3" relationship with the county itself, and the revenue produced by the project.

At this point, **Ciena's** design utilizes seven hub sites aggregating back to a core location via 400Gbps MPLS links. MPLS was chosen for its inherent redundancy, resiliency and provisioning capabilities. Each hub site is configured to provide services for up to 8000 FTTH subscribers. The core location aggregates the bandwidth and adds border network gateway functionality and management to tie in to the billing and operational support systems. FTTH subscribers are connected using 10 Gig symmetrical XGSPON with a split ratio of 32 residences to 1 OLT port.

Ciena provides the systems necessary to run an ISP after the fiber is built, and Pivot-Tech will operate the NOC that covers three tiers: residential, Active E (Enterprise) and Cellular.

Ciena has always been a pioneer in the networking industry. Coupled with innovation, our growth and success have been built on our ability to partner with customers—delivering the next-generation solutions they require to build and evolve their networks.

Only Ciena has the expertise in hardware, services, and software—nearly 30 years of experience in building and transforming networks—as well as the culture of collaboration and partnership required to help customers transform. We do this by adapting and connecting hardware, services, and software in an open environment to ensure networks are securely 'fit for flexibility' today and into the future.

MOBIA was founded in 1985 and has become a leading contractor to telecom companies as a **system integrator**. With our entry to the U.S., MOBIA has partnered with key U.S. companies to bring end to end solutions to market in a creative way, transforming the art of the possible into the art of the practical.

MOBIA is experienced in working with service providers, healthcare providers and private and public enterprises through their technology transformations. With an experienced executive team and approximately 500+ professionals deployed across North America, MOBIA delivers hardware, software and professional services with a twist — a 360° approach that lets us see the challenges from your side and deliver ahead-of-the-curve solutions that get results. That's the MOBIA difference.

MOBIA consists of 6 business units that work collaboratively to deliver outcome-based technology solutions. Whether you are launching a new product or service, or modernizing an existing one, MOBIA focuses first on the business objectives of our customers and works to operationalize new technologies and processes that drive business agility and efficiency.

MOBIA's six business units of expertise are: Broadband and Wireless Services, Infrastructure Solutions, Managed Services, Cybersecurity and Digital Transformation Services and a very different approach for the U.S. At the core of MOBIA's business is a team of project managers, business and technical analysts, and technology experts with extensive experience in all aspects of delivering projects on time and within budget.

- b. Provide a minimum symmetrical 100Mbps service tier and support service tiers of symmetrical 100Mbps and up to all customers.

Response: Comply. XGSPON using forward error correction provides for 8.7Gbps of bandwidth. $32 \text{ subscribers} \times 100\text{Mbps/subscriber} = 3.2\text{Gbps}$ leaving 5.52Gbps bandwidth for growth and functionality without oversubscription, however, oversubscription is typical and should be expected within a network.

- c. Provide a detailed proposal of all service tiers that are intended, service terms, and anticipated service costs which include all potential costs to the customers.

Response: We anticipate taking a market-driven approach to service tier pricing to ensure the symmetrical 100 Mbps tier is affordable and attractive to all customers. We do not anticipate the need for lower speed tiering of the network but can implement it if required. We will monitor traffic usage on a per-customer basis and implement additional charges for excessive monthly usage, for example above 1 Terabyte per month.

However, we would anticipate detailed service tier definition is something that would be refined in collaboration with Kendall County as part of the network design as costs are better understood.

Ciena offers a broad suite of value-added services that help to build, operate and improve networks. We believe that our service offerings and a close collaboration with the County, provide us with valuable insight into the network and business challenges, allowing us to provide services to meet the desired business outcomes. We have broadened our services portfolio to include additional advanced services, including network migration and transformation, optimization, and multi-vendor service capabilities. Through these transformation initiatives, we believe that we can improve the cost model of our services offerings and drive greater business

value for the County.

Our global services portfolio includes a range of offerings to meet customer needs and maximize their network infrastructure investment throughout the network lifecycle. These include:

- **Build.** Consulting and network design services to enhance network performance or migrate to next-generation infrastructures, implementation services to facilitate proper planning and design, installation and deployment services, and systems integration services to integrate third-party solutions;
- **Operate.** Maintenance services that provide end-to-end support for network hardware and software, and managed services to provide management of network infrastructure operations; and;
- **Improve.** Optimization services designed to ensure that networks are running at peak performance, and training services designed to enable customers to better understand and operate their networks.

These services are delivered using a combination of our internal services resources, technical support engineers, and qualified and authorized third-party service partners.

- d. Provide customer service standards including such things as phone answering times, repair times, installation times, if there would be a local office, and the location of a phone answering facility.

Response: Comply. Customer service standards will be defined in collaboration with Kendall County to meet or exceed industry standards. More importantly the design of redundancy and automatic failover into the core network design will greatly reduce the frequency and impact of any service degradation in the event of fiber-cuts or equipment failure.

See attached Ciena Hardware Warranty and Repair Service Description for detailed services.

- e. Provide a cost of the proposed network. If the County is expected to contribute, Respondent should indicate how the County will be reimbursed for its investment.

Response: Comply. Cost of the Ciena portion of the proposed network is \$10.85M or \$206.08 per subscriber and can be expanded or contracted as necessary (100% take rate is probably not a realistic expectation, but growth in the county is). Annual services of \$428K or \$8.13 per subscriber.

An optional estimate has been developed adding in 6 channel OADMs to provide wave division multiplexing with 5 channels available for additional growth. The optional estimate is \$11.23M, \$213.29 per subscriber with annual services of \$441K or \$8.38 per subscriber.

From a construction perspective, we will need more information regarding permitting process, micro-trenching, number of aerial miles etc...but **we are not anticipating the county will need to provide CapEx spend for this project**, given the P3 requirement. In general, rural fiber construction averages \$2,000 - \$2,500 per home passed and urban builds average \$800 - \$1,500 per home passed ...all inclusive.

- f. Provide complete and detailed responses to the Technical Proposal.

Response: As with any successful project, it all starts with planning, and we would again recommend a set of workshop sessions which can bring the needs and desires of the County into focus.

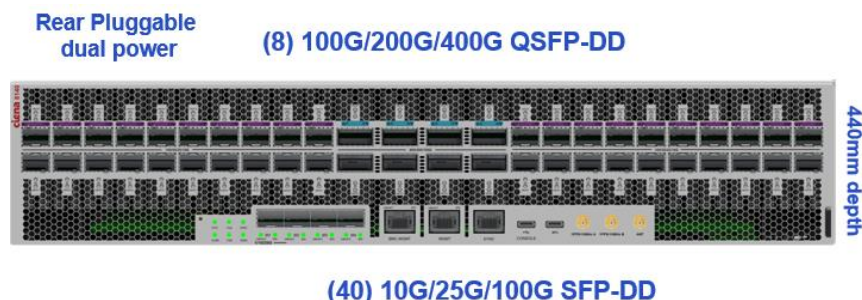
A more detailed project schedule will be provided as the project discussions start and shall provide the project implementation schedule including timelines for the different deployment activities of the complete project. This shall be provided upon award on clear understanding of the project deliverables. Any changes in the project timelines will be mutually agreed between the parties at any stage and shall also reflect the new version of the implementation schedule. The activities that are displayed can be achieved concurrently depending on requirements of the project, which would have an impact on the overall timeline.

5. Technical Proposal:

- a. Describe the technical components of the network, providing detail regarding the key design decisions to support 100Mbps for all customers.

Response: Comply. The network consists of MPLS enabled redundant switches at the Core and Hub locations.

At the Core location, the Ciena 8140 has been chosen.

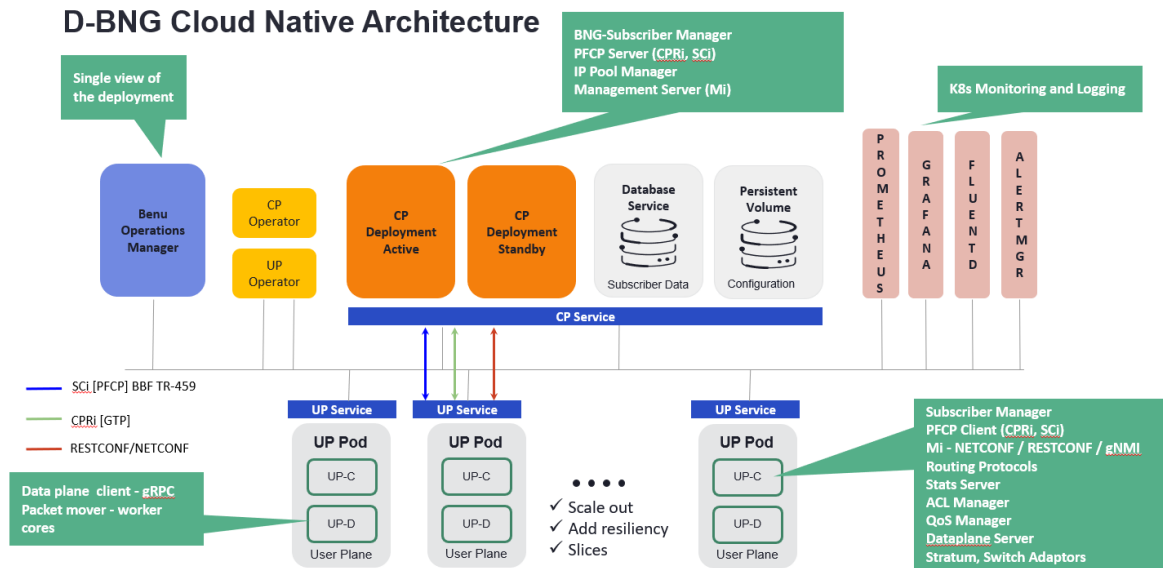


Seven of the eight 400G QSFP-DD ports shall interface to the remote Hub locations, the eighth is available as data bandwidth surpasses several hundred Gb to provide 800Gb (400Gb per 8140) of data services. Four of the 100g ports shall be link aggregated for a data interconnection between the chassis.

Data connectivity can be incremented starting at 10G or 25G but is expected to be at 100G per increment.

The remaining 10/25/100G ports are available for ancillary interconnections (in band management, wireless, servers etc.).

The Ciena virtual BNG is also added in for subscriber management services. The BNG has been spec'd in for four redundant user plane servers and two redundant control plane servers (servers are not included, control plane servers with 60G ~5.5k ea). Software licenses sized for 5Mb per subscriber simultaneously (56k subs), 30% CGN bandwidth – initial bandwidth requires 100G user plane servers (~6k ea) but hardware should be scaled based on longer term requirements, allowing license addition to scale as network grows.



Ciena equipment management, control and provisioning is included via redundant MCP, servers not included.

Optionally at the Core and Hub locations, DWDM equipment can be added to multiply the fiber capacity as mentioned in 5e. Higher channel count options are also available however for this network the Ciena ELS 6 channel OADM has been chosen.



The ELS 6 channel OADM is 1RU and two would be required at the core facing each Hub. Likewise, two would be required at each Hub facing the Core. The first channel would be used for the initial 400G wavelength with five additional channels available for coherent optical growth – wholesale or network augmentation.

At the Hub location, the Ciena 5166 has been chosen.



Redundant 400G QSFP-DD ports shall interconnect both the Hub to Core and Hub to Hub switches. Each Hub has been designed with eight 5166s in mind requiring 8 RU of space. Each Hub is capable of providing services to over 8000 subscribers and is initially equipped to support 7488 subscribers. The 1/10/25G ports can be configured to support XGSPON and direct Ethernet services today. There are 21 additional ports available at each hub site. Ciena is building a 25G synchronous PON (25GSPON) that will also plug in to these ports providing additional future proofing. Redundant/Resilient connectivity to anchor

sites and wireless sites is expected from separate ports on two 5166s.

At the residence, the Ciena 3801 has been chosen to meet the requirements, however, there are additional ONTs providing additional bandwidth and functionality.



The 3801 provides XGSPON termination to Ethernet at the residence and is capable of speeds from 10Mbps to 2.5Gbps meeting the 100Mbps requirement and exceeding it.

- i. Describe the capacity of the back haul connection and plans for growth

Response: Comply. The network is designed to be capable of fully non-blocking connectivity from the end customer at 100Mbps (assumption of 56000 subscribers which includes ~ 6% growth over existing subscribers, or 8000 subscribers per HUB) through the PON network, through the 5166 – 8140 MPLS network to the back haul connection. The back haul connection can be incremented using the 10/25/100G/400G ports on the 8140 and can grow as necessary. As bandwidth at the HUB grows toward saturation, additional optical connections to the CORE can be added to split the HUB in two providing 1.6Tb of bandwidth. This would require 2 additional fibers to the HUB per diverse direction or use one additional wavelength on each ELS system. This growth scenario can continue up to saturation of the ELS system (6 channels) and beyond on additional fibers. At the core, an additional 8140 pair would be added to interconnect with the HUB growth. The BNG also is capable of growth as bandwidth increases and as mentioned previously the hardware (server) can be sized accordingly and/or scaled with additional servers.

- b. Affirm that the network will strive to serve a majority of the unserved/underserved residential properties in the County

Response: We affirm that the network will do so.

- c. Provide a reasonable explanation of the intended construction methods and materials, deployment plan, and construction restoration plan. It is expected that during the project and at the conclusion of construction, County residents and property owners will see minimal indication of the network construction.

Response: Construction methods and materials will use the latest, industry-leading methods (such as directional drilling) micro trenching, aerial and materials designed for both speed of construction and extended service life-times.

- d. Describe the resources that will be provided following the construction phase to support the installation, maintenance of the network, and customer support

Response: We propose that a Network Operations Center (NOC) would be included in the network design and build. The NOC will be designed to full provision all the network elements using a Software Defined Network (SDN) model. In addition, the NOC will support 24/7/365

monitoring of network elements and fiber paths using industry standard network monitoring protocols.

- e. Describe in detail the expectations of the partnership, listing opportunities to leverage existing County infrastructure, wholesale bandwidth requirements, and additional resource needs.

Response: As we are not currently aware of existing network elements or capabilities, we would request and or seek to perform an audit. With the audit complete, we would, wherever possible leverage or upgrade existing network / infrastructure to simplify deployment and reduce costs.

- f. Willingness to have both fiber-to-the-home and wireless connectivity

Response: Comply. Core equipment and Hub equipment is configured to provide synchronous functionality to allow for high speed wireless services. Interconnections from the Core or Hub equipment to the wireless handoff/tower can be redundant to separate systems to ensure resiliency. Both links can be used to provide bandwidth. Core sites have 10G/25G/100G connection capability. Hub sites as configured have 10G/25G connection capability. An estimated cost for hub site 25G redundant optics and tower site 25G redundant optics with a Ciena 3984 running MPLS is \$9.7k. This same equipment could be used to provide advanced services to the Anchor Institutions.

- g. Provide proposed network up-time; plans to ensure maximum up-time

Response: Comply. Core equipment is configured in a redundant manner. This includes geo-redundancy capable management systems and vBNG functionality across four user plane and two control plane servers. Hub sites have redundant links and diversely routed links to the core. As is typical, the OLTs and last mile are not redundant.

6. Initial Agreement Terms

- a. To better understand the potential terms of an agreement between the Respondent and the County, and if those terms will be suitable for both parties to begin entering into a negotiated agreement, the following items should be included in the response:

- i. Provide an explanation of, and the data to demonstrate, the financial capacity and capability to undertake this project. Among other documents, audited financial statements, bank statements, or SEC (Securities and Exchange Commission) filings may be provided.

Response: Ciena's website is www.ciena.com. We routinely post reports, customer press releases, news and announcements, financial results and other important information about our business.

Alma Global Form ADV



ALMA GLOBAL INFRASTRUCTURE LLC - Form ADV Amendment As Filed 3-17-22_(16767258).PDF

Aecon has delivered 900,000 plus homes past for FTTH Broadband Services for Bell Canada nationally. AECON is also a primary supplier to TELUS nationally in Canada. Bell and TELUS are two the three major carriers nationally in Canada.



- ii. A detailed example of service terms that outline the commitment to subscribers regarding service level, outage response, pricing adjustments, and service quality.

Response: As the requirement is for that of an “open Network”, a great deal of the address level service agreement will be under the purview of the ISP who attends the end customer. From a macro perspective, all devices will be monitored in real-time for conditional operating condition. Our network SLA will encompass a response time tied to an event severity. The ISPs who lease the network will normally request a strong SLA which they can pass along to their end users. We will work with the ISP tenants to ensure a minimum standard is met at the drop zone.

- iii. An example of the terms and conditions the Respondent would present to the County as part of this agreement. Please highlight terms that would be absolute requirements of the potential agreement as well as terms that the Respondent is willing and able to negotiate.

Response: Given the request by the County is for a public, private partnership arrangement, we will insist that the typical terms of a “P3” are adhered to. These terms include a “Build, Operate, Transfer” approach with funding backed by the credit worthiness of the County.

- iv. Please provide any potential compensation and service usage proposals.

Response: Given our layered architecture plan there may be revenue share opportunities. We seek to bring useful and desirable extensions to the fiber network where they make sense, including cellular service, private networks, smart city, smart ag, etc. We can certainly “open the books” to engage in a revenue sharing agreement with the county.

- b. The County seeks a Respondent that can demonstrate their business model is tested and demonstrate experience operating an economically viable communications network over time. The Respondent’s business plan demonstrates long-term sustainability (including, for example, sufficient cash flow to ensure that network equipment can be refreshed and replaced consistent with industry norms). Depending on qualification and experience, the County may choose to negotiate for the inclusion of a performance bond, first-right-of-refusal, buyout option, and/or a net lease agreement of some form.

Response: Pivot-Tech

Pivot-Tech’s main role is business development, customer relationship and ongoing program management. We build teams that are durable and provide best of breed solutions. Our partners have decades of successful deployments and operations. Our lead partners are Alma Global and Ciena, and their narrative should provide the flavor of the credentials of our team.

Alma Global is an employee owned infrastructure investment management firm headquartered in New York. AGI's principals US\$20+bn track record of committed financing over the last 10 years shows their continued good standing in the investment community. AGI is an exempt reporting advisor with the SEC and assets under management of \$70M as of December 31st 2022.

Ciena has always been a pioneer in the networking industry. Coupled with innovation, our growth and success have been built on our ability to partner with customers—delivering the next-generation solutions they require to build and evolve their networks.

Only Ciena has the expertise in hardware, services, and software—nearly 30 years of experience in building and transforming networks—as well as the culture of collaboration and partnership required to help customers transform. We do this by adapting and connecting hardware, services, and software in an open environment to ensure networks are securely 'fit for flexibility' today and into the future.

With approximately 8,000 specialists in 35 countries, we support more than 1,600 of the world's most agile networks. Our inspiration to innovate comes directly from the unique dynamics of each customer's business. Ciena engineers have received more than 2,000 patents, representing a diverse range of inventions that underpin our customers' continued success.

Milestones include the first:

- 100G transport SDN testbed adopting OpenFlow and an open source controller
- Coherent 40G, 100G, 400G, and 800G
- OTN control plane on an optical switch
- Carrier Ethernet aggregation switch supporting a virtualized switching architecture
- Intelligent optical core switch
- Packet-optical convergence platform
- Software portfolio purpose-built for service lifecycle automation
- Carrier SDN platform
- Multi-domain orchestrator that integrates data center, NFV, and the WAN

7. Additional requested responses:

- a. Overview of Respondent's services and statement of core business competencies.

Response: Pivot Tech Development, Inc. is a business development and program management company. As such we bring innovation to the fiber and telco networks. In addition, we assemble a team of end-to-end partners who can expertly bring those innovations to fruition. These partners are some of the industry's leading names and include everything from private equity, construction, hardware, software and operations. Once engaged, Pivot-tech becomes the program manager to ensure all facets tie together for long term sustainability.

- b. Brief explanation as to why the Respondent is interested in this RFP and expanding its broadband service offerings into the County, and how such network expansion fits within Respondent's broadband footprint.

Response: In the case of Kendall County, we see the need is for a private equity based model. Our partners are well versed in P3 models and are members of AIAI (Association for the Improvement of American Infrastructure). In addition we have a cadre of international investment platforms who bring long term funds to these projects.

We have a digital divide in the U.S. because some areas are not easily served, or the nearest ISP would have done so by now. Pivot and our partners understand the need for every address in America to have high speed internet access and we have tailored our program to ensure that end.

- c. Overview prior experience designing, planning, constructing, financing, operating, and/or maintaining infrastructure and projects like the proposed Project. Respondents are further required to provide a narrative, including references and any measurable benefits, for any similar projects to that which the Respondent is proposing.

Response: Pivot-Tech is a newly formed development company, but the bio's below will provide our credentials. In addition, Alma Global has funded infrastructure projects over a \$20B+ track record over the past 10 years.

This team all have their own references, Alma, Ciena, Aecon and others are well known in the industry and stand on decades of accomplishments.

- d. Overview for Respondent's executive team and any individuals who will be directly involved in the proposed Project.

Response:

Pivot-Tech Team:

James Cannon, CEO

Email: Jim@pivot-tech.io

43 year career in both telecom and cable including building and operating four MVNOs over the period of 2006-2013. Jim designed U.S. cable operator Charter Communications' MVNO system end-to-end, "Spectrum Mobile". Jim is an electrical engineer who understands system design but most importantly business use cases for technology. He is well versed in cable architecture as well as fiber networks in addition to his wireless knowledge. Jim brought together a group of "A Team" companies to respond to RFPs and other opportunities from an end-to-end perspective, he is an industry thought leader and respected speaker.

John Bowles, COO

Email: John@pivot-tech.io

John has a wide range of telecom experience in telecom gained over 30+ years. He assisted regional Bell operating companies to become market driven post divestiture, including Pacific Bell, Ameritech, US West and Southern Bell. John co-founded four MVNOs between 2006-2013 and he designed and developed a cloud based mobile PBX system for ATT Mexico.

Michael Adams, CTO

Email: Michael@pivot-tech.io

Michael has a 30 year career in broadband network development including the National Backbone fiber-optic network for Time Warner Cable's Road Runner ISP (now Charter Spectrum). Michael has a successful track record of VP Engineering roles at Time Warner Cable, Terayon and Ericsson. He is a published author of two cable engineering textbooks: "Open Cable Architecture" Cisco Press, and "Modern Cable Television Technology" Morgan Kaufman Publishing. As an industry leader and Cable TV Pioneer, Michael is an accomplished speaker and evangelist of new technologies.

Ciena Team:

Lloyd Sergent, *Director of Sales Engineering*

Email: lsergent@ciena.com

Lloyd has over 40 years' experience working with Regional Service Provider customers to design and build out networking solutions. Over his 40 years of industry experience at CIENA and Nortel, he has worked with customers to build out some of the most advanced networking solutions deployed across the United States. Currently, Lloyd leads the CIENA Sales Engineers for the Emerging Markets and US Broadband Team's.

Rob Cook, *PE Consultant – Field Systems Engineering*

Email: rcook@ciena.com

Rob has over 25 years' experience working with and for telecommunication service providers. Rob is an engineer on the Ciena Broadband Specialist team focusing on new customer networks in the middle and last mile.

Aaron Lundblade, *Sr. Sales Engineer*

Email: alundbla@ciena.com

Aaron possesses more than eight years of experience in Network Engineering, working alongside service providers on some of the world's most extensive networks. Throughout his five-plus years at Ciena, he has collaborated with clients to develop and implement some of the largest Ciena networking solutions ever deployed by Service Providers. In his current role, Aaron serves as a specialist for the Broadband team, showcasing his expertise and commitment to excellence in the field.

Josh DeLancey, *Sr. Account Executive*

Email: jdelance@ciena.com

Josh has been with Ciena for 5 years. During his tenure, he has successfully managed several state and local government accounts with a strong focus on broadband engagements over the past two years. Now part of the Broadband Specialist team, he is the primary contact for all Ciena matters for Kendall County, Illinois.

- e. Respondents willingness to have the network remain “open access” of the middle mile Broadband Infrastructure, making it available to multiple service providers, on a non-discriminatory basis, including terrestrial and wireless last mile broadband providers and any other party making a bona fide request for access to the conduit and/ or fiber.

Response: We will comply with this requirement.

- f. How the Respondent will ensure user protections and the security of its network.

Response: Ciena's Manage, Control and Plan (MCP) domain controller provides intelligent, data-driven, software-defined programmability to lifecycle network operations across multi-layer Ciena-based encrypted infrastructure.

- g. Respondent Pricing Components

- i. The proposed rate structure and speed tiers for the various end users to which service will be available through the Project. Respondents must provide one-time costs, such as customer premise equipment (“CPE”) installation, and recurring costs, such as monthly service costs, for residential customers, commercial customers, and institutional/ governmental customers.

Response: With an “Open Network” requirement, this group can only provide access to the drop. From the drop connection to the home is an ISP tenant responsibility. Pivot-Tech will ensure that each ISP has the speed and pricing plans to offer competitive services, not just among the various tenants but also competitors outside of the network we build. We target a FttH retail cost between \$50-\$75 per month.

- ii. How the Respondent will provide its pricing structure(s) to end users and how users are notified of any changes to such pricing structures.

Response: All network tenants will be given 90 days warning before a rate change is made to their wholesale terms. We anticipate a “board” comprised of county and tenant representatives as well as Pivot-Tech operating members who will decide on the rate levels and terms.

- iii. Network monitoring and customer support/ customer service protocols, including network redundancy, short- and long-term maintenance and upgrades to the proposed network.

Response: Network monitoring will be done at the NOC level and we anticipate utilizing Blue Planet software for real time conditional intelligence. Customer service will have a tiered approach. Tier 1 is direct contact with end users; this may be provided by the tenant ISP or contracted to Pivot-Tech. Tier 2 is for drop zone issues and Tier 3 is for parent network issues that can only be addressed by the team within this response. Pivot-Tech will manage the Tier level supports. Network redundancy is built into the enterprise architecture of Active E and we are suggesting wireless loop 4G/5G back up for residential. Network upgrades will tend to be speed or capacity related and be handled at the Central Office, these usually include a network card upgrade.

- iv. Revenue-share opportunities for the County from the Project are considered secondary to County’s priorities. However, it is the County’s expectation that the Broadband Infrastructure will generate revenue that can be reinvested locally and provide additional services and/or internet literacy programs. Respondents should include any proposed revenue-share opportunities in sufficient detail for the County to analyze the potential benefit prior to issuing award under the RFP.

Response: Our architecture is designed to enhance sustainability. As such we look at “overlay” opportunities for the fiber build which will add revenue and provide for great traffic over the fiber network. These “overlays” are: Cellular service via small cell radios, private networks for hospitals, campuses and municipal customers, smart city project and smart agriculture opportunities. We are certainly willing to negotiate a revenue split with the county for customer acquisition and relationship management. We are particularly interested in educational recipients of rev share funds. In addition, we are predisposed to hire local O&M staffing.

- v. If applicable, Respondent should describe additional funding opportunities that could support its efforts with the County (for this Project or others in the future).

Response: Our partner “Widely” (<https://widely.com/funding/>) is an excellent source of assistance in grant research and grant application processes. We will certainly make introductions to Widely. Obtaining government funding is a complex process and can be a burden on your administrative staff. By providing Compliance and Consulting Funding Services, Widely can ease that burden and improve results. Use our support to write and submit your application, complete any reporting and documentation requirements, and

ensure compliance with all guidelines.

- vi. If applicable, Respondent should provide examples of any customer affordability programs the Respondent has instituted and/or managed in other communities and describe the potential for such similar programs in its proposal to the County.

Response: There are several federal programs which subsidize the end user subscription and we will work with the tenant ISPs to ensure that these programs are available to their end users, such as ACP cited below.

- h. The County seeks to own the middle mile network, but is willing to negotiate other proposed options, and partner with the Awardee for the design, construction, financing, operation, and maintenance of the middle mile network, as well as last-mile expansion. Partnership can take many forms. Please detail how the Respondent proposes to work with the County on the middle mile and last-mile deployment contemplated herein and the purported benefits of such arrangement for each party.

Response: We are proposing a Public Private Partnership. This necessitates a “Build, Operate, Transfer model. As the county will want to lessen their liability in payment guarantees, we will propose a layered architecture. By layered we mean that there are several revenue producing profit centers that will bring traffic to the fiber network, not simply the revenue from the expected uptake at the addresses provided via GIS. These services include: small cell telecom system to improve customer experience, private networks for enterprise locations, smart city and smart Ag deployments. All of these services add revenue to the system while reducing the liability of the county. In addition, the eco-system provides for long term sustainability of the network.

- i. How the Respondent will market the Broadband Infrastructure to users in the county, once available and what assistance is expected from the County for such outreach. The Awardee shall provide clear information to end-users regarding monthly service rates and speeds supplied over the network.

Response: The marketing department at Ciena is prepared to provide introductory and long term marketing materials for the area of the build. We will not rely upon the county for materials, but we will express a partnership with the county in the offering.

- j. Confirmation that the Respondent is enrolled in the Affordable Connectivity Program (“ACP”) and information regarding any additional low-cost offers that would be made available with Respondent’s service.

Response: Yes

- k. Any additional digital inclusion efforts included in the Respondent’s Project.

Response: Uptake is often dependent upon the availability of customer computers and other equipment. We will make available through our partners a low cost computer/laptop/phone program that includes trade in allowances and financing. We would also welcome the chance to work with libraries and schools for training classes on computer use.

- l. Any additional services that will be made available in the County through the Respondent’s proposed Project. This includes, but is not limited to public Wi-Fi, Internet of Things (“IoT”) use cases such as smart utility monitoring, and others.

Response: As stated in section “h.” above, our layered services offering will enhance customer experiences across a wide spectrum of expectations. Public WiFi will be present in parks and specified areas, and “Smart” systems and cellular service are high on our priority list for the

reasons cited in “h.”.

Minority business firms are encouraged to submit Proposals on the Project, and Respondents are encouraged to utilize minority businesses as sub-contractors, suppliers, and for services related to the Project. Businesses located in Kendall County, Illinois are also encouraged to submit Proposals for the Project.

Also, the RFP Documents incorporate by reference herein all requirements of the Kendall County Procurement Ordinance, as amended. In the event of any conflict between the RFP Documents and the Kendall County Procurement Ordinance, the terms of the Kendall County Procurement Ordinance, as amended, shall control.

Response: Read and Understood.

C. BASIS OF PROPOSALS:

The members of the CKCC will review all bids. Pursuant to the Kendall County Procurement Ordinance, the County Board shall make the award to the responsible Respondent whose proposal conforms to the solicitation and is determined, in writing, to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the Request for Proposal. The members of the CKCC may consider the following factors in making its selection and may assign 1 to 5 points for each of the items below: Based on this criteria and the members’ evaluation, the top 2 or 3 Proposals will be presented to the County Board. Respondents may be required to present to the County Board in person and virtual presentations are acceptable. The Project will be awarded to the Respondent with the highest rank according to the following matrix:

1. Experience and qualifications of the vendor and personnel assigned to this project
2. Ability to meet financial backing for middle mile
3. Ability to provide last-mile financial plan
4. Ability to meet requirements of grants associated with this build
5. Ability to complete the build requirements listed in this
6. Experience maintaining middle-mile fiber networks
7. Clear technical proficiency for the mix of technologies and cohesiveness of the network proposed
8. Ability to meet and surpass minimum project requirements (100 mbps)
9. References

Response: Read and Understood.

The specifications described herein are what the County determined are necessary to meet the performance requirements of the County. Respondents desiring to address items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate proposals. However, alternate proposals must be clearly marked as such and deviations from the specifications must be plainly noted. The proposal must be accompanied by complete technical specifications of the alternate item(s) offered. Equivalency shall be at the County’s sole discretion, and it shall be the County's sole decision whether to accept an alternate or not.

Response: Read and Understood.

D. IMPORTANT DATES:

The following table identifies several important dates and deadlines related to the Bidding Documents:

DATE	EVENT
April 25, 2023	RFP Documents available at https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids
May 24, 2023	Questions due to CKCC@kendallcountyil.gov no later than 12:00 p.m. (CST)
May 24, 2023	Questions answered via addendum and posted on the County's website no later than 4:00 p.m. (CST) at https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids
May 31, 2023	Sealed Proposals due no later than 12:00 p.m. (CST). Proposal opening conducted at 2:00 p.m. (CST) at 111 W. Fox Street, Yorkville, Illinois, 60560
June 22, 2023	Proposal review and scoring at CKCC meeting
July 13, 2023	Selected Respondents present at Committee-of-the-Whole
July 18, 2023	County Board potentially approves contract of selected vendor

Response: Read and Understood.

E. EXAMINATION AND PROCUREMENT OF DOCUMENTS:

All documents will be available at <https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids> starting on the date noted in Subsection D above.

Response: Read and Understood.

F. ADDENDUM:

Any, and all, changes to the RFP Documents are valid only if they are included by written addendum to all Respondents. Addenda are written instruments issued by the County prior to the date for receipt of Proposals, which modify or interpret the RFP Documents by addition, deletions, clarifications, and/or corrections. All addenda so issued shall become part of the RFP Documents. Only Meagan Briganti or Matthew Kinsey has the authority to issue an addendum for these RFP Documents.

No interpretation of the meaning of the plans, specifications, or other RFP Documents will be made orally. All Addenda will be posted at <https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids>.

Each Respondent shall confirm prior to submitting a Proposal that all Addenda issued by the County have been received and, by submission of a Proposal, such act shall be taken to mean that such Respondent has received all Addenda; is familiar with the terms thereof; and understands and agrees to comply fully with the contents of the RFP Documents and Addenda. Failure of the Respondent to receive and review any addendum or interpretation issued by the County shall not relieve the Respondent from the obligation under their Proposal as submitted. Failure of a Respondent to request an interpretation constitutes a waiver to a later claim that ambiguities or misunderstandings caused a Respondent to submit a Proposal improperly.

Response: Read and Understood.

G. QUESTIONS

Should a Respondent require any additional information about this RFP or any other RFP Documents, such questions should be directed in writing to the County. All questions should be sent to:

Connect Kendall County Commission

Subject: Broadband RFP Questions

E-mail address: CKCC@kendallcountyil.gov

Questions must be received by the County at the above-referenced email address no later than 12 p.m. (CST) on May 24, 2023.

Questions timely received by the County will be answered at the discretion of the County. Any answers provided by the County will be given by means of an addendum published <https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids> and sent to all Respondents.

Response: Read and Understood.

SECTION 2: SUBMITTAL OF PROPOSALS

A. Submittal of Sealed Proposal

Respondents are required to submit Proposals electronically in .PDF format via email to: CKCC@kendallcountyil.gov. The subject of a Respondent's email should read "Proposal for Broadband RFP".

All Proposals must be received by the above-referenced email address no later than 12 p.m. (CST) on May 31, 2023 (hereinafter referred to as the "Due Date"). Proposals received after the Due Date will not be considered.

Response: Read and Understood.

B. Modification or Withdrawal of Proposals:

Prior to the date and time designated for receipt of Proposals, a Respondent may submit a new Proposals to replace a Proposal previously submitted, or withdraw its Proposal entirely, by sending written notice to the person designated to receive Proposals on behalf of the County. Such notice must be received by the County on or before the date and time set for receipt of Proposals. The person receiving Proposals shall verify that the replaced/withdrawn Proposal is removed from the other submitted Proposals and not considered. Notice of submission of a replacement Proposal or withdrawal of a Proposal shall be worded so as not to reveal the amount of the original Proposal.

Response: Read and Understood.

C. Opening of Sealed Proposals:

The sealed Proposals timely received by the County shall be opened and publicly read on **May 31, 2023 at 2 p.m. at 111 W. Fox Street, Yorkville, Illinois 60560**. Each sealed Proposal received by the County shall be analyzed to ensure that all stipulations have been satisfied by the Respondent. The results shall be recorded and forwarded with all RFP Documents to the appropriate County official. Respondent attendance is NOT required at the opening of sealed Proposals.

Response: Read and Understood.

SECTION 3: INSTRUCTIONS TO RESPONDENTS

A. What Information Must Be Included In The Proposals: All Proposals must comply with the following requirements:

1. The Respondent must complete and include all of the following documents with their Proposal:
 - Mandatory Cover Sheet (The Cover Sheet form to complete is attached to the RFP as Exhibit A)
 - Completed Proposal Forms (the Proposal Forms are attached to the RFP as Exhibit B)
 - All other requirements included in the RFP Documents
2. All sealed Proposals must be comprehensive and complete for the services requested in the RFP Documents. All Proposals shall provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of the RFP Documents and the services requested therein. Emphasis should be on completeness and clarity of content.
3. Any proposed reduction in price or any proposed donation of materials, supplies and/or labor by the Respondent shall be specified in the completed Proposal Forms. Any reduction or donation provided by a Respondent to the County shall not relieve Respondent of their obligations to comply with existing local, state or federal laws, including but not limited to the Illinois Prevailing Wage Act (820 ILCS 130/.01 *et seq.*). The County shall only consider any reduction or donation in determining the lowest responsible Respondent to the extent that the reduction or donation effects the stipulated sum Proposal by a Respondent.
4. The "Terms and Conditions" set forth in the RFP Documents will apply to the contract between the County and the successful Respondent. By submitting a Proposal, a Respondent agrees to the Terms and Conditions. Any Proposal that conflicts with the Terms and Conditions may be deemed an unresponsive Proposal.
5. All sealed Proposals shall be submitted on forms included in these RFP Documents unless otherwise specified.
6. All information requested on Proposal forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict.
7. The County will not be responsible for any expenses incurred by the Respondent in preparing and submitting Proposals.
8. The Respondent must sign their Proposal in their business or corporation's name and must bear the original longhand signature of a principal legally authorized to sign contracts on behalf of the Respondent. The name of each person signing should be typed or printed below the signature.
9. The individual signing the document for the Respondent shall initial all erasures and/or corrections in their sealed Proposal.
10. All variations to the stated specifications must be described in detail (free from ambiguity).

11. All Respondents must confirm they are appropriately licensed and authorized to conduct business within the State of Illinois. Respondents shall be prepared to furnish evidence of the foregoing upon request.
12. The Respondent acknowledges that all materials submitted with the Proposal become the property of the County and, as such, may be available to the public pursuant to applicable law.
13. The Respondent is expected to comply with the true intent of this RFP and the RFP Documents taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or to the County. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the County in writing, and the County will issue written corrections or clarifications. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP and RFP Documents. Respondent will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Respondent in the process of putting the Proposal together.

Response: Read and Understood.

B. Modification or Interpretation of RFP Documents:

The Respondent acknowledges that some of the existing conditions shown in the RFP Documents are presented for information as an approximation and are not a substitute for the Respondent's required field verification of existing conditions relating to the Project. Failure to make the necessary field examinations will not relieve the Respondent from any of the requirements of the RFP Documents or any contract entered into by the County and the successful Respondent.

The Respondent shall carefully study the RFP Documents, shall examine the site and local conditions, and shall notify the County of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to the procedures set forth in these RFP Documents.

Response: Read and Understood.

C. Award of Bid:

It is the intent of the County to award the Proposal to the most qualified and responsible Respondent who has met all specifications, terms, and conditions of this RFP and all other RFP Documents. The County reserves the right to issue its award subject to the criteria referenced in Section 1, Subsection C. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the County, and delivery and discount terms will be taken into consideration in making the award(s).

Submission of a Proposal confers no rights on the Respondent to selection or to a subsequent contract. This RFP process is for the County's benefit only, and it is intended to provide the County with competitive information to assist in selection of services. All decisions on compliance, evaluation, and responsiveness shall be made solely at the County's discretion. By submitting a Proposal, Respondent acknowledges the County's decision is final, binding, and conclusive upon the Respondent for all purposes.

All Proposals submitted shall be considered firm offers and will be binding for one hundred and eighty (180) calendar days following the due date for submittal of sealed Proposals, unless, upon the County's request, the Respondent agrees in writing to an extension.

The failure of a Respondent to promptly supply information requested in the RFP Documents may result in the Respondent being eliminated from consideration.

The County reserves the right to reject any or all Proposals, to waive any or all irregularities, to waive or deviate from the procedures or timetable identified in the RFP Documents, or to supplement, amend, or otherwise modify the RFP Documents, without notice. The County may seek additional information or clarification from a Respondent at any time and failure to respond promptly may be cause for rejection of the Proposal.

The County reserves the right to disqualify Proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Respondent. The Respondent's failure to agree to the Terms and Conditions included in the RFP Documents or to otherwise meet the requirements of the RFP Documents may result in the disqualification of the Respondent's Proposal from further consideration as an unresponsive Proposal.

Response: Read and Understood.

D. Execution of Contract:

The accepted Proposal shall be contracted by the County for the total stipulated sum set forth in the accepted Proposal. The County will not be responsible for any additional charges above the accepted Proposal unless additional services are negotiated and accepted by the County by written addendum to the original contract.

The contents of the Proposal submitted by the successful Respondent and the RFP Documents (including, but not limited to the Terms and Conditions set forth below in this RFP) will become a part of the contract awarded as a result of the Proposal process.

Response: Read and Understood.

SECTION 4: TERMS AND CONDITIONS

The Respondent's failure to agree to the following terms and conditions may result in the disqualification of the Respondent's proposal from further consideration as an unresponsive Proposal.

By submitting a Proposal, Respondents represent that:

1. Respondent has read and understands the RFP Documents;
2. Respondent understands how the Project relates to other renovations being completed by the County at the Project site, which may be concurrently Proposal, or presently under construction at the Project site;
3. The Proposal complies with the RFP Documents;
4. Respondent has visited the Project site; is familiar with local conditions under which the Project is to be performed; and has correlated the Respondent's observations with the requirements of the RFP Documents and the Respondent's Proposal; and
5. The Proposal is based upon the materials, equipment, and systems required by the RFP Documents, as may be amended by written addendum, without exception.

By submitting a Proposal, Respondents agree to accept and comply with the following Terms and Conditions that shall be incorporated by reference herein to the contract between Kendall County and the successful Respondent:

1. These Terms and Conditions, along with the RFP, the RFP Documents, and the Respondent's Proposal, represent the entire understanding between the parties hereto (collectively, the "Agreement"), and any modification or amendment hereof must be made in writing, signed and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written. In the event of a conflict, the documents shall control in the following order of descending precedence: the Agreement, the Terms and Conditions set forth in the RFP, the remaining portions of the RFP Documents, and the Respondent's Proposal.
2. This Agreement shall be effective as of the date of final signature below and shall continue in force and effect until the Project has been fully completed to the satisfaction of the County within a reasonable amount of time as contemplated and agreed to by the parties or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.
3. Pursuant to, and as set forth in this Agreement, Respondent will provide the County the following services:

See "Scope of Work" in Section 1, Subsection B above.

4. As consideration for the services to be performed by Respondent pursuant to the terms and conditions set forth in this Agreement, the County agrees to partner with Respondent for the purposes of this Project with the aim of mutual benefit to both parties.

All potential payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*).

5. The County reserves the right to make changes in the Scope of Work (increases and decreases of any kind) and alterations in material and product selections. Respondent, its contractors, and subcontractors and their respective employees and agents shall make no changes in the Scope of Work without issuance of a

written change order that is first executed by both the County and the Respondent. The County will not pay for verbal change orders. Respondent must obtain written change orders or, at minimum, email authorization of additional fixed-price change order work from the County *before* proceeding with any additional work or any variations in specified materials. Furthermore, Respondent understands and agrees that any public works change orders that total fifty percent (50%) or more of original contract price must be repropose in same manner as the original contract. *See* 50 ILCS 525/5. Respondent also understands and agrees that any change orders of more than \$10,000 or 30 days (more or less) in completion time, must be pre-approved in writing by the County. *See* 720 ILCS 5/33E-9.

6. Respondent is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the County. Respondent understands and agrees that Respondent is solely responsible for paying all wages, benefits and any other compensation due and owing to Respondent's officers, employees, and agents for the performance of services set forth in the Agreement. Respondent further understands and agrees that Respondent is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Respondent's officers, employees and/or agents who perform services as set forth in the Agreement. Respondent also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Respondent, Respondent's officers, employees and agents and agrees the County is not responsible for providing any insurance coverage for the benefit of Respondent, Respondent's officers, employees and agents. Respondent hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the County, its board members, officials, employees, insurers, and agents for any alleged injuries that Respondent, its officers, employees and/or agents may sustain while performing services under the Agreement. Respondent shall exercise general and overall control of its officers and employees.
7. Respondent shall indemnify, hold harmless and defend with counsel of the County's own choosing, the County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Respondent of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Respondent in its performance under this Agreement or the contract documents. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Respondent's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.
8. Respondent will obtain and continue in force, where applicable, during the term of this Agreement, all insurance as set forth below:
 - a. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days' prior written notice, given by the insurance carrier to the County at the address set forth herein.

- b. Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:
- i. Commercial General Liability (“CGL”): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.
 - ii. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.
 - iii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Respondent has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - iv. Workers’ Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if company provides written verification it has no employees.)
 - v. Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Respondent’s profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
- c. If Respondent maintains broader coverage and/or higher limits than the minimums shown above, the County shall be entitled to the broader coverage and/or the higher limits maintained by the Respondent. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. The County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Respondent including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Respondent’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- d. For any claims related to this Agreement, the Respondent’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees. Any insurance maintained by the Releasees shall be in excess of the Respondent’s insurance and shall not contribute with it.
- e. Respondent hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Respondent may acquire against Releasees by virtue of the payment of any loss under such insurance. Respondent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.
- f. Self-insured retentions must be declared to and approved by the County. The County may require the Respondent to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or

be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.

- g. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the contracted work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement's effective date, the Respondent must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.
 - h. Respondent shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Respondent's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 - i. Subcontractors: Respondent shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Respondent shall ensure that the County is an additional insured on insurance required from subcontractors.
 - j. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
9. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
10. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the County, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.
11. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the County upon written notice delivered to Respondent at least thirty (30) days prior to the effective date of

termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph.

12. Respondent agrees to comply with all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location where the work is to be performed. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
13. When applicable, Respondent shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to Know” law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*
14. Respondent, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. Also, Respondent and Respondent’s subcontractors shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all other fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.
15. All services to be undertaken by Respondent shall be carried out by competent and properly trained personnel of Respondent to the highest standards and to the satisfaction of the County. All services, materials and components shall conform to relevant manufacturers’ and equipment suppliers’ specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
16. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
17. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County Illinois, Twenty-Third Judicial Circuit, State of Illinois.
18. In the event the County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County’s obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Respondent. In the event of a default due to non-appropriation of funds, the County has the right to terminate the Agreement upon providing thirty (30) days written notice to Respondent. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
19. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the County, to the County’s Representative, Kendall County Administrator, 111 W Fox Street, Yorkville, Illinois, 60560, 630-553-

4171, or fax 630-553-4214, with copy sent to: Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

And, in the case of Respondent, to:

20. Respondent certifies that Respondent, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (Bid rigging or Bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Respondent further certifies by signing the Agreement, the Respondent, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Also, by signing this Agreement, Respondent affirms that Respondent has not made any admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Respondent's company been so convicted nor made such an admission.
21. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Respondent or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Respondent or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
22. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
23. Vendor Information Reporting Requirements. Pursuant to 35 ILCS 200/18-50.2, the County must collect and electronically publish certain data from all vendors and subcontractors doing business with the County. To comply with this statutory obligation, the Respondent agrees to provide the County with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:
 1. Is the Respondent and/or any of the Respondent's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.
 2. If the answer to Question (1) is "yes", does the Respondent and/or any of the Respondent's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.
 3. If the Respondent and/or the Respondent's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?

24. Respondent and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
25. Respondent agrees to comply with [The Davis Bacon Act](#) — 40 U.S.C. 3141 *et seq.* as necessary. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.
26. The County and/or Respondent’s waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
27. Respondent warrants to the County that all construction and related services provided shall be performed in a good workman like manner, in accordance with the terms of the contract documents, and all applicable law, codes, regulations, and other requirements, including safety standards.
28. Respondent understands that the County is utilizing funds received pursuant to the American Rescue Plan Act (“ARPA”) to pay, in whole or in part, for the services set forth in this Agreement. Thus, Respondent agrees to comply with all applicable provisions of the ARPA, all guidance on the ARPA including, but not limited to the Interim Final Rule, issued by the U.S. Department of the Treasury, 2 C.F.R. 200 *et seq.*, and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders related to ARPA funded projects.
29. Respondent understands the County will be utilizing funds received from a grant (“Grant”) to pay, in whole or in part, for the services set forth in this Agreement. Thus, Respondent agrees to comply with all applicable provisions of the County’s Grant requirements. Also, Respondent agrees to promptly provide the County, at the County’s request, with any documentation and any other information necessary for the County to comply with the County’s Grant reporting requirements.
30. It is understood and agreed to by the parties that all contracts entered into by a government body, such as the County, are open to public review and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.
31. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
32. The County and the Respondent each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement. Furthermore, Respondent hereby affirms that Respondent is legally authorized to transact business in the State of Illinois.

SECTION 5: PROPOSAL FORMS

EXHIBIT A — PROPOSAL SUBMISSION COVER SHEET

RFP Project Name REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

Respondent Name (printed) Pivot-Tech Development, Inc.

Address: 6674 E 118th Ct City, State, Zip: Denver, CO 80233

Proposal Clarification Contact

Person: Jim Cannon **Telephone:** 202-276-2305

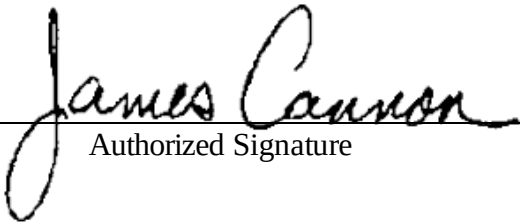
Email: jim@pivot-tech.io

State of Incorporation: Delaware **Entity Type:** Corporation

Federal Employer Identification Number (FEIN): 92-2687418

Any individual signing below hereby certifies they are an authorized representative of Respondent and that:

5. Respondent understands and accepts the requirements of this RFP and all RFP Documents. By submitting a Proposal, Respondent agrees to be bound by all requirements and terms and conditions set forth in the RFP Documents.
6. Respondent acknowledges receipt of any and all Addenda to this RFP.
7. Respondent certifies all contents of the Proposal (including any other forms or documentation, if required under the Proposal Documents), and this Proposal Submission Cover Sheet are truthful and accurate and have been prepared independently from all other Respondents, and without collusion, fraud, or other dishonesty.
8. Subject to acceptance by a majority vote of the Kendall County Board, the Respondent acknowledges that by submitting this Proposal offer and signing in the space below, the Respondent is contractually obligated to comply with all items in the RFP Documents.



Authorized Signature

James Cannon, CEO

(Printed Name and Title)

June 14, 2023

Date

jim@pivot-tech.io

Email Address

EXHIBIT B - Proposal Form

RESPONDENT'S NAME: Pivot-Tech Development, Inc.

RFP PROJECT NAME: REQUEST FOR PROPOSAL PUBLIC-PRIVATE PARTNERSHIP IN PROVIDING FIBER TO THE HOME AND INTERNET SERVICES

1. **PROFESSIONAL REFERENCES:** The undersigned shall provide at least three (3) professional references that can provide Kendall County, Illinois with information regarding the Respondent's experience with this type of project, and these professional references are attached to this Proposal Form.
2. **COMPLIANCE CERTIFICATIONS:** By initialing below, the undersigned hereby certifies all of the following in accordance with applicable state and federal law:

- A. **COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT:** The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug- Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

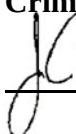
 (Initials)

- B. **COMPLIANCE WITH THE ILLINOIS HUMAN RIGHTS ACT:** The undersigned does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Illinois Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

The undersigned also further certifies that, pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

 (Initials)

- C. **CERTIFICATION REGARDING RESPONDENT ELIGIBILITY:** The undersigned does hereby certify that it has not been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 33E-4 (Bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

 (Initials)

- D. **NON-COLLUSION AFFIDAVIT:** The undersigned's completed Non-Collusion Affidavit is attached to this Proposal Form.

This Proposal Form and all attachments are respectfully submitted this 14th day of June, 2023.

Respondent's Name: James Cannon _____

Mailing Address: 6674 E 118th Ct Denver, CO 80233 _____

Telephone Number: 202-276-2305 **Facsimile Number:** _____

Email Address: jim@pivot-tech.io _____

Website: www.pivot-tech.io _____

Type of Business Organization: (Check the box that applies)

☐ Sole Proprietor

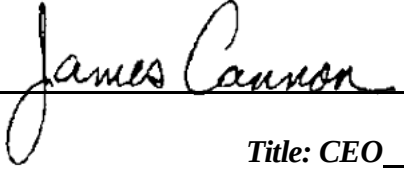
☒ Corporation

☐ LLC

☐ Partnership

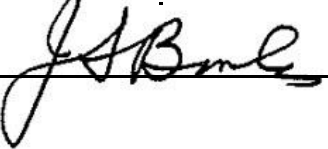
☐ Limited Partnership

☐ Other: _____

Signature of Authorized Representative: _____ 

Printed Name: James Cannon

Title: CEO _____

Attested by: _____ 

Title: COO _____

NON-COLLUSION AFFIDAVIT
(Complete and Submit with Proposal Form)

STATE OF Colorado)
) ss
COUNTY OF Adams)

James Cannon, being duly sworn, says that he/she is
Chief Executive Officer of Pivot-Tech Development, Inc. _____
 (sole owner, member of firm, corporate official) (individual, firm or corporate name)
 which has by the enactment of this document affirmed that he/she, in the preparation of the Proposal estimates,
 has not entered into any verbal and/or written agreement with any of the other Respondents or their agents for the
 specific purpose of fixing Proposal estimates to benefit him/herself or the firm he/she represents.

The undersigned Respondent further certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of government in the State of Illinois, nor has the Respondent made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the Respondent committed bribery or attempted bribery on behalf of the Respondent and pursuant to the direction or authorization of a responsible official of the Respondent.

The undersigned Respondent further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating.

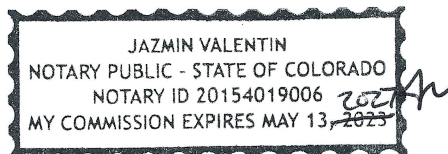
Printed Name: James Cannon

Title: CEO

Signature: James Cannon

Subscribed and sworn to me this 14 day of June, 2023.


Notary Public
(seal)



Respondent's Professional References

As part of their Proposal package, the Respondent must provide at least three (3) professional/client references for services the Respondent has performed within the past five (5) years that are similar in size, scope, and type of

Reference #1:

Professional Reference Name: Roland Berger

Contact Person's Name: Wim D'Hondt

Telephone Number: 438-492-1013 Facsimile Number: ____

Mailing Address: 330 Bay Street Toronto, Canada

Email: wim.dhondt@rolandberger.com

Description and date(s) of services: Ongoing. Fiber and Telecom

Reference #2:

Professional Reference Name: Dish Network

Contact Person's Name: Jennings Orcutt

Telephone Number: 720-937-5290 Facsimile Number:

Mailing Address: 5701 S Santa Fe Drive, Littleton, CO 80120

Email: Jennings.orcutt@dish.com

Description and date(s) of services: Telecom and Fiber, ongoing

Reference #3:

Professional Reference Name: Arukona, Inc.

Contact Person's Name: Alex Cavgalar

Telephone Number: 316-214-7361 Facsimile Number:

Mailing Address: 9229 E 37th St N Ste 202, Wichita, Kansas, 67206

Email: alex.cavgalar@aruknoa.com

Description and date(s) of services: Fiber and Telecom ongoing



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
County of Kendall**

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

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
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Exhibit A	Project Description
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Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

COUNTY OF KENDALL

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Matt Kellogg

Printed Title: Kendall County Board Chairman

Email: mkellogg@kendallcountyil.gov

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

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

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **01/01/2025** and expires on **12/31/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$6,500,000.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

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

Variable Advance/Remainder based on cash needs/reimbursement (Not to Exceed 25% Advance)

The Grantor shall authorize an initial disbursement in an amount sufficient to address the Grantee's immediate cash needs according to their reported and Grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-35-2366 and the CSFA Name is Broadband Connect IL Rd 3. If applicable, the State Award Identification Number (SAIN) is 2366-48532.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **ES1SZWNDT9N5** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

3.2. Tax Identification Certification. Grantee certifies that: **366006598** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

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

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

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

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII LOBBYING

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XII AUDIT REQUIREMENTS

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

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

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If

Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

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

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

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

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

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

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. "For-Profit" Entities.

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

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

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

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

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

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

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

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

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

13.5. **Effects of Suspension and Termination.**

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

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

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

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

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

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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

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

ARTICLE XV NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

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

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

ARTICLE XVIII EQUIPMENT OR PROPERTY

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

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose.

Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

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

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies

available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

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

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

**ARTICLE XXII
MISCELLANEOUS**

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

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

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

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

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

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

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

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation,

federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

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

22.10. Precedence.

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A**PROJECT DESCRIPTION**

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

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

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:**Kendall County****SCOPE OF WORK****EXHIBIT A: PROJECT DESCRIPTION**

The Grantee is a government entity located at 504 S. Main Street in Yorkville providing essential public services to residents in Kendall County.

This Grant-funded project will include a portion of the costs associated with bringing Fiber to the Premise (FTTP) broadband and/or fixed wireless (FW) services to unserved and underserved residents, businesses and community anchor institutions in parts of Kendall and Kane Counties. The network will provide speeds of 10 Gbps symmetrical to private network customers, 1 Gbps symmetrical to FTTP customers, and a minimum of 100 Mbps symmetrical to FW customers. The FW towers feature 5G NR radios and cover all KenCom EMS service areas, including all of Kendall County and parts of all neighboring counties. Each middle mile ring supports last-mile XGS-PON FTTP networks, as well as fiber connections to FW towers, ensuring serviceable locations in the project area have access to at least 100 Mbps symmetrical service. The project will be owned by Fox Fiber, a not-for-profit corporation established in compliance with IRS rule 63-20 on behalf of Kendall County. Fox Fiber maintains a comprehensive development agreement with the County to construct and finance the project in exchange for grant funds. Fox Fiber has contracted with Pivot Tech LLC to oversee the construction and operate the network until such time all debts are retired, and the network becomes property of Kendall County. The project will provide state-of-the-art broadband services built over approximately thirty-three and one half (33.5) miles of middle mile fiber including last mile fiber to approximately total locations made up of three hundred forty-eight (348) unserved and one hundred sixty-three (163) underserved premises either with a direct fiber connection where economically possible at 1 Gbps symmetrical or via a direct fiber connection to a FW base station that is capable of serving the premise at a minimum of 100 Mbps symmetrical. These premises are located in or near the community of Montgomery, Oswego, Plano and Yorkville. Specifically, this project will cover the following FCC Fabric v3.2 locations:

1117666245	1024782593	1024779975	1024780351	1024770595	1024778918
1024787367	1024782314	1024753771	1024779014	1024771231	1024778919
1024789467	1024782311	1024754178	1024779025	1024768581	1024778921
1024787436	1024779230	1024754191	1024779029	1024771223	1024778933
1024789519	1024778635	1024754183	1024778996	1024771227	1024778912

1024794044	1024778638	1024754189	1024780860	1024771051	1024778920
1024784852	1024778667	1024778493	1024778357	1024775076	1024778935
1024792872	1024778655	1024778505	1024780305	1024766729	1024778943
1024753328	1024778672	1024778507	1024780870	1024766730	1024778948
1024754079	1024778651	1024778503	1024780303	1024769269	1024778949
1024753682	1024778756	1024782577	1024780295	1024765859	1024778910
1024784241	1024778720	1024782579	1024780302	1024764099	1024778938
1024786070	1024778767	1024782592	1024757713	1024764102	1024778940
1024789498	1024778749	1024782597	1024771760	1024770774	1024778931
1024787814	1024778761	1024782646	1024771719	1024764098	1024778922
1024787818	1024782564	1024782647	1024768521	1024770771	1024778925
1024787838	1024779348	1024778496	1024768536	1024770776	1024778934
1024787844	1024780719	1024778504	1024768560	1024764093	1024778905
1024787847	1024780725	1024778487	1024768531	1024764101	1024778923
1024789503	1024774295	1024778501	1024768540	1024764104	1024778930
1024789463	1024773095	1024779310	1024768563	1024764096	1024778932
1024789464	1024774289	1024779308	1024768556	1024770765	1024778936
1024787816	1024753679	1024779300	1024768558	1024768526	1024778944
1024787824	1024753383	1024779307	1024768562	1024768519	1024778951
1024787827	1024753484	1024779309	1024768549	1024768515	1024778917
1024787833	1024753635	1024779305	1024768561	1024768539	1024778952
1024787841	1024753486	1024786067	1024768533	1024765924	1024778997
1024787843	1024753642	1024779301	1024768547	1024765956	1024779021
1024787852	1024755415	1024779311	1024768517	1024768535	1024779336
1024787840	1024756624	1024753916	1024768532	1024768516	1024779337
1024787857	1024753887	1024753917	1024768559	1024768576	1024779338
1024787859	1024753921	1024753918	1024768545	1024768537	1024779342
1024789470	1024771736	1024753765	1024768591	1024768599	1024779344
1024787842	1024760641	1024753767	1024768522	1024768608	1024779350
1024787853	1024760642	1024753764	1024768529	1024769793	1024779351
1024785531	1024771743	1024753770	1024768538	1024768030	1024779352
1024787732	1024774473	1024753766	1024768544	1024768034	1024779341
1024794386	1024757193	1024753790	1024765934	1024769821	1024779340
1024792543	1024793506	1024778491	1024768524	1024768017	1024779343
1024787733	1024765507	1024778495	1024768527	1024770770	1024779345
1024782793	1024789149	1024778498	1024768543	1024770772	1024779346
1024782792	1024765287	1024778497	1024768550	1024770768	1024779347
1024782790	1024775407	1024778502	1024768553	1024770766	1024779353
1024782794	1024765743	1024778499	1024765948	1024770767	1024779333
1024782795	1024765755	1024783113	1024765955	1024770773	1024778995
1024782791	1024768024	1024783115	1024768523	1024753052	1024778998
1024778206	1024768041	1024783119	1024768530	1024752881	1024779011
1024780151	1024768012	1024783120	1024768528	1024752876	1024779003
1024780159	1024768032	1024778489	1024768534	1024752879	1024779006
1024781349	1024774260	1024778492	1024768541	1024752882	1024779013
1024781350	1024794898	1024778488	1024768546	1024752883	1024779019
1024781257	1024794899	1024778506	1024768551	1024752884	1024779026
1024778124	1024794900	1024783116	1024768565	1024760099	1024779001
1024780304	1024794903	1024783118	1024768566	1024760100	1024779027

1024778144	1024774249	1024782917	1024774523	1024778902	1024779005
1024782653	1024789143	1024782942	1024774529	1024778937	1024779008
1024782659	1024785507	1024782958	1024752570	1024778909	1024779009
1024782665	1024785505	1024780348	1024752578	1024778913	1024778992
1024782651	1024774255	1024777873	1024752581	1024778945	1024779010
1024782652	1024774271	1024777844	1024751888	1024778926	1024779024
1024782650	1024774298	1024782968	1024751900	1024779586	1024779615
1024782648	1024774256	1024777723	1024751951	1024779625	1024779608
1024782661	1024774259	1024777793	1024751952	1024779631	1024780702
1024782663	1024774181	1024777770	1024751970	1024779587	1024780705
1024782655	1024754027	1024777804	1024751934	1024779644	1024780724
1024782656	1024754022	1024783093	1024764196	1024779623	1024780699
1024782654	1024754024	1024779002	1024764176	1024780684	1024779600
1024782664	1024754028	1024779022	1024764235	1024780708	1024779598
1024777173	1024754023	1024780346	1024764236	1024779660	1024779590
1024780143	1024754034	1024779015	1024767247	1024780714	1024778508
1024780174	1024778490	1024778994	1024767258	1024779634	1024778924
1024780184	1024754033	1024778991	1024771066	1024779585	1015753776
1024782660	1024754025	1024779017	1024768577	1024779643	1015750034
1024782550	1024754026	1024779018	1024768604	1024778907	1015753769
1024782608	1024754031	1024778999	1024768578	1024778908	1015753775
1024782611	1024754032	1024779000	1024768579	1024778929	1015727474
1024782580	1024754029	1024779012	1024768602	1024779020	1015753774
1024782613	1024753769	1024777724	1024768603	1024778946	1015753777
1024782574	1024754030	1024780347	1024764368	1024778941	1015753778
1024779339	1024784789	1024780350	1024768589	1024753324	1015750031
1024778248	1024784792	1024780345	1024768580	1024778927	1015639170
1024782589	1024779976	1024780349	1024768588	1024779007	1015543914
1024782568	1024779302	1024778993	1024767933	1024779004	
1024782573	1024779303	1024779016	1024764355	1024778915	
1024782585	1024779304	1024779023	1024775104	1024778906	
1024782571	1024779974	1024779028	1024770162	1024778914	

Grant funds will include telecommunication Construction costs for middle-mile and last-mile infrastructure. Grant funds will also cover costs of items such as: Design/Engineering cost for planning of the network, Construction Management/Oversight costs for FTTP/FWA network connections, Contingency costs for FTTP/FWA network connections, and Equipment/Material/Labor costs for supplies. Matching funds will cover all remaining costs.

Specifically, Grant funds will include costs associated with the project as follows:

“Design/Engineering”- costs associated with permitting, crossings, and post-award design and implementation.

“Construction”- costs associated with laying fiber in conduit, burying drops to served locations, and installation of necessary external equipment.

“Construction Management/Oversight”- costs associated with the construction management for the middle mile ring and last-mile FTTP/FWA networks to connect un/underserved homes.

“Contingency”- costs associated with the contingency for the middle mile ring and last-mile FTTP/FWA networks to connect un/underserved homes.

“Equipment/Materials/Labor”- costs associated with the purchase and installation of bondable items such as:

Item	Quantity
Middle Mile Ring fiber optical cable (288-count) in underground 2" conduit including fiber mgmt enclosures (feet)	93,792
FTTP/FWA last mile fiber optic cable and conduit including fiber management enclosures (feet)	110,360
FWA Base-station Equipment including installation	10
Network termination equipment for FTTP Including drop and installation	135
Network termination equipment for FWA including installation	67

This project will benefit the public by providing broadband internet service. Through this connectivity, residents stand to benefit through access to remote work, remote learning, telehealth options, affordably priced internet service, and reliable emergency services. Having access to remote learning and work opens residents up to a wider scope of professional opportunities and decreases the need for them to relocate. Businesses in the county, including farms, will have the opportunity to improve their productivity, maintain uninterrupted daily operations, grow their online presence, reinforce their cybersecurity, and overall remain competitive in their respective industries. Providing state-of-the art, ubiquitous 5G FW services for first responders, precision agriculture, and countless other “smart” applications.

EXHIBIT B

DELIVERABLES OR MILESTONES

Within thirty (30) days of the execution of the Agreement, the Grantee will provide a detailed timeline of projected deliverables, which must be approved by Grantor. The timeline and any subsequent revisions shall be incorporated by reference into this Agreement. The timeline will be submitted in conjunction with the initial Periodic Performance Report (PPR). The timeline will be used to measure performance throughout the life of the Award and will be updated and reported on each PPR reporting due date.

1. **Administer the project.** Grantee will match the State's Connect Illinois investment to cover the remaining eligible expenditures in the project.
2. **Acquire, construct, install broadband infrastructure and provide access to broadband service** to all passings in the location as outlined in Exhibit A at service levels stated in Exhibit A, and with capability to scale to speeds of at least 100 megabits per second download and 100 megabits per second upload (100/100 Mbps). In addition, these passings will be:
 - a. served under the conditions and subject to pricing stated in the grant application
 - b. not denied last-mile network connectivity and/or service
 - c. served within a reasonable time period (typically, within 10 business days of request)
3. **Reporting & reimbursement:** Grantee will file required reports using form(s) provided by Illinois Office of Broadband. As part of this reporting, Grantee will send any requested mapping data updates to the state broadband mapping contractor, copying the Illinois Office of Broadband on the submission.

Schedule for reports is included in Section 40.3.

The Grantee must provide Project-level data for the following measures:

- Project technology type(s) (Planned/Actual)
 - o Fiber
 - o Coaxial Cable
 - o Terrestrial Fixed Wireless
 - o Other (specify)
- Total miles of fiber deployed (Planned/Actual)
- Total number of locations served (Planned/Actual)
 - o Total number of locations served, broken out by speeds:
 - o Total number of funded locations served, broken out by type (Planned/Actual):
 - Residential
 - Total Housing Units
 - Business
 - Community anchor institution
- Speed tiers offered and corresponding non-promotional prices, including associated fees, for each speed tier of broadband service.
- Confirmation that the provider is participating in the FCC's Affordable Connectivity Program (ACP) (Actual) [Applies only for States and territories]

For each location served by a Project, Grantee must submit:

- Latitude/longitude at the structure where service will be installed
- Technology used to offer service at the location

- Location Type
 - o Residential
 - If Residential, Number of Housing Units
 - o Business
 - o Community anchor institution
- Speed tier at the location pre-investment
 - o Below 25/3 Mbps
 - o 25/3 Mbps or greater but less than 100/20 Mbps
- Speed and latency at the location post-investment
 - o Maximum download speed offered
 - o Maximum download speed delivered
 - o Maximum upload speed offered.
 - o Maximum upload speed delivered
 - o Latency
- Standardized FCC Identifiers
 - o Fabric ID # (Broadband Serviceable Fabric Locations)
 - o FCC Issued Provider ID#

Project summary: Submit a project summary to the Illinois Office of Broadband detailing the work completed, with the final payment request for the period.

Final close-out report: Due 30 days after conclusion of grant contract period or conclusion of the project, whichever comes first. The final report will include sending an as-built map of the completed project area to the Illinois Office of Broadband mapping contractor, and a timeline for the implementation of a post-project survey of customers who are using the services provided via the grant project. The Illinois Office of Broadband will provide the final close-out report form to the Grantee to complete prior to the close-out visit/call, and will supply the post-project survey instrument.

4. **Keep financial records,** including properly executed contracts, invoices, receipts, vouchers, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures made pursuant to this Grant Agreement. Accounting methods must be in accordance with generally accepted accounting principles.
5. **Complete the project** in accordance with the approved budget within the time frame specified in this Grant Agreement.
6. **Promptly notify the Illinois Office of Broadband of any proposed material change** to the scope of the project, budget or completion date, which must be approved by the Illinois Office of Broadband, prior to implementation. A material change is defined as work not indicated in the budget and may result in the need for a contract amendment.
7. **Have on file the necessary documentation,** including payroll records, to show that all project funds have been used for the items stated in the application.
8. **Adhere to all other requirements in this Grant Agreement.**

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

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

GRANTEE CONTACT

Name: Matt Kellogg
Title: Kendall County Board Chairman
Address: 504 S. Main Street
Yorkville, IL 60560-5403

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Jaclyn Franke
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 111-222-3333
TTY#: (800) 785-6055
Email: jaclyn.franke@illinois.gov
Address:

GRANTEE CONTACT

Name: Christina Burns
Title: County Administrator
Address: 504 S. Main Street
Yorkville, IL 60560-5403
Phone: 630-553-4142
TTY#: N/A
Email: cburns@kendallcountyil.gov
Address:

GRANTEE DESIGNEES

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

Authorized Designee: Jennifer Breault
Authorized Designee Title: Finance and Budget Analyst
Authorized Designee Phone: 630-553-5500
Authorized Designee Email: jebreault@kendallcountyil.gov

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: Christina Burns
Authorized Designee Title: County Administrator
Authorized Designee Phone: 630-553-4142
Authorized Designee Email: cburns@kendallcountyil.gov

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Mofopefoluwa Oloyede
Email: mofopefoluwa.loyede@illinois.gov
Phone: 000-000-0000
Fax#: N/A

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

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Within thirty (30) days of the execution of the Agreement, the Grantee will incorporate project specific performance measures within the corresponding section of the Periodic Performance Report (PPR). The project specific performance measures will encompass the following standardized performance measures listed below.

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

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

EXHIBIT E

SPECIFIC CONDITIONS

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

Specific Conditions:

The result of the Grantee's Internal Control Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.302:

ICQ Section:	05- Audit (2 CFR 200.500)
Conditions:	Requires desk review of the status of implementation of corrective actions;
Timeframe:	When corrective action is complete.

Programmatic Risk Assessment (PRA)

PRA Section:	03 – Audit and Monitoring Finding:
Conditions:	Requires training on common State audit standards;
Timeframe:	One year;

PRA Section:	04- Ability to Effectively Implement Requirements:
Conditions:	Requires staff training on State requirements;
Timeframe:	Six months;

PART TWO – GRANTOR-SPECIFIC TERMS

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

ARTICLE XXIII AUTHORIZED SIGNATORY

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

ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

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

ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

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

ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

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

Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

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

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

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

- (a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
 - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;
 - (iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and
 - (iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated

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

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

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

ARTICLE XXIX

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

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

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

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

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

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

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

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

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

ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

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

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

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

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

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

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

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

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

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

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

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

**ARTICLE XXXIII
APPLICABLE STATUTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

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

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

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

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

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

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

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

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

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

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PART THREE – PROJECT-SPECIFIC TERMS

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

ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

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

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

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

July 2025

- Quarterly Periodic Financial Report (07/15/2025) - Covering Period of 01/01/2025 - 06/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/15/2025) - Covering Period of 01/01/2025 - 06/30/2025; Send To: Grant Manager

October 2025

- Quarterly Periodic Financial Report (10/15/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/15/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager

January 2026

- Quarterly Periodic Financial Report (01/15/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/15/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

April 2026

- Quarterly Periodic Financial Report (04/15/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/15/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager

July 2026

- Quarterly Periodic Financial Report (07/15/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/15/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager

October 2026

- Quarterly Periodic Financial Report (10/15/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/15/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager

January 2027

- Quarterly Periodic Financial Report (01/15/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/15/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager

February 2027

- End of grant Closeout Financial Report (02/15/2027) - Covering Period of 01/01/2025 - 12/31/2026; Send To: Grant Manager
- End of grant Closeout Performance Report (02/15/2027) - Covering Period of 01/01/2025 - 12/31/2026; Send To: Grant Manager

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

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

37.1. Bond Funded Awards. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines. Grantee is required to comply with, and is subject to, all requirements and all other related rules and guidance issued by Grantor, including, but not limited to the following:

(a) Recordkeeping Requirements.

(i) The Grantee is required to maintain, until December 31, 2031, adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to this Award. 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. Grantee is responsible for ensuring all contractors and subrecipients, if applicable, adhere to these records retention requirements.

(ii) Grantee agrees to provide or make available all records related to this Award to Grantor upon request, and to any authorized oversight body.

(b) Civil Rights Law Compliance.

In addition to the other non-discrimination and Civil Rights law compliance required in this Agreement, Grantee also certifies it is in full compliance with the terms and provisions of all legal requirements of the Treasury relating to non-discrimination and non-discriminatory use of federal funds. These requirements

include ensuring that Grantee does 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 (42 USC 2000d-1 et seq.) and the Treasury's implementing regulations, 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.) and the Treasury's implementing regulations, 31 CFR Part 28; and the Age Discrimination Act of 1975 (42 USC 6101 et seq.) and the Treasury's implementing regulations at 31 CFR Part 23.

(c) Labor.

A Grantee may provide a certification that, for the relevant Project, all laborers and mechanics employed by contractors and subcontractors in the performance of such Project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a Grantee must provide a project employment and local impact report detailing:

- The number of contractors and sub-contractors working on the Project;
- The number of employees on the Project hired directly and hired through a third party; • The wages and benefits of workers on the Project by classification; and
- Whether those wages are at rates less than those prevailing.

Recipients must maintain sufficient records to substantiate this information upon request.

(d) Reporting Requirements.

In addition to the reporting requirements set forth in this Agreement, Grantee shall submit obligation and expenditure data and performance indicators and project data as required by this section, in a format requested by Grantor.

- i) **Quarterly Reporting.** Grantee is required to report the following information with its quarterly report:

The Grantee must provide Project-level data for the following measures:

- Project technology type(s) (Planned/Actual)
 - o Fiber
 - o Coaxial Cable
 - o Terrestrial Fixed Wireless
 - o Other (specify)
- Total miles of fiber deployed (Planned/Actual)
- Total number of locations served (Planned/Actual)
 - o Total number of locations served, broken out by speeds:
 - Pre-Investment:
 - Number receiving less than 25/3 Mbps
 - Number receiving 25/3 Mbps or greater but less than 100/20 Mbps
 - Post-Investment (Planned/Actual):
 - Number receiving minimum 100/100 Mbps

- Number receiving minimum 100/20 Mbps and scalable to 100/100 Mbps
- o Total number of funded locations served, broken out by type (Planned/Actual):
 - Residential
 - Total Housing Units
 - Business
 - Community anchor institution
 - Speed tiers offered and corresponding non-promotional prices, including associated fees, for each speed tier of broadband service.
 - Confirmation that the provider is participating in the FCC's Affordable Connectivity

For each location served by a Project, Grantee submit:

- Latitude/longitude at the structure where service will be installed
- Technology used to offer service at the location
- Location Type
 - o Residential
 - If Residential, Number of Housing Units
 - o Business
 - o Community anchor institution
- Speed tier at the location pre-investment
 - o Below 25/3 Mbps
 - o 25/3 Mbps or greater but less than 100/20 Mbps
- Speed and latency at the location post-investment
 - o Maximum download speed offered
 - o Maximum download speed delivered
 - o Maximum upload speed offered.
 - o Maximum upload speed delivered
 - o Latency
- Standardized FCC Identifiers
 - o Fabric ID # (Broadband Serviceable Fabric Locations)
 - o FCC Issued Provider ID#

37.2. Compensation To The Grantee.

(a) Method of Compensation. The method of compensation shall be in accordance with the applicable State laws relative to such compensation by which the Grantor is governed. Grantee shall comply with direction issued by the Grantor as to procedures to be followed when requesting disbursement of Grant Funds. All payment requests submitted by the Grantee shall be reviewed by the Grantor to ensure that such requests are:

- (i) in accordance with the approved Award Budget;
- (ii) in accordance with the provisions of this Agreement and any special terms and conditions of approved funding requests. Any expenditure of Grant Funds which does not comply with these provisions will be subject to the enforcement remedies at 2 CFR 200.338.

(b) Grantor Review of Expenditures. When making a request for funding, the Grantee shall provide Grantor support documentation evidencing that the costs are allowable, necessary and reasonable in accordance with this Agreement and all applicable laws and regulations. Grantor will review such documentation prior to approving Grantee's requests for funds. However, the Grantee acknowledges that, because the Grantor's initial determination will be based solely on the Grantee's documentation and self-declarations and/or attestations, the Grantor's initial

determination shall not be considered a final acceptance or approval of the Award costs. Permissibility of all Award costs are subject to subsequent on-site monitoring reviews and/or audits of the Grantee's books and records as well as corresponding source documentation, including, but not limited to, detailed invoices received from and checks paid to external vendors for services provided during the course of the Award Term.

37.3. Funding Terms and Restrictions.

- (i) **Reimbursement Limitation.** The Grantee cannot be reimbursed for costs incurred in excess of the total approved Grant Budget. The Grantee may be reimbursed for costs exceeding amounts budgeted by specific cost categories only in accordance with provisions of Articles VI, XXXI and XXXIV.
- (ii) **Budget Modifications.** The Grantee should obtain approval prior to incurring expenditures which necessitate a change in the approved Grant Budget, unless permitted as a discretionary line item transfer pursuant to paragraphs 6.3 and 31.1 herein. The Grantor reserves the right to withhold funds for such expenditures until a revised Budget has been submitted by the Grantee and approved by the Grantor.
- (iii) **Overpayment.** In addition to the return of unspent Grant Funds at the end of the expiration of this Agreement pursuant to paragraph 4.2 herein, the Grantee agrees to repay the Grantor for any funds that are determined by the Grantor to have been spent improperly in accordance with applicable regulations or rules.
- (iv) **Supportive Services & Participant Support Costs.** If Grantor approves of Supportive Services as part of Grantee's Budget, costs must meet the basic considerations at 2 CFR 200.402 – 200.411.

37.4. Travel Regulations. Costs in accordance with 2 CFR 200.474 and the latest State of Illinois Travel Regulations or such reasonable travel policies approved and adopted by the Grantee are allowable for expenses for transportation, lodging, subsistence, and related items incurred by Grantee's employees who are in travel status on official business necessary to the grant program. If State of Illinois Travel Regulations are not followed by the Grantee, the Grantee must have on file its approved travel policy for reference by the Grantor, the Comptroller of the State of Illinois, Comptroller General of the United States, or any of their duly authorized representatives. Provided, however, that travel expenses which exceed limitations established by federal statute or regulation (including OMB circulars, etc.) applicable to this Agreement are not allowable costs under this Agreement. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the Grantee's written policies and procedures. See also 30 ILCS 708/30.

37.5. Reports Required. The Grantee shall submit programmatic and expenditure reports as required pursuant to written direction issued by the Grantor to the Grantee in Exhibit B.

37.6. Monitoring And Evaluation. Grantor will periodically monitor and evaluate programmatic activities and the financial records pursuant to this Agreement. The Grantee will be monitored for compliance with all applicable federal and State laws, regulations, and rules, and Grantor policies applicable to this Agreement. The Grantee's performance will be assessed to gauge its impact upon the target population and for the effective and efficient utilization of the funds.

37.7. Equipment and Property Management. The Grantee may not purchase nonexpendable personal property items exceeding \$5,000 without the Grantor's prior written approval. 2 CFR 200.439.

37.8. Managing Subawards and Subrecipients.

- (a) **Monitoring.** The Grantee is responsible for the monitoring of any approved subrecipient, ensuring that the terms and conditions of this Agreement are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this Award. 2 CFR 200.101(b)(1); 2 CFR 200.331. See also paragraph 17.2, herein.

(b) **Agreements.** Pursuant to paragraph 17.1 herein, Prior Approval by Grantor is required for all subcontracts and subawards entered into by Grantee related to this Award. The Grantee shall provide the Grantor with copies of all subaward and contractual agreements between the Grantee and all subrecipients and contractors related to the performance of this Award. Grantee shall provide these agreements to the Grantor prior to receiving its first funding disbursement. If Grantee enters into any subaward or contractual agreement(s) related to this Award during the Award Term, Grantee shall provide to Grantor such agreements within five (5) calendar days of full execution of the agreement(s).

37.9. **Procurement.** The Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.326 when purchasing goods and services using Grant Funds. Grantee shall ensure compliance with 2 CFR 200.322, if applicable, and must ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.326. In addition, Grantee must follow the procurement requirements at 2 CFR 200.319, which calls for free and open competition. Effective October 1, 2018, pursuant to Office of Management and Budget Memorandum M-18-18, dated June 20, 2018, the federal financial assistance awards threshold for micro-purchases increased to \$10,000 and the threshold for simplified acquisitions increased to \$250,000.

37.10. **Assurances.** The Grantee hereby assures and certifies that no part of the payments to be made by the Grantor to the Grantee under this Agreement are available to the Grantee under the terms of any other federal, State or local government grant or subsidy existing as of the date of this Agreement.

37.11. **Use of Real Property.** Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.12. **Projects Requiring External Sign-offs.**

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

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

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

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

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

(3) External Sign-Off Provisions:

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**
- d.) If external sign-offs are indicated in this paragraph 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

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

37.14. Compliance with Illinois Works Jobs Program Act. Grantee acknowledges that it is required to comply with all applicable requirements of the Illinois Works Jobs Program Act (30 ILCS 559/20-1 *et seq.*) (the "Act") for Awards made for public works projects as defined in the Act.

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

37.16. Compliance with the Employment of Illinois Workers on Public Works Act. In a period of excessive unemployment rates, Grantees (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State

funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.

**ARTICLE XXXVIII
BOND FUNDED GENERAL GRANT PROVISIONS**

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



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
County of Kendall**

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

COUNTY OF KENDALL

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Matt Kellogg

Printed Title: Kendall County Board Chairman

Email: mkellogg@kendallcountyil.gov

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

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

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **01/01/2025** and expires on **12/31/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$8,500,000.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Variable Advance/Remainder based on cash needs/reimbursement (Not to Exceed 25% Advance)

The Grantor shall authorize an initial disbursement in an amount sufficient to address the Grantee's immediate cash needs according to their reported and Grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-35-2366 and the CSFA Name is Broadband Connect IL Rd 3. If applicable, the State Award Identification Number (SAIN) is 2366-48536.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **ES1SZWNDT9N5** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366006598** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

☐ Individual	☐ Pharmacy-Non Corporate
☐ Sole Proprietorship	☐ Pharmacy/Funeral Home/Cemetery Corp.
☐ Partnership	☐ Tax Exempt
☐ Corporation (includes Not For Profit)	☐ Limited Liability Company (select applicable tax classification)
☐ Medical Corporation	
☒ Governmental Unit	☐ P = partnership
☐ Estate or Trust	☐ C = corporation

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in PART TWO or PART THREE. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If

Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. **Delinquent Reports.** When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the

Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose.

Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies

available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation,

federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE controls. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in PART TWO or PART THREE, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A**PROJECT DESCRIPTION**

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:**Kendall County****SCOPE OF WORK****EXHIBIT A: PROJECT DESCRIPTION**

The Grantee is a government entity located at 504 S. Main Street in Yorkville providing essential public services to residents in Kendall County.

This Grant-funded project will include a portion of the costs associated with bringing Fiber to the Premise (FTTP) broadband and/or fixed wireless (FW) services to unserved and underserved residents, businesses and community anchor institutions in parts of Kendall County. The network will provide speeds of 10 Gbps symmetrical to private network customers, 1 Gbps symmetrical to FTTP customers, and a minimum of 100 Mbps symmetrical to FW customers. The FW towers feature 5G NR radios and cover all KenCom EMS service areas, including all of Kendall County and parts of all neighboring counties. Each middle mile ring supports last-mile XGS-PON FTTP networks, as well as fiber connections to FW towers, ensuring serviceable locations in the project area have access to at least 100 Mbps symmetrical service. The project will be owned by Fox Fiber, a not-for-profit corporation established in compliance with IRS rule 63-20 on behalf of Kendall County. Fox Fiber maintains a comprehensive development agreement with the County to construct and finance the project in exchange for grant funds. Fox Fiber has contracted with Pivot Tech LLC to oversee the construction and operate the network until such time all debts are retired, and the network becomes property of Kendall County. The project will provide state-of-the-art broadband services built over approximately thirty-eight (38) miles of middle mile fiber including last mile fiber to approximately total locations made up of eight hundred ninety-nine (899) unserved and six hundred thirty-four (634) underserved premises either with a direct fiber connection where economically possible at 1 Gbps symmetrical or via a direct fiber connection to a FW base station that is capable of serving the premise at a minimum of 100 Mbps symmetrical. These premises are located in or near the communities of Yorkville, Plano, Milbrook, Newark, Millington, Lisbon, and Plattville. Specifically, this project will cover the following FCC Fabric v3.2 locations:

1088161295	1024793563	1024751251	1024762596	1024762813	1024762968
1088150905	1024795048	1024751253	1024762598	1024762816	1024762965
1088150903	1024795045	1024751244	1024761828	1024762759	1024762969
1088150878	1024790686	1024751250	1024761821	1024762788	1024762970
1088150886	1024790694	1024751255	1024747957	1024762795	1024762296

1088150908	1024790662	1024751228	1024761834	1024762796	1024762305
1088150872	1024790687	1024751248	1024761741	1024762822	1024762967
1088150902	1024790688	1024791731	1024761751	1024762827	1024762971
1088150981	1024790701	1024791732	1024761735	1024762877	1024762306
1088150876	1024790417	1024791735	1024779055	1024762878	1024762973
1088150900	1024794046	1024791739	1024761734	1024762767	1024762960
1088150879	1024786248	1024791749	1024761729	1024762768	1024762961
1088150917	1024783225	1024791753	1024761732	1024762770	1024762382
1088150975	1024794967	1024791758	1024761727	1024762773	1024762963
1088150894	1024794045	1024791761	1024761752	1024762792	1024762972
1088150898	1024794666	1024791763	1024761755	1024762807	1024762992
1088151183	1024794667	1024751241	1024761744	1024762815	1024762991
1088151198	1024794670	1024751243	1024761757	1024762820	1024762964
1088151181	1024794674	1024751258	1024761393	1024762824	1024762979
1088151182	1024794671	1024751264	1024761391	1024762836	1024762966
1088150893	1024794672	1024751266	1024761394	1024762839	1024762976
1088150914	1024794675	1024751283	1024761396	1024762758	1024762981
1088161258	1024794678	1024794602	1024761736	1024762761	1024762987
1088150987	1024783165	1024794630	1024790602	1024762775	1024762993
1088161248	1024783167	1024789819	1024779054	1024762781	1024762917
1088161249	1024783173	1024789839	1024779057	1024762783	1024762984
1088161250	1024783177	1024789837	1024761749	1024762800	1024763035
1088161300	1024783190	1024789826	1024779053	1024762803	1024763029
1088161297	1024784173	1024789848	1024779056	1024762819	1024763037
1088161290	1024783214	1024789822	1024761742	1024762845	1024763038
1088161292	1024794689	1024789864	1024761740	1024762846	1024763030
1088149381	1024783196	1024784196	1024761745	1024762730	1024763040
1088147825	1024783212	1024789850	1024761739	1024762756	1024763036
1088147801	1024794715	1024789836	1024761766	1024762834	1024763027
1088147821	1024794735	1024789845	1024761738	1024762835	1024763028
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1088147804	1024794696	1024751511	1024761765	1024762823	1024763033
1088147812	1024794718	1024751524	1024780298	1024762793	1024763034
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1088147823	1024794742	1024751525	1024780306	1024762740	1024761164
1088147789	1024794713	1024784197	1024790596	1024762741	1024761175
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1088147834	1024794705	1024751498	1024790594	1024763197	1024761187
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1088147833	1024794747	1024751508	1024783923	1024762472	1024762390
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1088147790	1024794676	1024794557	1024762219	1024761171	1024790658
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1088147813	1024783421	1024794569	1024761553	1024761150	1024762989
1088147820	1024783434	1024794565	1024761567	1024761160	1024762962
1088147794	1024794679	1024794547	1024761573	1024761149	1024762995
1088147796	1024794669	1024794555	1024761582	1024761157	1024762974
1088147799	1024794720	1024794551	1024761584	1024761184	1024762977
1088147800	1024794727	1024794545	1024761594	1024762419	1024762985
1088147822	1024794737	1024794558	1024762214	1024762464	1024762986
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1088148379	1024765401	1024750736	1024761574	1024761165	1024761896
1088149252	1024764133	1024750740	1024761576	1024761045	1024761864
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1088149263	1024772419	1024751575	1024761588	1024761185	1024761865
1088149274	1024772424	1024751583	1024761590	1024761075	1024761888
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1024795006	1024794562	1024769498	1024751796	1024762062	1024751628
1024794926	1024791733	1024769501	1024750883	1024762064	1024751626
1024794932	1024791734	1024769503	1024751795	1024762061	1024751623
1024794936	1024791736	1024769504	1024751803	1024762123	1024751188
1024794944	1024791737	1024769505	1024762771	1024762105	1024751185
1024794950	1024791741	1024769507	1024762811	1024762122	1024750897
1024794961	1024791742	1024769490	1024762247	1024762509	1024751621
1024794965	1024791751	1024769494	1024762249	1024762888	1024751179
1024795007	1024791752	1024769500	1024762251	1024762880	1024751183
1024794921	1024791755	1024769502	1024762257	1024762066	1024762511
1024794943	1024791759	1024769510	1024762233	1024762054	1024751187
1024794948	1024791760	1024769511	1024762235	1024762057	1024751195
1024794955	1024751230	1024769512	1024762240	1024762319	1024762521
1024794974	1024751239	1024769492	1024762242	1024750889	1067977952
1024794975	1024751252	1024769508	1024762243	1024750887	1067977950
1024794978	1024751256	1024776867	1024762250	1024762515	1067927572
1024794992	1024751261	1024776932	1024762252	1024762520	1067927583
1024794997	1024751285	1024776934	1024762256	1024762318	1067977591
1024795005	1024751259	1024776935	1024762763	1024762316	1067977593
1024794986	1024791730	1024776936	1024762766	1024762518	1067977949
1024794987	1024791744	1024776852	1024762772	1024762517	1067977958
1024795004	1024791746	1024776849	1024762776	1024762523	1067977934
1024783436	1024791754	1024776871	1024762790	1024762512	1067977588
1024783437	1024791757	1024776907	1024762799	1024762513	1067927574
1024794934	1024751262	1024776906	1024762802	1024762317	1067927584
1024794991	1024791738	1024763512	1024762809	1024794619	1067927590
1024783403	1024791747	1024784553	1024762812	1024794610	1067927592
1024783435	1024791756	1024763286	1024762826	1024794640	1067926041
1024794927	1024751235	1024789797	1024762828	1024794639	1067926045
1024794946	1024751232	1024764136	1024762829	1024794618	1067925856
1024794951	1024751237	1024764122	1024762830	1024750565	1067925862
1024794957	1024791743	1024763514	1024762831	1024762320	1067925864
1024794959	1024791740	1024780307	1024762832	1024762321	1067925858
1024794983	1024791748	1024780309	1024762844	1024794626	1067925860
1024795003	1024791750	1024762593	1024762818	1024750563	1067925861
1024794923	1024791762	1024762597	1024762838	1024750564	1067925863
1024794945	1024751231	1024762601	1024762840	1024750566	1067925866
1024794960	1024751236	1024762602	1024762841	1024762315	1067926305
1024794981	1024751245	1024762333	1024762843	1024750806	1067926308
1024794985	1024751246	1024762346	1024762762	1024750802	1067926310
1024794993	1024751260	1024762336	1024762789	1024750805	1067926115
1024795009	1024751263	1024762337	1024762798	1024750812	1067926116

1024794942	1024751265	1024762344	1024762774	1024750799	1067926307
1024794988	1024791745	1024762274	1024762833	1024762522	1067926309
1024790449	1024794617	1024761614	1024762238	1024750891	1067926312
1024790554	1024794637	1024761642	1024762248	1024750892	1067926317
1024783366	1024794603	1024761987	1024762236	1024750894	1067926037
1024783363	1024794624	1024762335	1024762241	1024750898	1067930775
1024790555	1024794634	1024762339	1024762244	1024750809	1067927962
1024790556	1024794607	1024762268	1024762255	1024750798	1067927963
1024790545	1024794609	1024762276	1024762794	1024750803	1067927924
1024790553	1024794623	1024762291	1024762801	1024762137	1067927925
1024783365	1024794601	1024762292	1024762810	1024762127	1067927923
1024794726	1024794612	1024762266	1024762808	1024762058	1067927952
1024794736	1024794628	1024762270	1024762875	1024762097	1067927928
1024794753	1024794604	1024762275	1024762782	1024762135	1067928022
1024794709	1024794605	1024762293	1024762837	1024762059	1067927954
1024794711	1024794606	1024762358	1024751776	1024762108	1067927573
1024794745	1024794608	1024762366	1024762234	1024762116	1067927580
1024794750	1024794611	1024762369	1024762237	1024762126	1067927575
1024794704	1024794613	1024761754	1024762253	1024762102	1067927589
1024794712	1024794614	1024761826	1024763225	1024762112	1067927907
1024794723	1024794615	1024761832	1024762760	1024762136	1067927929
1024794731	1024794616	1024761835	1024762765	1024762109	1067927926
1024794732	1024794620	1024761829	1024762780	1024762119	1067927937
1024794692	1024794621	1024761825	1024762784	1024762146	1067927961
1024794693	1024794622	1024762271	1024762786	1024761498	1015743094
1024794740	1024794625	1024762267	1024762787	1024761485	1015743253
1024794744	1024794627	1024762273	1024762804	1024761500	1015749675
1024790547	1024794629	1024762272	1024762805	1024761502	1015749673
1024790551	1024794631	1024761824	1024762814	1024761503	1015750632
1024783400	1024794632	1024761823	1024762847	1024761497	1015750627
1024793553	1024794633	1024761830	1024762778	1024761486	1015750630
1024793561	1024794635	1024761831	1024762777	1024761492	1015750631
1024793562	1024794638	1024761827	1024762785	1024761490	1015754053
1024793567	1024751257	1024762595	1024762817	1024762994	1015754054
1024793552	1024751229	1024762600	1024762764	1024762982	1015750635
1024793555	1024751233	1024762594	1024762779	1024763039	1015743257
1024793559	1024751247	1024762599	1024762806	1024762304	

Grant funds will include telecommunication Construction costs for middle-mile and last-mile infrastructure. Grant funds will also cover costs of items such as: Design/Engineering cost for planning of the network, Construction Management/Oversight costs for FTTP/FWA network connections, Contingency costs for FTTP/FWA network connections, and Equipment/Material/Labor costs for supplies. Matching funds will cover all remaining costs.

Specifically, Grant funds will include costs associated with the project as follows:

“Design/Engineering”- costs associated with permitting, crossings, and post-award design and implementation.

“Construction”- costs associated with laying fiber in conduit, burying drops to served locations, and installation of necessary external equipment.

“Construction Management/Oversight”- costs associated with the construction management for the middle mile ring and last-mile FTTP/FWA networks to connect un/underserved homes.

“Contingency”- costs associated with the contingency for the middle mile ring and last-mile FTTP/FWA networks to connect un/underserved homes.

“Equipment/Materials/Labor”- costs associated with the purchase and installation of bondable items such as:

Item	Quantity
Middle Mile Ring fiber optical cable (288-count) in underground 2" conduit including fiber mgmt enclosures (feet)	52,773
FTTP/FWA last mile fiber optic cable and conduit including fiber management enclosures (feet)	248,660
FWA Base-station Equipment including installation	15
Network termination equipment for FTTP Including drop and installation	256
Network termination equipment for FWA including installation	617

This project will benefit the public by providing broadband internet service. Through this connectivity, residents stand to benefit through access to remote work, remote learning, telehealth options, affordably priced internet service, and reliable emergency services. Having access to remote learning and work opens residents up to a wider scope of professional opportunities and decreases the need for them to relocate. Businesses in the county, including farms, will have the opportunity to improve their productivity, maintain uninterrupted daily operations, grow their online presence, reinforce their cybersecurity, and overall remain competitive in their respective industries. Providing state-of-the art, ubiquitous 5G FW services for first responders, precision agriculture, and countless other “smart” applications.

EXHIBIT B

DELIVERABLES OR MILESTONES

Within thirty (30) days of the execution of the Agreement, the Grantee will provide a detailed timeline of projected deliverables, which must be approved by Grantor. The timeline and any subsequent revisions shall be incorporated by reference into this Agreement. The timeline will be submitted in conjunction with the initial Periodic Performance Report (PPR). The timeline will be used to measure performance throughout the life of the Award and will be updated and reported on each PPR reporting due date.

1. **Administer the project.** Grantee will match the State's Connect Illinois investment to cover the remaining eligible expenditures in the project.
2. **Acquire, construct, install broadband infrastructure and provide access to broadband service** to all passings in the location as outlined in Exhibit A at service levels stated in Exhibit A, and with capability to scale to speeds of at least 100 megabits per second download and 100 megabits per second upload (100/100 Mbps). In addition, these passings will be:
 - a. served under the conditions and subject to pricing stated in the grant application
 - b. not denied last-mile network connectivity and/or service
 - c. served within a reasonable time period (typically, within 10 business days of request)
3. **Reporting & reimbursement:** Grantee will file required reports using form(s) provided by Illinois Office of Broadband. As part of this reporting, Grantee will send any requested mapping data updates to the state broadband mapping contractor, copying the Illinois Office of Broadband on the submission.

Schedule for reports is included in Section 40.3.

The Grantee must provide Project-level data for the following measures:

- Project technology type(s) (Planned/Actual)
 - o Fiber
 - o Coaxial Cable
 - o Terrestrial Fixed Wireless
 - o Other (specify)
- Total miles of fiber deployed (Planned/Actual)
- Total number of locations served (Planned/Actual)
 - o Total number of locations served, broken out by speeds:
 - o Total number of funded locations served, broken out by type (Planned/Actual):
 - Residential
 - Total Housing Units
 - Business
 - Community anchor institution
- Speed tiers offered and corresponding non-promotional prices, including associated fees, for each speed tier of broadband service.
- Confirmation that the provider is participating in the FCC's Affordable Connectivity Program (ACP) (Actual) [Applies only for States and territories]

For each location served by a Project, Grantee must submit:

- Latitude/longitude at the structure where service will be installed
- Technology used to offer service at the location

- Location Type
 - o Residential
 - If Residential, Number of Housing Units
 - o Business
 - o Community anchor institution
- Speed tier at the location pre-investment
 - o Below 25/3 Mbps
 - o 25/3 Mbps or greater but less than 100/20 Mbps
- Speed and latency at the location post-investment
 - o Maximum download speed offered
 - o Maximum download speed delivered
 - o Maximum upload speed offered.
 - o Maximum upload speed delivered
 - o Latency
- Standardized FCC Identifiers
 - o Fabric ID # (Broadband Serviceable Fabric Locations)
 - o FCC Issued Provider ID#

Project summary: Submit a project summary to the Illinois Office of Broadband detailing the work completed, with the final payment request for the period.

Final close-out report: Due 30 days after conclusion of grant contract period or conclusion of the project, whichever comes first. The final report will include sending an as-built map of the completed project area to the Illinois Office of Broadband mapping contractor, and a timeline for the implementation of a post-project survey of customers who are using the services provided via the grant project. The Illinois Office of Broadband will provide the final close-out report form to the Grantee to complete prior to the close-out visit/call, and will supply the post-project survey instrument.

4. **Keep financial records,** including properly executed contracts, invoices, receipts, vouchers, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures made pursuant to this Grant Agreement. Accounting methods must be in accordance with generally accepted accounting principles.
5. **Complete the project** in accordance with the approved budget within the time frame specified in this Grant Agreement.
6. **Promptly notify the Illinois Office of Broadband of any proposed material change** to the scope of the project, budget or completion date, which must be approved by the Illinois Office of Broadband, prior to implementation. A material change is defined as work not indicated in the budget and may result in the need for a contract amendment.
7. **Have on file the necessary documentation,** including payroll records, to show that all project funds have been used for the items stated in the application.
8. **Adhere to all other requirements in this Grant Agreement.**

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

Name: Matt Kellogg
Title: Kendall County Board Chairman
Address: 504 S. Main Street
Yorkville, IL 60560-5403

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Jaclyn Franke
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 111-222-3333
TTY#: (800) 785-6055
Email: jaclyn.franke@illinois.gov
Address:

GRANTEE CONTACT

Name: Christina Burns
Title: County Administrator
Address: 504 S. Main Street
Yorkville, IL 60560-5403
Phone: 630-553-4142
TTY#: N/A
Email: cburns@kendallcountyil.gov
Address:

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: Jennifer Breault
Authorized Designee Title: Finance and Budget Analyst
Authorized Designee Phone: 630-553-5500
Authorized Designee Email: jebreault@kendallcountyil.gov

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: Christina Burns
Authorized Designee Title: County Administrator
Authorized Designee Phone: 630-553-4142
Authorized Designee Email: cburns@kendallcountyil.gov

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Mofopefoluwa Oloyede
Email: mofopefoluwa.loyede@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Within thirty (30) days of the execution of the Agreement, the Grantee will incorporate project specific performance measures within the corresponding section of the Periodic Performance Report (PPR). The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables listed in the timeline submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of the Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

Specific Conditions:

The result of the Grantee's Internal Control Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.302:

ICQ Section:	05- Audit (2 CFR 200.500)
Conditions:	Requires desk review of the status of implementation of corrective actions;
Timeframe:	When corrective action is complete.

Programmatic Risk Assessment (PRA)

PRA Section:	03 – Audit and Monitoring Finding:
Conditions:	Requires training on common State audit standards;
Timeframe:	One year;

PRA Section:	04- Ability to Effectively Implement Requirements:
Conditions:	Requires staff training on State requirements;
Timeframe:	Six months;

PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
 - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;
 - (iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and
 - (iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated

with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and D**).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A, B and D**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.4. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 et seq.) and Personal Information Protection Act (815 ILCS 530/1 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) Personal Information Defined. As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) Protection of Personal Information. The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) Security Assurances. Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

July 2025

- Quarterly Periodic Financial Report (07/15/2025) - Covering Period of 01/01/2025 - 06/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/15/2025) - Covering Period of 01/01/2025 - 06/30/2025; Send To: Grant Manager

October 2025

- Quarterly Periodic Financial Report (10/15/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/15/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager

January 2026

- Quarterly Periodic Financial Report (01/15/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/15/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

April 2026

- Quarterly Periodic Financial Report (04/15/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/15/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager

July 2026

- Quarterly Periodic Financial Report (07/15/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/15/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager

October 2026

- Quarterly Periodic Financial Report (10/15/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/15/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager

January 2027

- Quarterly Periodic Financial Report (01/15/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/15/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager

February 2027

- End of grant Closeout Financial Report (02/15/2027) - Covering Period of 01/01/2025 - 12/31/2026; Send To: Grant Manager
- End of grant Closeout Performance Report (02/15/2027) - Covering Period of 01/01/2025 - 12/31/2026; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. Bond Funded Awards. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines. Grantee is required to comply with, and is subject to, all requirements and all other related rules and guidance issued by Grantor, including, but not limited to the following:

(a) Recordkeeping Requirements.

(i) The Grantee is required to maintain, until December 31, 2031, adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to this Award. 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. Grantee is responsible for ensuring all contractors and subrecipients, if applicable, adhere to these records retention requirements.

(ii) Grantee agrees to provide or make available all records related to this Award to Grantor upon request, and to any authorized oversight body.

(b) Civil Rights Law Compliance.

In addition to the other non-discrimination and Civil Rights law compliance required in this Agreement, Grantee also certifies it is in full compliance with the terms and provisions of all legal requirements of the Treasury relating to non-discrimination and non-discriminatory use of federal funds. These requirements

include ensuring that Grantee does 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 (42 USC 2000d-1 et seq.) and the Treasury's implementing regulations, 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.) and the Treasury's implementing regulations, 31 CFR Part 28; and the Age Discrimination Act of 1975 (42 USC 6101 et seq.) and the Treasury's implementing regulations at 31 CFR Part 23.

(c) Labor.

A Grantee may provide a certification that, for the relevant Project, all laborers and mechanics employed by contractors and subcontractors in the performance of such Project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a Grantee must provide a project employment and local impact report detailing:

- The number of contractors and sub-contractors working on the Project;
- The number of employees on the Project hired directly and hired through a third party;
- The wages and benefits of workers on the Project by classification; and
- Whether those wages are at rates less than those prevailing.

Recipients must maintain sufficient records to substantiate this information upon request.

(d) Reporting Requirements.

In addition to the reporting requirements set forth in this Agreement, Grantee shall submit obligation and expenditure data and performance indicators and project data as required by this section, in a format requested by Grantor.

- i) Quarterly Reporting. Grantee is required to report the following information with its quarterly report:

The Grantee must provide Project-level data for the following measures:

- Project technology type(s) (Planned/Actual)
 - o Fiber
 - o Coaxial Cable
 - o Terrestrial Fixed Wireless
 - o Other (specify)
- Total miles of fiber deployed (Planned/Actual)
- Total number of locations served (Planned/Actual)
 - o Total number of locations served, broken out by speeds:
 - Pre-Investment:
 - Number receiving less than 25/3 Mbps
 - Number receiving 25/3 Mbps or greater but less than 100/20 Mbps
 - Post-Investment (Planned/Actual):
 - Number receiving minimum 100/100 Mbps

- Number receiving minimum 100/20 Mbps and scalable to 100/100 Mbps
- o Total number of funded locations served, broken out by type (Planned/Actual):
 - Residential
 - Total Housing Units
 - Business
 - Community anchor institution
 - Speed tiers offered and corresponding non-promotional prices, including associated fees, for each speed tier of broadband service.
 - Confirmation that the provider is participating in the FCC's Affordable Connectivity

For each location served by a Project, Grantee submit:

- Latitude/longitude at the structure where service will be installed
- Technology used to offer service at the location
- Location Type
 - o Residential
 - If Residential, Number of Housing Units
 - o Business
 - o Community anchor institution
- Speed tier at the location pre-investment
 - o Below 25/3 Mbps
 - o 25/3 Mbps or greater but less than 100/20 Mbps
- Speed and latency at the location post-investment
 - o Maximum download speed offered
 - o Maximum download speed delivered
 - o Maximum upload speed offered.
 - o Maximum upload speed delivered
 - o Latency
- Standardized FCC Identifiers
 - o Fabric ID # (Broadband Serviceable Fabric Locations)
 - o FCC Issued Provider ID#

37.2. Compensation To The Grantee.

(a) Method of Compensation. The method of compensation shall be in accordance with the applicable State laws relative to such compensation by which the Grantor is governed. Grantee shall comply with direction issued by the Grantor as to procedures to be followed when requesting disbursement of Grant Funds. All payment requests submitted by the Grantee shall be reviewed by the Grantor to ensure that such requests are:

- (i) in accordance with the approved Award Budget;
- (ii) in accordance with the provisions of this Agreement and any special terms and conditions of approved funding requests. Any expenditure of Grant Funds which does not comply with these provisions will be subject to the enforcement remedies at 2 CFR 200.338.

(b) Grantor Review of Expenditures. When making a request for funding, the Grantee shall provide Grantor support documentation evidencing that the costs are allowable, necessary and reasonable in accordance with this Agreement and all applicable laws and regulations. Grantor will review such documentation prior to approving Grantee's requests for funds. However, the Grantee acknowledges that, because the Grantor's initial determination will be based solely on the Grantee's documentation and self-declarations and/or attestations, the Grantor's initial

determination shall not be considered a final acceptance or approval of the Award costs. Permissibility of all Award costs are subject to subsequent on-site monitoring reviews and/or audits of the Grantee's books and records as well as corresponding source documentation, including, but not limited to, detailed invoices received from and checks paid to external vendors for services provided during the course of the Award Term.

37.3. Funding Terms and Restrictions.

- (i) **Reimbursement Limitation.** The Grantee cannot be reimbursed for costs incurred in excess of the total approved Grant Budget. The Grantee may be reimbursed for costs exceeding amounts budgeted by specific cost categories only in accordance with provisions of Articles VI, XXXI and XXXIV.
- (ii) **Budget Modifications.** The Grantee should obtain approval prior to incurring expenditures which necessitate a change in the approved Grant Budget, unless permitted as a discretionary line item transfer pursuant to paragraphs 6.3 and 31.1 herein. The Grantor reserves the right to withhold funds for such expenditures until a revised Budget has been submitted by the Grantee and approved by the Grantor.
- (iii) **Overpayment.** In addition to the return of unspent Grant Funds at the end of the expiration of this Agreement pursuant to paragraph 4.2 herein, the Grantee agrees to repay the Grantor for any funds that are determined by the Grantor to have been spent improperly in accordance with applicable regulations or rules.
- (iv) **Supportive Services & Participant Support Costs.** If Grantor approves of Supportive Services as part of Grantee's Budget, costs must meet the basic considerations at 2 CFR 200.402 – 200.411.

37.4. Travel Regulations. Costs in accordance with 2 CFR 200.474 and the latest State of Illinois Travel Regulations or such reasonable travel policies approved and adopted by the Grantee are allowable for expenses for transportation, lodging, subsistence, and related items incurred by Grantee's employees who are in travel status on official business necessary to the grant program. If State of Illinois Travel Regulations are not followed by the Grantee, the Grantee must have on file its approved travel policy for reference by the Grantor, the Comptroller of the State of Illinois, Comptroller General of the United States, or any of their duly authorized representatives. Provided, however, that travel expenses which exceed limitations established by federal statute or regulation (including OMB circulars, etc.) applicable to this Agreement are not allowable costs under this Agreement. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the Grantee's written policies and procedures. See also 30 ILCS 708/30.

37.5. Reports Required. The Grantee shall submit programmatic and expenditure reports as required pursuant to written direction issued by the Grantor to the Grantee in Exhibit B.

37.6. Monitoring And Evaluation. Grantor will periodically monitor and evaluate programmatic activities and the financial records pursuant to this Agreement. The Grantee will be monitored for compliance with all applicable federal and State laws, regulations, and rules, and Grantor policies applicable to this Agreement. The Grantee's performance will be assessed to gauge its impact upon the target population and for the effective and efficient utilization of the funds.

37.7. Equipment and Property Management. The Grantee may not purchase nonexpendable personal property items exceeding \$5,000 without the Grantor's prior written approval. 2 CFR 200.439.

37.8. Managing Subawards and Subrecipients.

- (a) **Monitoring.** The Grantee is responsible for the monitoring of any approved subrecipient, ensuring that the terms and conditions of this Agreement are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this Award. 2 CFR 200.101(b)(1); 2 CFR 200.331. See also paragraph 17.2, herein.

(b) **Agreements.** Pursuant to paragraph 17.1 herein, Prior Approval by Grantor is required for all subcontracts and subawards entered into by Grantee related to this Award. The Grantee shall provide the Grantor with copies of all subaward and contractual agreements between the Grantee and all subrecipients and contractors related to the performance of this Award. Grantee shall provide these agreements to the Grantor prior to receiving its first funding disbursement. If Grantee enters into any subaward or contractual agreement(s) related to this Award during the Award Term, Grantee shall provide to Grantor such agreements within five (5) calendar days of full execution of the agreement(s).

37.9. **Procurement.** The Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.326 when purchasing goods and services using Grant Funds. Grantee shall ensure compliance with 2 CFR 200.322, if applicable, and must ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.326. In addition, Grantee must follow the procurement requirements at 2 CFR 200.319, which calls for free and open competition. Effective October 1, 2018, pursuant to Office of Management and Budget Memorandum M-18-18, dated June 20, 2018, the federal financial assistance awards threshold for micro-purchases increased to \$10,000 and the threshold for simplified acquisitions increased to \$250,000.

37.10. **Assurances.** The Grantee hereby assures and certifies that no part of the payments to be made by the Grantor to the Grantee under this Agreement are available to the Grantee under the terms of any other federal, State or local government grant or subsidy existing as of the date of this Agreement.

37.11. **Use of Real Property.** Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.12. **Projects Requiring External Sign-offs.**

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____ Illinois State Historic Preservation Office	_____	_____
_____ Illinois Dept. of Agriculture	_____	_____
X _____ Illinois Dept. of Natural Resources	_____	X _____
_____ Illinois Environmental Protection Agency	_____	_____
_____ NONE APPLICABLE	_____	_____

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or “authorization to construct” from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) External Sign-Off Provisions:

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**
- d.) If external sign-offs are indicated in this paragraph 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.13. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

37.14. Compliance with Illinois Works Jobs Program Act. Grantee acknowledges that it is required to comply with all applicable requirements of the Illinois Works Jobs Program Act (30 ILCS 559/20-1 *et seq.*) (the "Act") for Awards made for public works projects as defined in the Act.

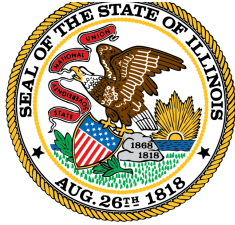
37.15. Compliance with Business Enterprise Program. Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.16. Compliance with the Employment of Illinois Workers on Public Works Act. In a period of excessive unemployment rates, Grantees (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State

funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.

**ARTICLE XXXVIII
BOND FUNDED GENERAL GRANT PROVISIONS**

38.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.



Illinois Department of Commerce & Economic Opportunity

Uniform Application for State Grant Assistance

Agency Completed Section

1. Type of Submission ☐ Pre-Application
☒ Application
☐ Changed / Corrected Application
2. Type of Application ☒ New
☐ Continuation (i.e. multiple year grant)
☐ Revision (modification to initial application)

3. Date/Time Received By State (Completed by State Agency upon Receipt of Application)

4. Name of Awarding State Agency

5. Catalog of State Financial Assistance (CSFA) Number

6. CSFA Title

Catalog of Federal Domestic Assistance (CFDA)

☐ Not Applicable (No federal funding)

7. CFDA Number

8. CFDA Title

9. CFDA Number

10. CFDA Title

Additional CFDA Number, if required

Additional CFDA Title, if required

Funding Opportunity Information

11. Funding Opportunity Number

12. Funding Opportunity Title

13. Competition Identification Number N/A

14. Competition Identification Title N/A

Applicant Completed Section

Applicant Information

15. Legal Name (Name used for DUNS registration and grantee pre-qualification) County of Kendall

16. Common Name (DBA)

17. Employer/Taxpayer identification number (EIN, TIN) 36-6006598

18. Organizational DUNS Number 361779440

19. SAM Cage Code 5D9D9

20. Business Address (Address 1) 111 West Fox Street, Yorkville, IL 60560
(Address 2)
(City), (State), (zip - 4)

Applicant's Organizational Unit

21. Department Name Administrative Services

22. Division Name Administration

Applicant's Name and Contact Information for Person to be Contacted for **Program** Matters involving this Application.

23. First Name Zach

24. Last Name Bachmann

25. Suffix

26. Title Chair of the Connect Kendall County Commission and County Board member

27. Organizational Affiliation County of Kendall

28. Telephone Number 630-636-8959

29. Fax Number

30. E-mail Address zbachmann@kendallcountyil.gov

Applicant's Name and Contact Information for Person to be Contacted for **Business/Administrative Office** Matters involving the Application.

31. First Name Christina

32. Last Name	Burns
33. Suffix	
34. Title	County Administrator
35. Organizational Affiliation	County of Kendall
36. Telephone Number	630-553-4121
37. Fax Number	
38. E-mail Address	cburns@kendallcountyil.gov

Areas Affected

39. Areas Affected by the Project (cities, counties, state-wide, add attachments e.g. maps)	Counties: Kendall County, Kane County Cities: Yorkville, Montgomery, Aurora, Oswego
40. Legislative and Congressional District of Applicant	14th Congressional District Dick Durbin Representative
41. Legislative and Congressional Districts or Program Project	Senate: 38, 42, and 49; House: 75, 83, 84, and 97

Applicant's Project

42. Description Title of Applicant's Project	Kendall County Broadband Project - Ring 1	
43. Proposed Project Term	Start Date	04/01/2024
	End Date	03/31/2026
44. Estimated Funding (Include all that apply)	☒ Amount Requested from the State	\$9,377,912.50
	☒ Applicant Contribution (e.g., in kind, matching)	\$7,672,837.50
	☐ Local Contribution	
	☐ Other Source of Contribution	
	☐ Program Income	
	Total Amount	

Applicant Certification:

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001)

(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. If a NOFO was not required for the award, the state agency will specify required assurances and certifications as an addendum to the application.

☒ I Agree

Authorized Representative

45. First Name

46. Last Name

47. Suffix

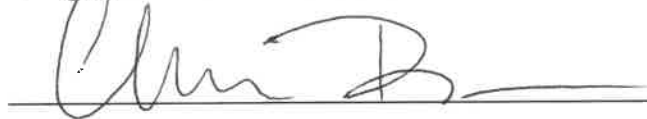
48. Title

49. Telephone Number

50. Fax Number

51. E-mail Address

52. Signature of Authorized Representative



53. Date Signed

12-18-23



Illinois Department of Commerce & Economic Opportunity

Uniform Application for State Grant Assistance

Agency Completed Section

1. Type of Submission ☐ Pre-Application
☒ Application
☐ Changed / Corrected Application
2. Type of Application ☒ New
☐ Continuation (i.e. multiple year grant)
☐ Revision (modification to initial application)

3. Date/Time Received By State (Completed by State Agency upon Receipt of Application)

4. Name of Awarding State Agency

5. Catalog of State Financial Assistance (CSFA) Number

6. CSFA Title

Catalog of Federal Domestic Assistance (CFDA)

☐ Not Applicable (No federal funding)

7. CFDA Number

8. CFDA Title

9. CFDA Number

10. CFDA Title

Additional CFDA Number, if required

Additional CFDA Title, if required

Funding Opportunity Information

11. Funding Opportunity Number

12. Funding Opportunity Title

13. Competition Identification Number

14. Competition Identification Title

Applicant Completed Section

Applicant Information

15. Legal Name (Name used for DUNS registration and grantee pre-qualification)

16. Common Name (DBA)

17. Employer/Taxpayer identification number (EIN, TIN)

18. Organizational DUNS Number

19. SAM Cage Code

20. Business Address (Address 1)
(Address 2)
(City), (State), (zip - 4)

Applicant's Organizational Unit

21. Department Name

22. Division Name

Applicant's Name and Contact Information for Person to be Contacted for **Program** Matters involving this Application.

23. First Name

24. Last Name

25. Suffix

26. Title

27. Organizational Affiliation

28. Telephone Number

29. Fax Number

30. E-mail Address

Applicant's Name and Contact Information for Person to be Contacted for **Business/Administrative Office** Matters involving the Application.

31. First Name

32. Last Name	Burns
33. Suffix	
34. Title	County Administrator
35. Organizational Affiliation	County of Kendall
36. Telephone Number	630-553-4121
37. Fax Number	
38. E-mail Address	cburns@kendallcountyil.gov

Areas Affected

39. Areas Affected by the Project (cities, counties, state-wide, add attachments e.g. maps)	Counties: Kendall County, DeKalb County, LaSalle County, Grundy County Cities: Lisbon, Millbrook, Millington, Newark, Yorkville
40. Legislative and Congressional District of Applicant	14th Congressional District Dick Durbin Representative
41. Legislative and Congressional Districts or Program Project	Senate: 38, 42, and 49; House: 75, 83, 84, and 97

Applicant's Project

42. Description Title of Applicant's Project	Kendall County Broadband Project - Ring 3	
43. Proposed Project Term	Start Date	04/01/2024
	End Date	03/31/2026
44. Estimated Funding (Include all that apply)	☒ Amount Requested from the State	\$9,416,440.00
	☒ Applicant Contribution (e.g., in kind, matching)	\$7,704,360.00
	☐ Local Contribution	
	☐ Other Source of Contribution	
	☐ Program Income	
	Total Amount	

Applicant Certification:

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001)

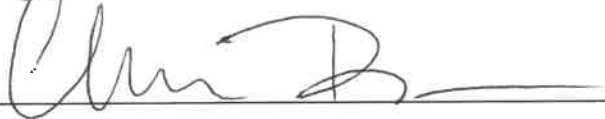
(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. If a NOFO was not required for the award, the state agency will specify required assurances and certifications as an addendum to the application.

☒ I Agree

Authorized Representative

45. First Name	Christina
46. Last Name	Burns
47. Suffix	
48. Title	County Administrator
49. Telephone Number	630-553-4121
50. Fax Number	630-553-4214
51. E-mail Address	cburns@kendallcountyil.gov

52. Signature of Authorized Representative



53. Date Signed

12-18-23

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS				
SUBMITTED TO: Fox Fiber				Page _____ of _____
TYPE OF REQUEST: () FINAL () PARTIAL			PARTIAL PAYMENT REQUEST NUMBER:	
RECIPIENT ORGANIZATION				
EMPLOYER IDENTIFICATION NUMBER:		RECIPIENT'S ACCOUNT NUMBER OR ID NUMBER:		
NAME: Fox Fiber				PERIOD COVERED BY THIS REQUEST
ADDRESS:				FROM: TO:
CITY/STATE/ZIP:				dd/mm/yyyy dd/mm/yyyy
STATUS OF FUNDS				
CLASSIFICATION	Current / Revised Budget Amount	This Pay Request	Previous Pay Requests	Total To Date
COST ITEMS				
a. Administrative Expenses				\$ -
b. Legal & Accounting Expenses				-
c. Rent				-
d. Financing Expenses				-
e. Logical Network Design				-
f. Physical Network Design				-
g. Professional Engineering Services				-
h. Engineering Additional Services				-
i. Owner's Representative / Inspection fee				-
j. Construction Work Orders				
1.				-
2.				-
3.				-
k. Construction Mgmt. / Management Fees				-
k. Network Equipment & Materials				
l. Equipment & materials Miscellaneous				-
m. Pivot Equipment Discount Recovery Payment				
n. Contingencies				-
TOTAL COSTS (sum of lines a-n)	\$ -	\$ -	\$ -	\$ -
FUNDING SOURCES				
o. Bonds				\$ -
p. State Grant				-
q. Other Funding Participants				
r. Revenues				-
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ -
s. Total Payments previously requested \$ -				
t. Current Request \$ -				
u. Estimated Percentage of Project Construction Completed				
CERTIFICATION: I certify that to the best of my knowledge and belief, the billed costs or disbursements are in accordance with the terms of the project and that the represents both the State Grant and Trustee share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.				
Recipient signature: _____			Date: _____	
Printed /Typed name: _____			Phone: _____	
Person certifying line t. & u.: _____			Date: _____	
Printed/Typed name: _____			Phone: _____	
RD Official: _____			Date: _____	
Printed/Typed name: _____			Phone: _____	

Exhibit F
Secured Project Assets

Exhibit G

Project Budget

Kendall County will implement the Project in multiple phases. Phase 1 is divided into three parts: A, B, and C.

The State budget for Phase 1A specifically covers two of the five ring components: “Kendall 1” and “Kendall 3.” Note that budgets for the rings for “Kendall 2,” “Kendall 4,” and “Kendall 5” will be allocated to future project phases and will be financed solely with proceeds of future bond issuances that require further approval by the County.

The Phase 1A budget is allocated from Grant Funds (\$15,000,000); and proceeds from the sale of bonds by the Corporation (\$30,090,000).¹ The table below shows the preliminary total sources and uses for Phase 1A:

Sources of Funds	
Par Amount of 2025A Bonds	\$31,000,000
State Grant	15,000,000
County Predevelopment Contribution	<u>1,500,000</u>
Total Sources of Funds	<u>\$47,500,000</u>
Uses of Funds	
Deposit to Project Construction Fund	
Construction Funded by 2025A Bonds	\$21,051,108 ²
Construction Funded by State Grant Funds	15,000,000 ³
Purchase of ACE, ISP (Plus added 1st Year Customers) ³	1,673,100
Operating Equipment & Software Licenses	150,000
Predevelopment Costs	1,500,000
Owner’s Representative	430,000
Deposit to Debt Service Reserve Fund	1,600,000
Capitalized Interest	4,495,000
Underwriter’s Discount	880,000
Other costs of issuance	<u>720,792</u>
Total Uses of Funds	<u>\$47,500,000</u>

¹ The principal amount of bonds is preliminary and based on projections of construction timing and need, and may be subject to change.

² Detailed on Page F-2.

³ Detailed on Page F-2.

Exhibit G

Total Project Costs Phase 1A

Grant Funds

Budget Expenditure Categories – Grant Funds	Kendall 1	Kendall 3	TOTAL
Design/Engineering	\$405,515.50	\$438,555.65	\$844,071.15
Building/Land Purchase	-	-	-
Equipment/Materials/Labor	\$1,465,815.77	\$2,518,728.92	\$3,984,544.69
Construction Management/Oversight	\$117,604.65	\$138,931.69	\$256,536.34
Construction	\$3,920,154.99	\$4,631,056.47	\$8,551,211.46
Other Construction Expenses	-	-	-
Contingency	\$590,909.09	\$772,727.27	\$1,363,636.36
Total Direct Costs	\$6,500,000.00	\$8,500,000.00	\$15,000,000.00

Bond Funds

Budget Expenditure Categories – Bond Funds	Kendall 1	Kendall 3	TOTAL
Design/Engineering	\$228,724.50	\$691,972.35	\$920,696.85
Building/Land Purchase	-	-	-
Equipment/Materials/Labor	\$3,041,951.00	\$3,552,866.08	\$6,594,817.08
Construction Management/Oversight	\$85,067.35	\$188,961.71	\$274,029.06
Construction	\$1,927,696.30	\$9,397,500.49	\$11,325,196.79
Other Construction Expenses	-	-	-
Contingency	\$654,252.85	\$1,282,115.37	\$1,936,368.22
Total Direct Costs/Non-State Funds	\$5,937,692.00	\$15,113,416.00	\$21,051,108.00

Exhibit H
Scope of Project

1. **Scope of Project.** While the “Service Area” means the geographic boundaries of the County, as may extend outside the County’s geographic boundaries if necessary to provide Service pursuant to the [Grant Agreement], the parties agree that funding is currently only available for Phase 1A as described below, and any further development of the Project beyond Phase 1A is dependent on the availability of funding, and the Company does not have any obligation to obtain that funding. Construction may occur in different areas parallel in time.

a. Phase 1A.

(i) **Neighborhoods.** Phase 1A consists of the locations described below which are shown with their related estimated costs and build times plus Ring 1 and Ring 3 as described below plus, at the election of the Company, customers that can be economically reached by fixed wireless as a result of the construction of the assets in Phase One. The estimated build times, estimated number of personnel in a crew, estimated number of homes passed by a crew in a single day and therefore the estimated number of crews and days it will take to complete each section are listed for each segment.

The definition of a “crew” is 3-4 person working a standard 8 hour day.

For dense areas the estimated cost per home passed is shown as \$1,500. This defines a lot size of 40-60 feet. 1 crew passing 12 homes per day.

For medium density estimated cost per home passed is shown as \$2,500. This defines a lot size of 300 feet. 1 crew passing 10 homes per day.

For light density estimated cost per home passed is shown as \$3,000. This defines a lot size of 1,000 feet. 1 crew passing 5 homes per day.

For lighter density than 1,000 foot lots, we are planning fixed wireless in phase one.

For middle mile sections, the assumption is that each crew can average .3 miles per day depending upon variables such as terrain, weather, traffic control needs, number of splice points and soil conditions

The availability of crews determines the time to completion of phase 1. All “Days to Build” estimates include contingency time.

(ii) Phase One Rings.

Ring 1 and Ring 3 construction to start immediately. Ring one will begin in south central Kane County where Ring 1 will connect to the Kane County mid mile as depicted below in the Diagram of Ring 1 and Diagram of Ring 3:

i. **Ring 1 and Communities.** From the starting point of the Kane County mid mile connection, the Company will begin the construction on Ring 1 across Rt 30 to the east and west. Directly to the south of the Kane County mid mile connection is the village of Montgomery. Building in Montgomery may begin after other areas in order or prioritize the availability of crews to other areas. Montgomery is a densely built development with some 4,279 homes, which represent a starting point for bond revenues, the area and statistics are illustrated in the Diagram of Ring 1 below:

The second build area is a spur from Ring 1 to the Village of Plano. Building in Plano may begin after other areas in order to prioritize the availability of crews to other areas. Plano is a manufacturing town and the largest manufacturer is the Plano Molding Company the maker of tackle boxes and other plastic storage containers.

Built in parallel with the neighborhoods, towns and villages are the middle mile rings as depicted below:

ii. **Ring 3 and Communities.** Ring 3 passes several small communities which include Millbrook, Millington, a small neighborhood in LaSalle County, Newark, Lisbon and Plattville and finishing the ring are subdivisions at Yorkville. The Company intends to build these locations which are dense in phase 1 with fiber, and the remaining areas will be served via fixed wireless:

Ring 3 first passes the western side of the ring nearest LaSalle County. The locations to be served include Millbrook and surrounding developments which lend themselves to fiber and are unserved/underserved:

South and West of Millbrook is the Village of Millington and a small area in LaSalle County that the Company can build in phase 1 that covers more unserved/underserved addresses:

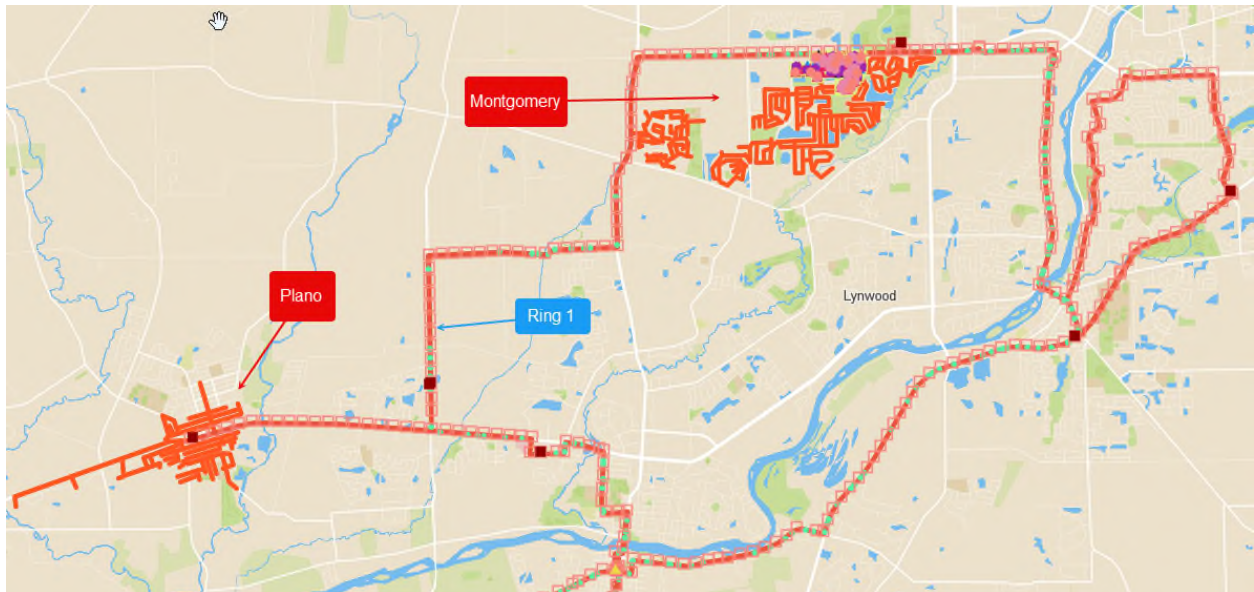
As Ring 3 progresses south bisects the Village of Newark. Newark is a mix of unserved and underserved and represents a dense area for fiber:

Lisbon to the south of Newark is currently served by fixed wireless and the plan for phase 1 is to connect the fixed wireless towers with fiber which will bring the coverage to 100/20 speeds.

From Lisbon Ring 3 runs north and a spur will cover the town of Plattville which is unserved/underserved and is unremarkable from a fiber build perspective except that the location also provides a foray into the next build phase sequences in the south eastern parts of Kendall County.

The final section for phase one are the close in southern and western neighborhoods near Yorkville. These neighborhoods are a mix of unserved/underserved and served.

Diagram of Ring 1

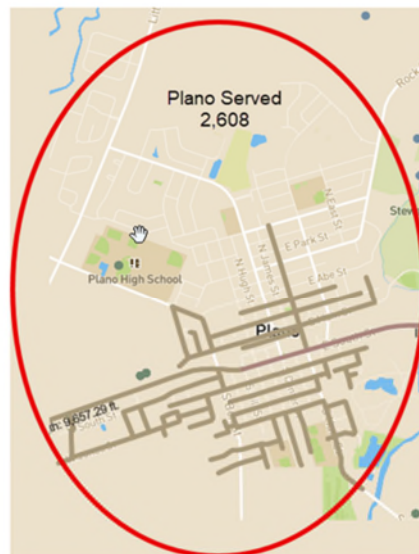


1 Montgomery



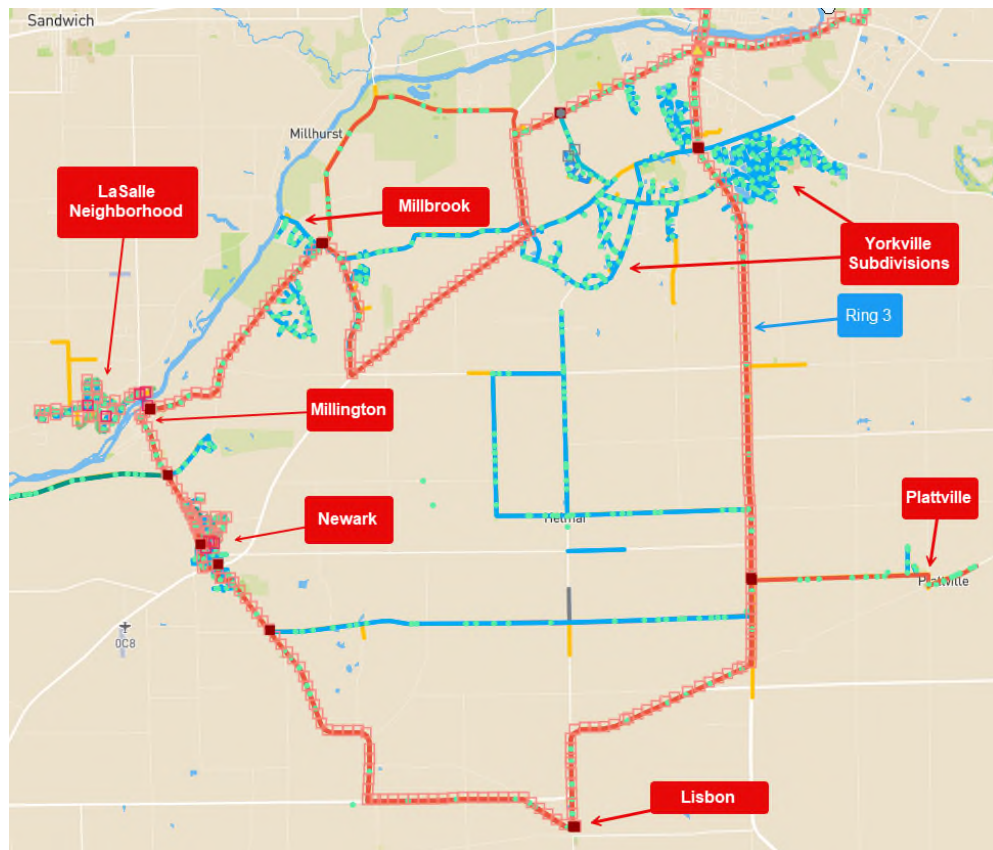
Montgomery		Served /				Monthly	Annual	Cost per	Construct.	#	Days to
Build Order	TAM	Un-Under	Uptake	Subscribers	Price	Revenue	Revenue	Mile	Cost	Crews	Build
1	4,279	Served	30%	1,284	\$60	\$77,022	\$924,264	\$1,500	\$6,418,500	5	72

2 Plano



Plano		Served /				Monthly	Annual	Cost per	Construct.	#	Days to
Build Order	TAM	Un-Under	Uptake	Subscribers	Price	Revenue	Revenue	Mile	Cost	Crews	Build
2	2,608	Served	30%	782	\$60	\$46,944	\$563,328	\$1,500	\$3,912,000	3	72

Diagram of Ring 3



8 Northern Ring 3



Northern R		Served /		Uptake	Subscribers	Price	Monthly Revenue	Annual Revenue	Cost per Mile	Construct. Cost	# Crews	Days to Build
Build Order	TAM	Un-Under	Served									
8	1,886	Served	60%		1,132	\$60	\$67,896	\$814,752	\$1,500	\$2,829,000	3	60
	143	Un-Under	30%		43	\$60	\$2,574	\$30,888	\$2,500	\$357,500	1	20

4 Newark



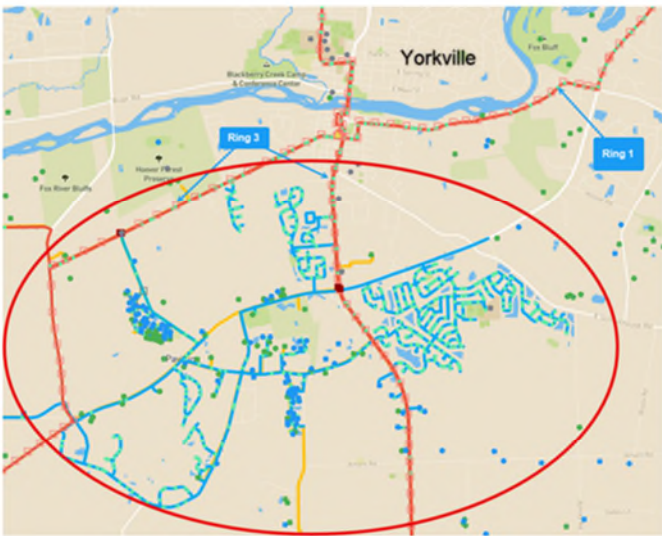
Newark		Served /				Monthly	Annual	Cost per	Construct.	#	Days to
Build Order	TAM	Un-Under	Uptake	Subscribers	Price	Revenue	Revenue	Mile	Cost	Crews	Build
4	413	Un-Under	60%	248	\$60	\$14,868	\$178,416	\$1,500	\$619,500	1	35

Western Ring 3



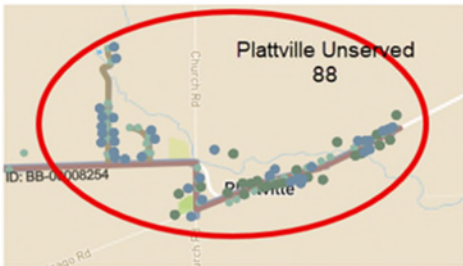
Western Ring 3		Served /				Monthly	Annual	Cost per	Construct.	#	Days to
Build Order	TAM	Un-Under	Uptake	Subscribers	Price	Revenue	Revenue	Mile	Cost	Crews	Build
6	383	Un-Under	60%	230	\$60	\$13,788	\$165,456	\$2,500	\$957,500		

8 Northern Ring 3



Northern R		Served /		Uptake	Subscribers	Price	Monthly Revenue	Annual Revenue	Cost per Mile	Construct. Cost	# Crews	Days to Build
Build Order	TAM	Un-Under	Served									
8	1,886	Served	60%		1,132	\$60	\$67,896	\$814,752	\$1,500	\$2,829,000	3	60
	143	Un-Under	30%		43	\$60	\$2,574	\$30,888	\$2,500	\$357,500	1	20

5 Plattville



Plattville		Served /		Uptake	Subscribers	Price	Monthly Revenue	Annual Revenue	Cost per Mile	Construct. Cost	# Crews	Days to Build
Build Order	TAM	Un-Under	Served									
5	88	Un-Under	60%		53	\$60	\$3,168	\$38,016	\$1,500	\$132,000	1	10

2. Community Anchor Institutions. The Community Anchor Institutions are [see separate Excel file.]

3. The Underserved Locations and Unserved Locations are: [see separate file.]

Community Anchor Institutions

OBJECTID	Name	Type	Address	City	latitude	longitude	Project	Connectivity Offered
1	Lisbon Village Hall	City	104 N Canal St	Newark	41.4799934	-88.4824808	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
2	Newark Village Hall	City	101 Lions Ave	Newark	41.5387993	-88.58378	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
3	Oswego Public Works Department	City	100 Theodore Dr	Oswego	41.6762687	-88.3400162	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
4	Oswego Village Hall	City	100 Parkers Mill	Oswego	41.6859856	-88.3580513	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
5	Plano City Hall	City	17 E Main St	Plano	41.6630452	-88.5365885	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
21	Lisbon-Seward FPD Station 2	Fire	6410 Chicago Rd	Yorkville	41.5336706	-88.374253	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
93	Kendall Township Building	Township	9925 Route 47	Yorkville	41.5759287	-88.4357786	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
89	Yorkville Middle	School	920 Prairie Crossing Drive	Yorkville	41.6171198	-88.4220081	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
13	Highway Department	County	6780 Route 47	Yorkville	41.6218046	-88.4476475	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
16	Bristol Kendall FPD Station 1	Fire	103 E Beaver St	Yorkville	41.6313076	-88.4481491	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
31	Hoover Forest Preserve - Meadowhawk Lodge	Forest Preserve	11285 W Fox Rd	Yorkville	41.6336826	-88.4759297	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
88	Yorkville Intermediate	School	103 Schoolhouse Road	Yorkville	41.6347907	-88.4461274	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
30	Hoover Forest Preserve - Education Center	Forest Preserve	11285 W Fox Rd	Yorkville	41.6352322	-88.4777536	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
58	Circle Center Grade	School	901 Mill Street	Yorkville	41.6357773	-88.4448313	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
10	County Office Building	County	111 W Fox Street	Yorkville	41.6394207	-88.4483856	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
14	Historic Courthouse	County	110 W Madison St	Yorkville	41.640367	-88.4481017	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
48	Yorkville Bristol Sanitary	Sanitary	304 River St	Yorkville	41.6450548	-88.4492769	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
85	Yorkville Grade	School	201 W. Somonauk Street	Yorkville	41.6493898	-88.4493236	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
19	Joliet Fire Department Staion 10	Fire	1599 John D. Paige Dr	Joliet	41.5490868	-88.2789049	Kendall 3	100 Mbps Fixed Wireless Access
20	Lisbon -Seward FPD Station 1	Fire	104 S Canal St	Newark	41.6597923	-88.5029633	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
7	Yorkville Public Works Department	City	610 Tower Ln	Yorkville	41.6498735	-88.4467359	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
22	Little Rock-Fox FPD Station 1	Fire	5 E North St	Plano	41.6639458	-88.5370161	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
23	Little Rock-Fox FPD Station 2	Fire	31 Hudson St	Millbrook	41.5992276	-88.5537299	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
24	Little Rock-Fox FPD Station 3	Fire	300 Mitchell Dr	Plano	41.6597923	-88.5029633	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
25	Newark Fire Department	Fire	101 E Main St	Newark	41.5373226	-88.5819255	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
26	Oswego FPD Station 1	Fire	3511 Wooley Rd	Oswego	41.6724478	-88.3280849	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
27	Oswego FPD Station 2	Fire	2200 Wiesbrook Dr	Oswego	41.7160864	-88.3124734	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
28	Oswego FPD Station 3	Fire	2200 Galena Rd	Montgomery	41.7123948	-88.3751815	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
29	Oswego FPD Station 4	Fire	27100 W 127th St	Plainfield	41.6508852	-88.2781515	Kendall 1	100 Mbps Fixed Wireless Access
87	Yorkville High School Academy	School	702 Game Farm Road	Yorkville	41.6505563	-88.4501628	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
46	Yorkville Police Department	Police	800 Game Farm Rd	Yorkville	41.6516325	-88.4505867	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
32	CB Phillips Library	Library	6 N Jackson St	Newark	41.5375854	-88.5819794	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
33	Oswego Library 1	Library	32 W Jefferson St	Oswego	41.6851694	-88.3508458	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
34	Oswego Library 2	Library	1111 Reading Dr	Montgomery	41.7207291	-88.29558	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
35	Plano Library	Library	15 W North St	Plano	41.6631222	-88.538138	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
86	Yorkville High	School	797 Game Farm Road	Yorkville	41.6518921	-88.4530114	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
37	Boulder Point	Park District	0 Boulder Hill Pass	Montgomery	41.7161089	-88.346807	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
38	Civic Center	Park District	5 Ashlawn Av	Montgomery	41.7031451	-88.3450382	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
39	Fox Bend Golf Course	Park District	3516 Route 34	Oswego	41.6927535	-88.3288512	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
40	Little White School Museum	Park District	72 Polk St	Oswego	41.6825982	-88.3487979	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
41	Prairie Point Center	Park District	313 E Washington St	Oswego	41.6756936	-88.346778	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
42	South Point Center	Park District	810 Preston Ln	Oswego	41.6806293	-88.3260984	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
43	Winrock Pool	Park District	21 Winrock Rd	Montgomery	41.7151583	-88.3263584	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
44	Oswego Police Department	Police	3355 Woolley Rd	Oswego	41.672309	-88.3262225	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
45	Plano Police Department	Police	111 E Main St	Plano	41.6633531	-88.5356186	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
36	Yorkville Public Library	Library	902 Game Farm Rd	Yorkville	41.6525364	-88.4502514	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
47	Fox Metro Wastewater Reclamation District	Sanitary	682 Route 31	Oswego	41.7127624	-88.3544862	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
8	Animal Control	County	802 John St	Yorkville	41.6566968	-88.4619866	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
9	Coroner's Office	County	804 John St	Yorkville	41.656728	-88.4624228	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
50	Aux Sable Middle	School	2001 Wildspring Parkway	Joliet	41.5576832	-88.2847733	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
51	Boulder Hill	School	163 BOULDER HILL PASS	Montgomery	41.7093537	-88.3386924	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
15	Sheriff's Office	County	1102 Cornell Ln	Yorkville	41.6573458	-88.4624684	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
53	Bristol Grade	School	23 Hunt Street	Bristol	41.689515	-88.4286638	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
54	Brokaw ELC	School	1000 FIFTH STREET	Oswego	41.695469	-88.2948148	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
55	Centennial Elementary	School	800 S West St	Plano	41.6553788	-88.5366951	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
56	Charles Reed Elementary	School	2110 Clublands Parkway	Plainfield	41.5596216	-88.2642437	Kendall 3	100 Mbps Fixed Wireless Access
57	Churchill	School	520 SECRETARIAT LANE	Oswego	41.6944101	-88.2973363	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
12	Health Department	County	811 John St	Yorkville	41.6592276	-88.4648695	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
59	Emily G Johns Intermediate	School	430 Mitchell Dr	Plano	41.6579207	-88.5024701	Kendall 1	10 Gbps EPL with 1+1 Route Diversity

60	Fox Chase	School	260 FOX CHASE DRIVE NORTH	Oswego	41.6956069	-88.3618724	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
61	Grande Park	School	26933 GRANDE PARK BOULEVARD	Plainfield	41.6404056	-88.2721757	Kendall 3	100 Mbps Fixed Wireless Access
11	Courthouse Building	County	807 John St	Yorkville	41.6592899	-88.4621573	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
63	Hunt Club	School	4001 HUNT CLUB DRIVE	Oswego	41.6529118	-88.3749555	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
64	Jones Elementary	School	800 Barberry Way	Joliet	41.5358703	-88.2665452	Kendall 3	100 Mbps Fixed Wireless Access
65	Lakewood Creek	School	2301 LAKEWOOD CREEK DRIVE	Montgomery	41.7141286	-88.3983888	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
66	Lisbon Grade School	School	127 S Canal St	Newark	41.4780017	-88.4816401	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
67	Long Beach	School	67 LONG BEACH ROAD	Montgomery	41.7112198	-88.3280873	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
68	Millbrook Junior High	School	8411 Fox River Dr	Millbrook	41.5972639	-88.5549316	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
69	Murphy	School	26923 WEST GRANDE PARK BOULEVARD	Plainfield	41.6418158	-88.2723616	Kendall 3	100 Mbps Fixed Wireless Access
70	Newark Elementary and High	School	413 Chicago Rd	Newark	41.541736	-88.5792983	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
71	Old Post	School	100 OLD POST ROAD	Oswego	41.7050758	-88.3297136	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
72	Oswego East High	School	1525 HARVEY ROAD	Oswego	41.6998501	-88.2803864	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
73	Oswego High	School	4250 ROUTE 71	Oswego	41.6828238	-88.3411635	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
74	PH Miller Elementary	School	904 N Lew St	Plano	41.6714826	-88.5351224	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
75	Plainfield South High	School	7800 W Caton Farm Rd	Plainfield	41.5627103	-88.273145	Kendall 3	100 Mbps Fixed Wireless Access
76	Plank	School	510 SECRETARIAT LANE	Oswego	41.6927804	-88.2969715	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
77	Plano Area Special Education Cooperative	School	800 S Hale St	Plano	41.656492	-88.5329428	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
78	Plano High	School	704 W Abe St	Plano	41.6658394	-88.5467134	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
79	Plano Middle	School	804 S Hale St	Plano	41.6555779	-88.5326001	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
80	Prairie Point	School	3650 GROVE ROAD	Oswego	41.6694958	-88.3455998	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
81	Southbury	School	820 PRESTON LANE	Oswego	41.6810688	-88.3256524	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
82	Thomas Jefferson Elementary	School	1900 Oxford Way	Joliet	41.5560153	-88.2854761	Kendall 3	100 Mbps Fixed Wireless Access
83	Thompson	School	440 BOULDER HILL PASS	Oswego	41.6963195	-88.335207	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
84	Traughber	School	570 COLCHESTER	Oswego	41.6706899	-88.3310383	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
6	Yorkville City Hall	City	651 Prairie Pointe Dr	Yorkville	41.6637553	-88.43074	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
17	Bristol Kendall FPD Station 2	Fire	2101 McHugh Rd	Yorkville	41.6689105	-88.4334319	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
49	Autumn Creek	School	2377 Autumn Creek Blvd	Yorkville	41.6695294	-88.4215998	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
62	Grande Reserve	School	3142 Grande Trail	Yorkville	41.6885264	-88.4019542	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
18	Bristol Kendall FPD Station 3	Fire	4400 Rosenwinkel St	Yorkville	41.7041872	-88.4358823	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
90	Big Grove Township Building	Township	406 E Franklin St	Newark	41.5326873	-88.5780905	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
91	Bristol Township Building	Township	9075 Corneils Rd	Bristol	41.6917703	-88.429542	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
92	Fox Township Building	Township	8495 Fox River Dr	Millbrook	41.5956928	-88.5569791	Kendall 3	10 Gbps EPL with 1+1 Route Diversity
52	Bristol Bay Elementary	School	427 Bristol Bay Drive	Yorkville	41.7126016	-88.4320633	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
94	Little Rock Township Building	Township	611 W Main St	Plano	41.6609046	-88.5442469	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
95	Na-Au-Say Township Building	Township	1312 Wheeler Rd	Plainfield	41.5925564	-88.2821323	Kendall 3	100 Mbps Fixed Wireless Access
96	Oswego Township Building	Township	99 Boulder Hill Pass	Montgomery	41.7137942	-88.3458915	Kendall 1	10 Gbps EPL with 1+1 Route Diversity
97	Seward Township Building	Township	14719 O'Brien Rd	Minooka	41.5088926	-88.3319144	Kendall 3	100 Mbps Fixed Wireless Access

Project	Total	Served by EPL	Served by FWA
Kendall 1 Total	63	63	0
Kendall 3 Total	34	24	10

Unserved/Underserved Areas

The Grantee is a government entity located at 504 S. Main Street in Yorkville providing essential public services to residents in Kendall County.

This Grant-funded project will include a portion of the costs associated with bringing Fiber to the Premise (FTTP) broadband and/or fixed wireless (FW) services to unserved and underserved residents, businesses and community anchor institutions in parts of Kendall County. The network will provide speeds of 10 Gbps symmetrical to private network customers, 1 Gbps symmetrical to FTTP customers, and a minimum of 100 Mbps symmetrical to FW customers. The FW towers feature 5GNR radios and cover all KenCom EMS service areas, including all of Kendall County and parts of all neighboring counties. Each middle mile ring supports last-mile XGS-PON FTTP networks, as well as fiber connections to FW towers, ensuring serviceable locations in the project area have access to at least 100 Mbps symmetrical service. The project will be owned by Fox Fiber, a not-for-profit corporation established in compliance with IRS rule 63-20 on behalf of Kendall County. Fox Fiber maintains a comprehensive development agreement with the County to construct and finance the project in exchange for grant funds. Fox Fiber has contracted with Pivot Tech LLC to oversee the construction and operate the network until such time all debts are retired, and the network becomes property of Kendall County. The project will provide state-of-the-art broadband services built over approximately thirty-eight (38) miles of middle mile fiber including last mile fiber to approximately total locations made up of eight hundred ninety-nine (899) unserved and six hundred thirty-four (634) underserved premises either with a direct fiber connection where economically possible at 1 Gbps symmetrical or via a direct fiber connection to a FW base station that is capable of serving the premise at a minimum of 100 Mbps symmetrical. These premises are located in or near the communities of Yorkville, Plano, Milbrook, Newark, Millington, Lisbon, and Plattville. Specifically, this project will cover the following FCC Fabric v3.2 locations:

1088161295	1024793563	1024751251	1024762596	1024762813	1024762968
1088150905	1024795048	1024751253	1024762598	1024762816	1024762965
1088150903	1024795045	1024751244	1024761828	1024762759	1024762969
1088150878	1024790686	1024751250	1024761821	1024762788	1024762970
1088150886	1024790694	1024751255	1024747957	1024762795	1024762296

1088150908	1024790662	1024751228	1024761834	1024762796	1024762305
1088150872	1024790687	1024751248	1024761741	1024762822	1024762967
1088150902	1024790688	1024791731	1024761751	1024762827	1024762971
1088150981	1024790701	1024791732	1024761735	1024762877	1024762306
1088150876	1024790417	1024791735	1024779055	1024762878	1024762973
1088150900	1024794046	1024791739	1024761734	1024762767	1024762960
1088150879	1024786248	1024791749	1024761729	1024762768	1024762961
1088150917	1024783225	1024791753	1024761732	1024762770	1024762382
1088150975	1024794967	1024791758	1024761727	1024762773	1024762963
1088150894	1024794045	1024791761	1024761752	1024762792	1024762972
1088150898	1024794666	1024791763	1024761755	1024762807	1024762992
1088151183	1024794667	1024751241	1024761744	1024762815	1024762991
1088151198	1024794670	1024751243	1024761757	1024762820	1024762964
1088151181	1024794674	1024751258	1024761393	1024762824	1024762979
1088151182	1024794671	1024751264	1024761391	1024762836	1024762966
1088150893	1024794672	1024751266	1024761394	1024762839	1024762976
1088150914	1024794675	1024751283	1024761396	1024762758	1024762981
1088161258	1024794678	1024794602	1024761736	1024762761	1024762987
1088150987	1024783165	1024794630	1024790602	1024762775	1024762993
1088161248	1024783167	1024789819	1024779054	1024762781	1024762917
1088161249	1024783173	1024789839	1024779057	1024762783	1024762984
1088161250	1024783177	1024789837	1024761749	1024762800	1024763035
1088161300	1024783190	1024789826	1024779053	1024762803	1024763029
1088161297	1024784173	1024789848	1024779056	1024762819	1024763037
1088161290	1024783214	1024789822	1024761742	1024762845	1024763038
1088161292	1024794689	1024789864	1024761740	1024762846	1024763030
1088149381	1024783196	1024784196	1024761745	1024762730	1024763040
1088147825	1024783212	1024789850	1024761739	1024762756	1024763036
1088147801	1024794715	1024789836	1024761766	1024762834	1024763027
1088147821	1024794735	1024789845	1024761738	1024762835	1024763028
1088147819	1024794743	1024789857	1024761750	1024762757	1024763032
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1088147810	1024794724	1024751496	1024761392	1024762734	1024763026
1088147817	1024794730	1024751513	1024780301	1024762736	1024762387
1088147823	1024794742	1024751525	1024780306	1024762740	1024761164
1088147789	1024794713	1024784197	1024790596	1024762741	1024761175
1088147786	1024794719	1024784198	1024780308	1024762735	1024763025
1088147829	1024794741	1024793539	1024780311	1024762821	1024761156
1088147814	1024794691	1024751530	1024780297	1024762791	1024761189
1088147816	1024794701	1024751494	1024761395	1024763192	1024761170
1088147834	1024794705	1024751498	1024790594	1024763197	1024761187
1088147797	1024794707	1024751505	1024791849	1024763224	1024762990
1088147807	1024794708	1024751506	1024761538	1024763211	1024762988
1088147827	1024794754	1024751528	1024761539	1024763221	1024762978
1088147828	1024794755	1024751499	1024791854	1024763190	1024762384
1088147833	1024794747	1024751508	1024783923	1024762472	1024762390
1088148367	1024783977	1024784202	1024762303	1024762455	1024763031
1088148374	1024783981	1024751050	1024791846	1024761183	1024790660

1088148375	1024783275	1024751058	1024791847	1024761071	1024790657
1088148376	1024794665	1024784201	1024791850	1024762436	1024790659
1088148380	1024794668	1024751059	1024791848	1024762440	1024762301
1088148381	1024794677	1024751047	1024791853	1024762445	1024762297
1088148391	1024794725	1024784199	1024790590	1024762441	1024762308
1088148401	1024783416	1024751048	1024790591	1024762450	1024762299
1088148410	1024783432	1024784200	1024790598	1024761077	1024783924
1088148411	1024783449	1024789865	1024761587	1024761009	1024783925
1088147793	1024794673	1024794559	1024762215	1024761070	1024762975
1088147790	1024794676	1024794557	1024762219	1024761171	1024790658
1088147831	1024794700	1024794556	1024762224	1024761154	1024793556
1088147798	1024794748	1024794563	1024762229	1024761176	1024793566
1088147813	1024783421	1024794569	1024761553	1024761150	1024762989
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PREDEVELOPMENT AGREEMENT
BY AND BETWEEN
KENDALL COUNTY, ILLINOIS
AND
PIVOT TECH DEVELOPMENT INC.
DATED MAY 7, 2024

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PREDEVELOPMENT AGREEMENT

This PREDEVELOPMENT AGREEMENT (this “**Agreement**”), dated as of the ____ day of May, 2024 (the “**Effective Date**”), is entered into between Kendall County, Illinois, a body politic of the State of Illinois (“**County**”), and Pivot Tech Development Inc., a Delaware corporation (“**Developer**” or “**Pivot**”).

RECITALS

WHEREAS, on April 25, 2023, the County issued a Request for Proposal titled “Public-Private Partnership in Providing Fiber to the Home and Internet Services” (the “**Solicitation**”) seeking certain services in connection with a project designed to expand fiber optic connectivity throughout the County (the “**Project**”);

WHEREAS, Pivot, in conjunction with its consortium partners (Aecon Construction US, Inc., Alma Global Infrastructure, Inc., Ciena, Inc., Flexnode, Inc., Mobia, Inc., and Widelity, Inc.), successfully responded to the Solicitation with the submission of a proposal dated June 14, 2023 (the “**Proposal**”) and was awarded the Project by the County pursuant to the terms of the Solicitation;

WHEREAS, the County and Pivot previously entered into a Services Agreement, dated January 24, 2024, as amended by that certain First Amendment to the Services Agreement, dated April 19, 2024 (collectively referred to herein as the “**Services Agreement**”) setting forth certain responsibilities and obligations of the County and Pivot for the specified predevelopment services set forth therein, and the County and Pivot desire for that Services Agreement to be superseded and replaced by this Agreement;

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. DEFINITIONS

Section 1.01. Definitions. The following defined terms shall have the meanings set out below:

(a) “**Affiliate**” means, with respect to a person, any other person directly or indirectly controlling, controlled by, or under common control with such first person. As used in this Agreement, the term “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policy and/or policies of a person, whether through ownership of voting securities, by contract, or otherwise.

(b) “**Bankruptcy**” means any of the following: (i) the filing of a voluntary petition under any federal or state law for the relief of debtors; (ii) the filing of an involuntary proceeding under any such law; (iii) the making of a general assignment for the benefit of the assignor’s creditors; (iv) the appointment of a receiver or trustee for a substantial portion of a person’s assets; or (v) the seizure by a sheriff, receiver, or trustee

of a substantial portion of a person's assets; provided, however, that no bankruptcy shall be deemed to have occurred in the case of an event described in clause (ii), (iv), or (v) above until the proceeding, appointment, or seizure has been pending for ninety (90) days.

(c) **Intentionally Omitted.**

(d) **"Event of Default"** means the occurrence and continuance of any one or more of the following events beyond the expiration of any applicable grace and/or cure period:

- (i) any breach or default by either party involving the payment of money under this Agreement; provided, however, that before such breach or default is deemed an Event of Default, the defaulting party shall have: (A) received notice from the non-defaulting party of such breach or default; and (B) failed to cure or remedy such breach or default within thirty (30) days following such notice;
- (ii) any breach or default by either party of any nonmonetary covenant, duty, obligation, representation, or warranty under this Agreement; provided, however, that before such breach or default is deemed an Event of Default, the defaulting party shall have: (A) received notice from the non-breaching party of such breach or default; and (B) failed to cure or remedy such breach or default within sixty (60) days following the date of such notice; provided that if such default is not curable within such sixty (60) day period, it shall not be an Event of Default unless the breaching party fails to commence such cure within such sixty (60) day period and fails to diligently and continuously pursue such a cure or remedy thereafter;
- (iii) a Bankruptcy or dissolution with respect to either party;
- (iv) Developer or County is grossly negligent or engages in fraud, bad faith, or other willful misconduct in connection with their respective obligations under this Agreement.

(e) **"Financial Close"** means the final execution of all documents relating to the Project Financing proposed in Section 3.04.

(f) **"Force Majeure Event"** means any of the following events: (i) acts of God; (ii) floods, fires, earthquakes, explosions, or other natural disasters; (iii) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (iv) moratorium on the issuance of governmental approvals; (v) governmental authority, proclamations, orders, laws, actions, or requests; (vi) embargoes or blockades in effect on or after the date of this Agreement; (vii) epidemics, pandemics, or other national or regional public health emergencies; (viii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (ix) shortages of supplies, adequate power, or transportation facilities.

(g) **“Predevelopment Costs”** means the predevelopment costs for the Services included in Exhibit A attached hereto.

(h) **“Project”** is defined in the Recitals hereof.

(i) **“Project Documents”** has the meaning set forth in Section 2.05.

(j) **“Property”** means that certain the real property owned by the County or the County’s designee upon which the Project is proposed be completed by the Developer.

(k) **“Services”** means the predevelopment services to be provided by the Developer and has the meaning set forth in Section 2.01, and as set forth in Exhibit A.

(l) **“Term”** has the meaning set forth in Section 4.01.

ARTICLE II. APPOINTMENT; SERVICES

Section 2.01. Appointment; Services. Pursuant to the Solicitation and award of the Project by the County, the County hereby appoints Developer, and Developer accepts the appointment, to provide the predevelopment services set forth in Exhibit A with respect to the design, development and construction of the Project (the **“Services”**), and to assist County in the planning of the Project in accordance with the terms and conditions of this Agreement. Developer shall perform the Services within the timeframes set forth in Exhibit A. Developer shall provide all administrative, management, accounting, reporting, and other services necessary to provide the Services. Developer shall not incur any costs and expenses to be paid by County in connection with planning the Project or providing the Services unless such costs are provided for in the Predevelopment Costs set forth in Exhibit A or otherwise approved by County in writing, in County’s sole discretion.

Section 2.02. Standard of Care. Developer shall perform the Services in accordance with the degree of professional care, skill, judgment, and diligence ordinarily exercised by project developers regularly developing and operating development projects similar in scope. Developer shall fully and faithfully discharge its obligations and responsibilities hereunder and shall devote sufficient time and attention to ensure the full, prompt, and professional discharge of its duties under this Agreement.

Section 2.03. Relationship of the Parties. Developer acknowledges and agrees that it is acting under this Agreement solely as an independent contractor, and not as a partner, joint venturer, or employee of County. Developer shall have no authority to act for, bind, or obligate County in any manner whatsoever, except to the extent specifically set out in this Agreement or as may be specifically authorized in writing by County.

Section 2.04. Employees. Developer shall assign to the Project such staff, affiliates, partners and subcontractors as may be reasonably required to perform the Services with due diligence. All persons employed or contracted by Developer in connection with the Services will be Developer’s employees, independent contractors or subcontractors and will not be the employees or agents of the County, and the County shall have no liability, responsibility, or

authority regarding them. Developer is solely responsible for the salaries of its employees and any employee benefits to which they may claim to be entitled. Developer will fully comply with all applicable laws and regulations relating to workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related laws.

Section 2.05. Ownership of Documents. All contracts, studies, drawings, plans, specifications, reports, surveys, feasibility studies, zoning analyses, photographs, books and records, projections, and other documents prepared by Developer or under Developer's direction relating to the Project ("**Project Documents**"), and all rights in the Project Documents, shall be the sole property of County.

Section 2.06. Compliance with Laws. Developer shall perform all Services and prepare all Project Documents in compliance with all applicable laws, statutes, rules, regulations, encumbrances, and conditions, covenants, and restrictions that affect the design, development, construction, or use of the Project.

Section 2.07. Books and Records. Developer shall maintain all books and records relating to the Project in accordance with commercially reasonable practices, including: (a) financial records and payment requisitions; and (b) construction contracts, plans and specifications, shop drawings, product data, samples, applicable manuals and handbooks, maintenance and operating manuals and instructions, warranties, and other documents, purchase orders, contracts, agreements, approvals, correspondence, and other writings related to the Project. County shall have the right to review and copy such materials and other documents that relate to the Project. All such records shall be the property of County upon completion of the Services.

Section 2.08. Property Access. Commencing on the Effective Date and continuing through the Term, the Developer and its agents, contractors, subcontractors, consultants, licensees and representatives (collectively, "**Developer's Representatives**") shall have reasonable access to the Property for the purpose of conducting studies, investigations, inspections and tests of the Property as Developer deems reasonably necessary or desirable, including surveys, studies and architectural, engineering, geo-technical and environmental inspections and tests, as applicable. Developer's access to any property not owned or controlled by the County shall be monitored and approved by the County during the Term of this Agreement. It is understood and agreed to by the parties that access, ownership and or control of any real property required to plan and/or develop the Project shall be the responsibility of the Developer to secure.

ARTICLE III. PREDEVELOPMENT COSTS; PROPOSED PROJECT FINANCING

Section 3.01. Payment of Predevelopment Costs. In full consideration of the Services to be performed by the Developer set forth herein, the County hereby agrees to pay Developer the Predevelopment Costs subject to the completion of the Services, or upon achieving specific milestones set forth in writing by the parties, all to the satisfaction of the County in its sole discretion, in the amounts as set forth in Exhibit A attached hereto. The County shall only be responsible for actual Predevelopment Costs incurred and properly invoiced by the Developer. Should the Developer identify additional expenditures necessary for the Project that are not included in Exhibit A, the Developer shall notify and submit such proposed additional

expenditures to the County for review. Any additional expenditures in excess of the amounts included in Exhibit A must be approved by the County Board in the form of an amendment to this Agreement. The County shall not be responsible for the payment of Predevelopment Cost (including any additional expenditures approved by the County Board) in excess of an aggregate of One Million Five Hundred Thousand Dollars and No Cents (US \$1,500,000.00), and will not seek approval from the County Board for any additional expenditures that would exceed this amount. Except as otherwise expressly set forth in this Agreement, Developer shall not be entitled to any other payments or reimbursements from County in connection with the provision of the Services or any aspect of the predevelopment phase of the Project. County shall pay the amounts due and owing under this Agreement pursuant to the Local Government Prompt Payment Act.

Section 3.02. Developer's Default. Upon the occurrence of an Event of Default, County shall have no obligation to pay any Predevelopment Cost for any period during such Event of Default. County shall pay such Predevelopment Costs with respect to such period when and if such Event of Default is fully cured.

Section 3.03. Proposed Project Financing. Financing of the Project will be structured and procured by the Developer with cooperation from the County, with the terms required for the financing to be included in the final development agreement or other similar agreement ("**Final Development Agreement**") that will detail, among other things, the security for the repayment of the Project, and that any financing procured by the Developer shall be nonrecourse to the County or obligate the County to pay any debt service either directly or indirectly. The financing terms will be structured in a manner acceptable to the County and the Developer with respect to timing and the amount paid by the County for the Project. It is anticipated that an investor or lender will provide funds necessary to pay the costs of the Project, repayment of which will be secured by the revenues generated by the Project (the "**Project Financing**"). The County agrees that it will cooperate in the Project Financing and execute any document or agreement required by an investor or lender that acknowledges certain provisions of the Project Financing, including but not limited to acknowledging that the investor or lender has a secured interest in the Developer's rights and obligations under the Final Development Agreement and has certain remedies in the event the Developer fails to perform its obligations to complete the Project. If an investor or lender exercises a remedy under the Project Financing documents that requires County consent or approval, the County agrees to provide such consent or approval to the extent it is permitted by the laws of the State of Illinois and is consistent with the Final Development Agreement. The County has the right to review and approve the terms of the Project Financing.

Section 3.04. Project Financing Structures. The parties acknowledge that the financing structure for the Project has not yet been finalized, and agree to cooperate to explore, analyze and determine the best financing structure to facilitate the completion of the Project by the Developer. These financing structures including, but are not limited to the following:

- (a) The County has contemplated the establishment and use of a "63-20 Corporation" to assist in the facilitation of the financing of the Project, and if it is determined to be in the best interests of the County, in its sole discretion, the County agrees to take the necessary steps to establish and maintain the "63-20 Corporation" in accordance with Internal Revenue Service Rule 63-20 and Revenue Proclamation 82-26 for the purpose of issuing tax-exempt bonds to pay the costs of the Project that would be secured

by the revenues generated by the Project. Upon its creation, the “63-20 Corporation” would contract with the Developer to design, build, operate, and maintain the Project.

(b) The Developer agrees to analyze the use of tax-exempt private activity bonds for a “qualified broadband project” as defined in 26 U.S. Code §142(n)(1). The County agrees to cooperate with and support the Developer in connection with the analyzation and potential use of private activity bonds.

(c) The Developer or the County may pursue an alternative financing structure to those listed in this subsection, so long as the financing structure is procured as set forth in Section 3.04, unless it is determined to be in the best interest of the County, in its sole discretion, and detailed in the Final Development Agreement.

(d) If the County determines it to be in its best interest to pursue an alternative financing structure that requires an underwriter, placement agent, broker-dealer or other similar professional, the County is not obligated to use any subcontractor procured by the Developer in pursuit of such alternative financing structure.

Section 3.05. Grant Award. The County has been notified that it will be awarded Fifteen Million Dollars and No Cents (US \$15,000,000.00) from the Illinois Broadband Office (“**Grant Award**”), and plans to use the full amount the Grant Award to pay a portion of the costs of the Project.

Section 3.06. Reimbursement of Predevelopment Costs. It is the intent of the County to receive reimbursement for the actual expenditures related to the Predevelopment Costs outlined in Exhibit A, in the amount not to exceed One Million Five Hundred Thousand Dollars and No Cents (US \$1,500,000.00). It is understood by the parties that the payment obligation for such reimbursement will be subordinate to any investor or lender providing the Project Financing, and will be paid from revenues generated by the Project remaining after debt service and all other costs relating to the Project Financing are paid.

ARTICLE IV. TERM

Section 4.01. Term. Unless sooner terminated, the term of this Agreement shall commence on the date hereof and shall expire on June 1, 2024, or until the County receives the Grant Award, whichever date is later, unless extended by mutual agreement of the parties or terminated pursuant to the terms hereunder (the “**Term**”).

Section 4.02. Termination. This Agreement may be terminated by the County at any time with prior notice to the Developer. Upon termination of the Agreement for any reason, the County shall pay to Developer, unless otherwise being reasonably disputed, any amounts due and owing by the County for the Services provided through the date of termination.

Section 4.03. Event of Default Termination.

(a) **By County.** Without limiting any other rights or remedies available to County at the time of such termination, this Agreement may be terminated by County upon an Event of Default by Developer.

(b) **By Developer.** Without limiting any other rights or remedies available to Developer at the time of such termination, this Agreement may be terminated by Developer upon an Event of Default by County; provided, County shall have the right to cure such default following written notice of default to County within: (i) thirty (30) days if a monetary default; and (ii) sixty (60) days if a non-monetary default. Developer's performance of its obligations under this Agreement shall be suspended during any period of an uncured Event of Default of County.

Section 4.04. Intentionally Omitted.

Section 4.05. Actions on Termination. On termination of this Agreement, Developer shall within sixty (60) days:

(a) Deliver to County all Project Documents that are in Developer's possession or control.

(b) Deliver to County without offset, diminution, or withholding, all funds held by Developer relating to the Project, with any accrued interest thereon.

(c) Furnish all such information and take all such action as County shall reasonably require (including cooperating with a new developer for such time as may be required by County) to carry out an orderly and systematic transfer of Developer's duties and obligations under this Agreement to a new person designated by County.

This Section 4.05 shall survive the expiration or earlier termination of this Agreement.

Section 4.06. County Event of Default. In the event of an Event of Default by the County, Developer shall be entitled, as its sole remedies, either to (i) elect to terminate this Agreement as provided in Section 4.03, in which case Developer shall be entitled to reimbursement in an amount equal to the remaining balance of the Predevelopment Fee owned under the full Term of the Agreement and Developer's reasonable costs (including attorney's fees) incurred in connection with negotiating this Agreement and any third party costs that were incurred in performing the Services including, without limitation, all architectural, design, and engineering work incurred for the Services, in an amount not to exceed \$75,000, and the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement), or (ii) enforce specific performance of the County's obligations. Developer shall be deemed to have elected to terminate this Agreement if Developer fails to file suit for specific performance against the County in a court having jurisdiction in the county and state in Kendall County, Illinois, on or before thirty days following the date upon which the notice of the Event of Default was sent.

Section 4.07. Developer Event of Default. In the event of an Event of Default by Developer, the County shall be entitled, as its sole remedy, to terminate this Agreement (except for rights or obligations which expressly survive the termination of this Agreement) as provided

in Section 4.03 and to recover all third party costs incurred with respect to the Agreement and the Project, including, but not limited to reasonably incurred attorney and other professional fees, in an amount not to exceed the Predevelopment Fee.

Section 4.08. Attorneys' Fees. In the event legal action is instituted by any party to enforce the terms of this Agreement or which arises out of the execution of this Agreement, the prevailing party in such legal action will be entitled to receive from the other party the prevailing party's reasonable attorneys' fees and court costs, including the costs of appeal, as may be determined and awarded by the court in which the action is brought. The right to attorneys' fees shall survive the termination of this Agreement.

ARTICLE V. INSURANCE; INDEMNIFICATION

Section 5.01. Developer's Insurance. Developer will maintain, at its sole cost and expense, the following insurance coverages throughout the Term of this Agreement:

(a) Developer shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance necessary to fully protect Developer from claims of the nature that are detailed below, that may arise out of, or result from, Developer's operations, performance, or Services, or all of these things, or any of these things in combination ("Developer's Operations"), whether Developer's Operations are by Developer, any of its agents or subcontractors, or anyone for whose act or acts it may be liable:

- (i) claims under Worker's Compensation, disability benefit, or other (similar) employee benefit acts;
- (ii) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- (iii) claims for damages for personal injury; and
- (iv) claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting therefrom.

(b) The insurance shall be written for not less than the limits of liability specified below, or such limits required by law, whichever is greater:

<u>Type of Insurance</u>	<u>Required Coverages</u>
(i) Worker's Compensation; Employer's Liability	Illinois statutory limit \$500,000 per accident
(ii) Comprehensive General Liability:	\$1,000,000 per occurrence
Bodily Injury	\$1,000,000 per occurrence

<u>Type of Insurance</u>	<u>Required Coverages</u>
Property Damage	\$1,000,000 per occurrence
Personal Injury	\$1,000,000 per occurrence
Bodily Injury, Personal Injury and Property Damage	\$1,000,000 combined single-limit per occurrence and aggregate
(iii) Business Automobile Liability	\$1,000,000 per occurrence

(c) Developer shall require the architect or engineer of record, as applicable, and other design professionals to purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of \$1,000,000, with a maximum deductible of \$100,000.

(d) Insurance certificates, in form and content acceptable to County, evidencing all insurance coverages referred to in this section, shall be delivered to County before Developer commences rendering the Services under this Agreement. The insurance certificates shall provide and specify that the related insurance coverage shall not be cancelled without at least thirty (30) calendar days prior written notice having been given to County. It is also understood and agreed that it is Developer's sole burden and responsibility to coordinate activities between itself, County, and Developer's insurer(s) so that the insurance certificates are acceptable to and accepted by County within the time limits described in this section.

(e) The County and its past, present and future officers, officials, employees and volunteers are to be covered as additionally insured on all insurance coverages required by this Agreement, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services shall memorialize that Developer or Developer's subcontractor's ("**Primary Insureds**") insurance, shall apply on a primary basis, and that any other insurance maintained by County shall be in excess of and shall not contribute to or be commingled with the Primary Insureds' insurance. Where County has been named as an additional insured, Developer shall include the provisions of this subsection in its subcontractors' contracts at all tiers and the Primary Insureds' insurance shall contain a severability of interest provision stating that, except with respect to total limits of liability, all insurance shall apply separately to each Primary Insured or the additional insured in the same manner as if separate policies had been issued to each.

(f) Developer shall, upon thirty (30) days' written request from County, deliver copies to County, or make copies available for County's inspection, of any or all insurance policies that are required in this Agreement. If Developer fails to deliver or make such copies available to County; or, if Developer fails to obtain new insurance or have a previous insurance policy reinstated or renewed; or, if Developer fails in any other regard to obtain coverage sufficient to meet the terms and conditions of this Agreement; then County may, at its sole option and as its sole remedy, terminate this Agreement for cause pursuant to the terms and conditions.

(g) Developer acknowledges, understands, and agrees that it shall give prompt and prior written notice to County that any insurance policy defined or contemplated has lapsed, its limits have been reduced below the amounts required hereunder or such policy has otherwise been terminated.

Section 5.02. Waiver of Claims/Subrogation. To the extent permitted under its policies of insurance and applicable law, Developer agrees that regarding any loss or claim that is covered by insurance then carried by Developer: (a) Developer releases County of and from any and all claims regarding such loss to the extent of the insurance proceeds paid with respect thereto and specifically excepting from such release any deductible required to be paid; and (b) Developer's insurance companies shall have no right of subrogation against the County or County's agents, contractors, employees, licensees, or invitees on account thereof.

Section 5.03. Indemnity. To the full extent permitted by law, Developer shall indemnify, defend, and hold harmless County, and each of County's Affiliates, employees, members, partners, officers, directors, agents, consultants, attorneys, successors, and assigns, from and against any and all liabilities, losses, claims, costs, damages, and expenses (including, without limitation, attorneys' fees, costs, and expenses, but specifically excluding any consequential, special, or punitive damages) arising from, relating to, or in connection with, any act or failure to act by Developer which results from: (a) the negligence, fraud, or willful misconduct of Developer; (b) an Event of Default of Developer; or (c) acts by Developer outside the scope of authority granted under this Agreement. This Section 5.03 shall survive the expiration or earlier termination of this Agreement.

ARTICLE VI. FORCE MAJEURE

Section 6.01. Force Majeure.

(a) Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any obligation of this Agreement, when and to the extent such failure or delay is caused by a Force Majeure Event. The failure or inability of either party to perform its obligations in this Agreement due to a Force Majeure Event shall be excused for the duration of the Force Majeure Event and extended for a period equivalent to the period of such delay.

(b) Either party (the "**Noticing Party**") shall give the other party notice as soon as reasonably practical of the Force Majeure Event, explaining the nature or cause of the delay and stating the period of time the delay is expected to continue. The Noticing Party shall use commercially reasonable efforts to minimize the effects of such Force Majeure Event. The Noticing Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the failure or delay remains uncured for a period of one hundred twenty (120) consecutive days following written notice given by the Noticing Party under this Section, the County or Developer may thereafter terminate this Agreement on thirty (30) days' written notice.

ARTICLE VII.
REPRESENTATIONS AND WARRANTIES

Section 7.01. Developer Representations. Developer hereby represents, warrants, and covenants to County as follows:

(a) Developer is a Delaware corporation duly formed, validly existing, and in good standing under the laws of the State of Delaware and is qualified to do business and is in good standing under the laws of the State of Illinois.

(b) Developer has all requisite power and authority, has taken all actions required by its organizational documents and applicable law, and has obtained all necessary consents, to: (i) execute and deliver this Agreement; and (ii) consummate the transactions contemplated by this Agreement. This Agreement has been duly authorized and properly executed and delivered and constitutes the valid and binding obligations of Developer, enforceable in accordance with its terms, subject to principles of equity, bankruptcy, insolvency, and other laws generally affecting creditors' rights and the enforcement of debtors' obligations.

(c) Developer is qualified and has the skill and professional competence, expertise, and experience to undertake the obligations imposed and to perform the Services required by this Agreement and the requirements of a project of the magnitude and scope of the Project.

(d) Developer has and shall at all times during the Term of this Agreement maintain sufficient facilities, expertise, staff, assets, and other resources necessary to perform the Services. The Services shall be performed and rendered by professionals experienced, licensed (if a license is required), and qualified to perform such services in the state in which the Project is located.

(e) Developer holds and shall at all times during the Term of this Agreement maintain all licenses, permits, or other certifications necessary to perform the Services, and is in compliance with and shall continue to comply with all applicable laws.

(f) Neither Developer nor any partner, member, or shareholder of Developer is, and no legal or beneficial interest in a partner, member, or shareholder of Developer is or will be held, directly or indirectly, by a person or entity that appears on a list of individuals and/or entities for which transactions are prohibited by the US Treasury Office of Foreign Assets Control or any similar list maintained by any other governmental authority, with respect to which entering into transactions with such person or entity would violate the USA PATRIOT Act or regulations or any Presidential Executive Order or any other similar applicable law, ordinance, order, rule, or regulation (a "**Prohibited Person**").

Section 7.02. County Representations. County hereby represents and warrants to Developer as follows:

(a) County is a body politic of the State of Illinois.

(b) County has all requisite power and authority and has taken all actions required by applicable law, and has obtained all necessary consents, to: (i) execute and deliver this Agreement; and (ii) consummate the transactions contemplated by this Agreement. This Agreement has been duly authorized and properly executed and delivered and constitutes the valid and binding obligations of County, enforceable in accordance with its terms, subject to principles of equity, bankruptcy, insolvency, and other laws generally affecting creditors' rights and the enforcement of debtors' obligations.

ARTICLE VIII. MISCELLANEOUS

Section 8.01. Notices. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted under this Agreement shall be in writing and delivered to all other parties at the addresses below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States Mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is sent no later than 5:00 p.m. central time on a business day, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To County: Kendall County, Illinois
504 S. Main Street
Yorkville, Illinois 60560
Attn: Christina Burns, County Administrator
Email: cburns@kendallcountyil.gov

with a copy to: State's Attorney of Kendall County, Illinois
807 West John Street
Yorkville, Illinois 60560
Attn: Eric Weis
Email: eweis@kendallcountyil.gov

To Developer: Pivot-Tech Development LLC.
6674 East 118th Ct.
Thornton, Colorado 80233
Attn: James Cannon, CEO
Email: jim@pivot-tech.io

Any party shall change its address for purposes of this Section 8.01 by giving written notice as provided in this Section 8.01. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 8.01.

Section 8.02. Confidentiality. In providing the Services, Developer may be provided with and may accumulate documentation, data, or other information regarding County (and its partners, members, or shareholders) and the Project that are confidential and proprietary in nature. Developer shall hold and maintain all such documents and other information, including, but not limited to, any plans and specifications, development budgets, feasibility studies, market reports, contracts, and any other reports and data and all components thereof, in the strictest confidence, and shall not disclose any such information to any person or entity without County's prior written approval, except as may be required to perform the Services under this Agreement or as required by law. Confidential information shall not include information which:

(a) Is or becomes generally available to the public other than as a result of a disclosure by Developer or by a breach of Developer of this provision;

(b) Was within the possession of Developer before being furnished to Developer under this Agreement, if the source of such information was not known by Developer to be bound by a confidentiality agreement with or other contractual, legal, or fiduciary obligation of confidentiality to County regarding such information; or

(c) Becomes available to Developer on a nonconfidential basis from a source other than County, if such source is not bound by a confidentiality agreement with or other contractual, legal, or fiduciary obligation of confidentiality to County regarding such information.

Section 8.03. Further Assurances. Each party agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing do not materially increase any party's obligations hereunder or materially decrease any party's rights hereunder.

Section 8.04. Assignment; Successors and Assigns. Developer may not assign any of its rights or delegate any of its obligations hereunder without the prior approval of the County, which may be withheld in its sole and absolute discretion. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Developer of any of its obligations hereunder. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

Section 8.05. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.06. Subcontractor Contracts. Developer shall provide a copy of all relevant provisions of this Agreement to all subcontractors hired by it, or for which it may have management responsibilities and shall inform all subcontractors at all tiers that the Services performed hereunder shall strictly comply with this Agreement's terms. Developer shall also furnish County, upon demand, with a copy of all of the subcontractors' at all tiers contracts.

Section 8.07. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Illinois.

Section 8.08. Illinois Freedom of Information Act. As a government agency, County is subject to the Illinois Freedom of Information Act (Illinois FOIA) or 5 ILCS 140/1, et. seq., as amended. Therefore, the Developer's records and work product are subject to the Illinois FOIA statutes. However, there are various items that may be exempt, which include but are not limited to trade secrets or commercial/financial information that are proprietary, privileged, or confidential, or where disclosure of the same would result in competitive harm. If any such proprietary, privileged, or confidential information or data is included in the Developer's work product, each page that contains this information or data should be marked as such (e.g. "**Proprietary and Competition Sensitive**") in order to indicate Developer's claim to an exemption provided in the Illinois FOIA. Developer shall timely cooperate with the County in complying with Illinois FOIA. It is County's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA.

Section 8.09. Discrimination. Developer covenants and agrees that, i) in the furnishing of the Services to County hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, sexual orientation, religion or sex; and ii) Developer shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or laws, and as such rules, regulations, or laws may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this section, County shall have the right to terminate this Agreement.

Section 8.10. Public Entity Crime. Any Person or affiliate, as defined in the *Illinois Statutes*, shall not be allowed to contract with County, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date the Solicitation, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date the Solicitation, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with County obtained in violation of this section shall be subject to termination for cause. A subcontractor who obtains a subcontract in violation of this section shall be removed from the Project and promptly replaced by a subcontractor acceptable to County.

Section 8.11. Conflict of Interest. Both parties affirm no County officer or elected official has a direct or indirect pecuniary interest in Pivot, the Developer or this Agreement, or, if any County officer or elected official does have a direct or indirect pecuniary interest in Pivot, the Developer or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Section 8.12. Vendor Information Reporting. In accordance with 35 ILCS 200/18-50.2, Developer shall notify County, in writing, (1) whether Developer or any of its subcontractors is a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01 et seq.); and (2) whether Developer or any of its subcontractors holds any certifications for those categories or if they are self-certifying. If Developer or any of its subcontractors self-certifies, Developer shall notify County in writing whether Developer or any of its subcontractors vendor qualifies as a small business under federal Small Business Administration standards.

Section 8.13. Submission to Jurisdiction. The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of, relating to, or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the federal or state courts of the State of Illinois, so long as such courts shall have subject-matter jurisdiction over such suit, action, or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Illinois. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding that is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by registered mail to the address set out in Section 8.01 shall be effective service of process for any suit, action, or other proceeding brought in any such court.

Section 8.14. Waiver of Jury Trial. EACH PARTY HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING BROUGHT BY THE OTHER PARTY HERETO UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY, ANY AND EVERY RIGHT EACH PARTY MAY HAVE TO A TRIAL BY JURY.

Section 8.15. Interpretation and Construction.

(a) The parties acknowledge that in connection with negotiating and executing this Agreement, each has had its own counsel and advisors and that each has reviewed and participated in drafting this Agreement. The fact that the first draft of this Agreement was prepared by County's counsel as a matter of convenience shall have no import or significance to the construction of this Agreement. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of: (i) this Agreement; (ii) any exhibits to this Agreement; or (iii) any document drafted or delivered in connection with the transactions contemplated by this Agreement.

(b) Any captions or headings used in this Agreement are for convenience only and do not define or limit the scope of this Agreement.

(c) The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun regarding gender shall include the neutral, masculine, feminine, and plural.

(d) All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

Section 8.16. Severability. If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 8.17. Entire Agreement. This Agreement, together with and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

Section 8.18. Amendments. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

Section 8.19. Services Agreement Superseded. The Services Agreement, as amended, is hereby superseded and replaced by this Agreement, and the County or Pivot have no further obligation of responsibilities thereunder. The scope of services contemplated under the Services Agreement have been including in this Agreement, and are obligations and responsibilities of Pivot. Any obligations of the County to make payment for the Services that have been satisfied pursuant to the Services Agreement are no longer obligations of the County under this Agreement. In the event of any conflict or ambiguity as to the rights, obligations or responsibilities of the County and Pivot under this Agreement and the Services Agreement, the terms of this Agreement shall control and supersede any such conflict or ambiguity.

Section 8.20. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 8.21. Remedies Not Exclusive. Except as may otherwise be expressly provided in this Agreement: (a) the exercise of one or more of the rights and remedies under this Agreement

shall not preclude the exercise of any other right or remedy under this Agreement, at law, or in equity; and (b) damages at law may not be an adequate remedy for a breach or threatened breach of this Agreement and in the event of a breach or threatened breach of any provision hereunder, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

Section 8.22. Days; Performance on a Saturday, Sunday, or Holiday. Whenever the term "**day**" is used in this Agreement, it shall refer to a calendar day unless otherwise specified. A "**business day**" shall mean any weekday except for those weekdays that a banking institution within the State of Illinois is required by said state to be closed (a "**Holiday**"). Should this Agreement require an act to be performed or a notice to be given on a Saturday, Sunday, or Holiday, the act shall be performed or notice given on the following business day.

Section 8.23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 8.24. Time of the Essence. Time is of the essence in the performance of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF KENDALL, ILLINOIS

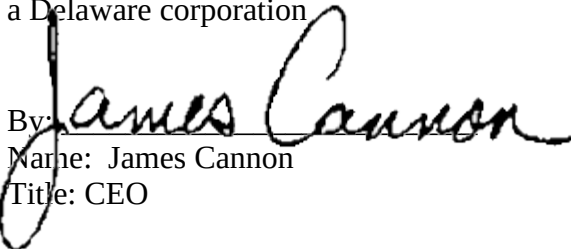
By: _____

Name: _____

Its: _____

PIVOT TECH DEVELOPMENT INC.,

a Delaware corporation

By: 

Name: James Cannon

Title: CEO

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
COUNTY OF KENDALL, ILLINOIS.

_____, 2024

County Board Charmain
Kendall County, Illinois

EXHIBIT A

SERVICES AND PREDEVELOPMENT COSTS

1. **MARKET STUDY: UPTAKE:** County will pay Developer an amount not to exceed Two Hundred Forty Thousand Dollars and No Cents (US \$240,000.00) for research, contracting, marketing, permitting, last mile planning, and feasibility endorsements, all related to the State of Illinois DCEO Grant requirements in part and the overall progress of the Project. The County also agrees to pay necessary and reasonable expenses actually incurred by the Developer (or its subcontractor) in an amount not to exceed fifteen (15%) percent of the cost of the study (US \$240,000.00).

Completion Date: May 31, 2024

2. **CUSTOMER ACQUISITION:** County will pay Developer an amount not to exceed One Hundred and Twenty Thousand Dollars and No Cents (US \$120,000.00) for marketing expenses to secure network customers.

Completion Date: June 30, 2024

3. **NETWORK SURVEY:** County will pay Developer an amount not to exceed of One Hundred and Fifty Thousand Dollars and No Cents (US \$150,000.00) for LiDAR survey work necessary for network design and planning.

Completion Date: June 1, 2024

4. **PLANNING WORKSHOP:** County will pay Developer an amount not to exceed Ten Thousand Dollars and No Cents (US \$10,000.00) to conduct a planning workshop with other development partners on site in Kendall County.

Completion Date: Completed (to be invoiced for payment)

5. **LEGAL FEES:** County will pay Developer an amount not to exceed Three Hundred Thousand Dollars and No Cents (US \$300,000) for actual legal costs incurred by the Developer associated with drafting and finalizing contracts required for the Project. Full descriptive invoices shall be submitted for review and approval by the County, and the County shall, in its sole discretion, agree to accept or deny payment for such invoices.

Completion Date: June 30, 2024

6. **PERMITTING:** The County will pay Developer an amount not to exceed Two Hundred Thousand Dollars and No Cents (US \$200,000.00) for permit fees associated with rail and Spectrum licenses required for the Project.

Completion Date: December 31, 2024

7. **PROGRAM MANAGEMENT:** The County will pay Developer an amount not to exceed Two Hundred and Forty Thousand and No Cents (US \$240,000.00) for program management services. The program management fee shall be invoiced and paid in two installments, One Hundred and Twenty Thousand and No Cents (US \$120,000.00) on or before May 31, 2024, and One Hundred and Twenty Thousand and No Cents (US \$120,000.00) upon financial close.

Completion Date: Financial Close

8. **FINANCIAL MODELING:** The County will pay Developer an amount not to exceed Ten Thousand Dollars and No Cents (US \$10,000.00) for financial modeling fees necessary for the finance, planning or future operations of the network if parties agree such models are necessary.

Completion Date: May 15, 2024

SUMMARY OF PREDEVELOPMENT COSTS

<u>Service</u>	<u>Provider</u>	<u>Cost</u>
Market Study-Uptake	Pivot/Roland Berger	\$240,000
Market Study Expenses	Pivot/Roland Berger	Up to \$36,000
Customer Acquisition	Marketing Exp	\$120,000
Network Survey	LiDAR	\$150,000
Planning	Workshop	\$10,000
Legal Fees	Legal fees	\$300,000
Permitting	Rail/Spectrum	\$200,000
Program Management	Pivot/Alma	\$240,000
Financial Modeling	Pivot/TBD	\$10,000
TOTAL AMOUNT		\$1,306,000

Fox Fiber Acceptable Use Policy (AUP)

1. Introduction

This Acceptable Use Policy ("AUP") outlines the rules and guidelines that govern the use of Fox Fiber's broadband internet access services (the "Services"). The AUP applies to these services whether provided through our fiber optic infrastructure or our fixed wireless network infrastructure. By accessing or using our services, you agree to comply with this AUP, which are part of the Terms and Conditions of Service that apply to all customers of the Services. Fox Fiber reserves the right to modify this policy at any time, by posting a modified version on our website [\[\[INSERT LINK\]\]](#) or providing other notice.

2. Purpose

The purpose of this AUP is to:

- Ensure fair and equitable access to our network resources for all customers
- Protect the security and integrity of our network infrastructure
- Comply with applicable laws and regulations
- Maintain service quality and reliability for all users

3. Prohibited Activities

The following activities are strictly prohibited when using Fox Fiber services:

3.1 Illegal Activities

- Using our Services to violate any local, state, federal, or international law
- Transmitting, distributing, or storing material that infringes on copyright, trademark, trade secrets or other intellectual property rights
- Accessing or attempting to access systems, networks, or data without authorization
- Engaging in activities that violate the privacy or security of others
- Using the Services to violate export control laws

3.2 Network and System Integrity

- Attempting to circumvent user authentication or security of any host, network, or account
- Using any program, script, command, or sending messages designed to interfere with or disable a user's terminal session

- Engaging in activities that disrupt or degrade the normal functioning of our network
- Introducing malicious programs into the network (e.g., viruses, worms, Trojan horses, etc.)
- Interfering with the uses and access to the Services by other customers

3.3 Communication and Messaging

- Sending unsolicited messages ("spam") via email, instant messaging, or any other means
- Using the Service to make illegal robocalls or unlawfully spoofing the identify of originating calls
- Forging, altering, or removing message headers or sender information
- Harvesting email addresses or collecting personal information without consent
- Engaging in activities designed to harass, threaten, or abuse others or using the Services to engage in fraudulent, defamatory, obscene, harassing or threatening activities

3.4 Resource Usage

- Running servers or persistent public services without prior written agreement
- Reselling or sharing internet connectivity without written consent from Fox Fiber
- Excessive use of bandwidth that may negatively impact network performance for others
- Consistent, repetitive, or automated network probing ("pinging")

3.5 Other Prohibited Uses

- Reselling the Services without the prior written consent from Fox Fiber
- Providing access to the Services to a third party without the prior written consent from Fox Fiber

4. Service-Specific Policies

4.1 Fiber Network Usage

- Service offered via fiber optics are designed for high bandwidth applications with symmetric speeds
- Users are responsible for securing their own local network

- Any equipment provided by Fox Fiber remains our property and must be returned upon service termination

4.2 Fixed Wireless Network Usage

- Fixed wireless services may have different performance characteristics from fiber
- Service may be susceptible to interruptions due to weather conditions, including wind, rain, and icing
- Line-of-sight requirements must be maintained for optimal performance
- Repositioning of equipment without Fox Fiber approval is prohibited

5. Fair Usage Policy

While Fox Fiber offers services with high data allowances, we implement a Fair Usage Policy to ensure all customers receive equitable access to network resources:

- We may employ traffic management techniques during peak usage periods
- Excessive usage that negatively impacts other users may result in temporary speed limitations
- We reserve the right to prioritize time-sensitive applications (VoIP, video conferencing) during periods of network congestion
- Continuous, excessive usage may result in a requirement to upgrade to a business or enterprise level service

6. Network Management

Fox Fiber implements the following network management practices:

- Traffic shaping may be employed to ensure network stability
- We utilize industry-standard encryption for all wireless transmissions
- Network maintenance and upgrades are scheduled during off-peak hours when possible
- Emergency maintenance may occur without prior notice to maintain network integrity

Fox Fiber reserves the right to monitor traffic patterns and usage to ensure optimal performance and identify potential threats, abuse, congestion or violations of the AUP.

7. Security Measures

Fox Fiber employs the following security measures:

- Interactive firewall rules at network borders
- Network Address Translation (NAT) at border routers and customer premises equipment
- Industry-standard AES encryption for all wireless transmissions
- Regular security audits and vulnerability assessments

8. Enforcement and Violations

Fox Fiber reserves the right to monitor compliance with this AUP. In case of violations:

- We will notify customers of excessive use or policy violations
- We may request customers to modify their usage patterns
- We may suggest subscription to a more appropriate service tier
- We reserve the right to suspend or terminate service for repeated or serious violations
- Service may be terminated immediately without notice for activities that threaten network integrity

9. Customer Responsibilities

As a Fox Fiber customer, you are responsible for:

- Ensuring all users of your service comply with this AUP
- Securing your equipment and local network
- Promptly reporting suspected unauthorized use of your service
- Maintaining current contact information for service notifications

10. Technical Support and Service Issues

Fox Fiber provides technical support for network-related issues. Please note:

- Support for third-party devices may incur additional fees depending on your service level
- We are not responsible for customer-owned equipment or internal network configuration

- Service interruptions should be reported promptly via our customer support channels
- Scheduled maintenance will be announced in advance whenever possible

11. Service Limitations

Customers should be aware of the following service limitations:

- Fixed wireless service may experience interruptions during extreme weather conditions
- Services offered via fiber optics may require physical access to your premises for installation and maintenance
- Network performance may vary based on factors outside our control
- We reserve the right to perform routine maintenance which may result in temporary service interruptions

12. Contact Information

For questions about this AUP or to report violations, please contact Fox Fiber customer support:

- Email: support@foxfiber.com
- Phone: TBD
- Website: www.foxfiber.com/support

13. Acknowledgment

By using Fox Fiber services, you acknowledge that you have read, understood, and agree to comply with this Acceptable Use Policy. Failure to comply may result in suspension or termination of service.

Fox Fiber Disaster Recovery Plan

For Mixed Fixed Wireless and Buried Fiber Network Infrastructure

1. Introduction and Purpose

This Disaster Recovery Plan (DRP) outlines the procedures and resources necessary to recover Fox Fiber's mixed fixed wireless and buried fiber network in the event of a disaster or significant service disruption. The plan aims to ensure the rapid restoration of critical network services to maintain business continuity for both the organization and its customers.

The purpose of this plan is to:

- Define clear procedures for responding to various disaster scenarios
- Establish recovery time objectives (RTOs) and recovery point objectives (RPOs)
- Assign responsibilities to disaster recovery team members
- Ensure the availability of necessary resources for recovery operations
- Minimize service downtime and data loss
- Provide a framework for testing and maintaining the disaster recovery capabilities

2. Scope

This plan covers:

- Fixed wireless infrastructure (towers, access points, backhaul links)
- Buried fiber infrastructure (fiber cables, splice enclosures, termination points)
- Network operations center (NOC) equipment and systems
- Critical support systems (power, cooling, monitoring)
- Customer premises equipment (CPE) deployment for temporary service

This plan does not cover:

- Building facilities recovery
- Recovery of non-network IT systems
- Staff relocation procedures

3. Network Infrastructure Overview

3.1 Fixed Wireless Network Components

- Transmission towers and masts
- Sector antennas and point-to-multipoint equipment
- Point-to-point backhaul links
- Tower-mounted amplifiers and power systems
- Wireless access controllers and management systems
- Customer premises equipment (CPE)

3.2 Fiber Network Components

- Fiber optic cable routes (buried)

- Fiber distribution hubs
- Splice enclosures and splice points
- Optical line terminals (OLTs)
- Optical network terminals (ONTs)
- Fiber patch panels and passive components

3.3 Core Network Infrastructure

- Core routers and switches
- Border Gateway Protocol (BGP) equipment
- Internet exchange point connections
- Colocation facilities
- Network monitoring and management systems
- Power backup systems (generators, UPS)

3.4 Network Maps and Documentation

- Reference Appendix A for detailed network topology maps
- Reference Appendix B for equipment inventory lists
- Reference Appendix C for fiber route maps and splice location documentation

4. Risk Assessment

4.1 Potential Threats to Fixed Wireless Infrastructure

- Severe weather events (hurricanes, tornados, ice storms)
- Tower structural failures

- Lightning strikes and electrical surges
- Power outages
- Equipment failures (hardware/software)
- Deliberate tampering or sabotage
- Interference from other radio sources

4.2 Potential Threats to Fiber Infrastructure

- Construction damage (dig-ups)
- Flooding and water damage
- Rodent damage
- Fiber cuts due to accidents or vandalism
- Splice failures
- Equipment failures at termination points
- Fire damage to junction boxes and enclosures

4.3 Potential Threats to Core Network

- Power grid failures
- Cooling system failures
- Hardware/software failures
- Cyber attacks
- Configuration errors
- Supply chain disruptions
- Loss of key personnel

5. Recovery Objectives

5.1 Target Recovery Time Objectives (RTOs)

- Critical core network services: 2 hours
- Main distribution fiber routes: 4 hours
- Primary wireless backhaul links: 4 hours
- Fixed wireless access services: 8 hours
- Secondary fiber routes: 12 hours
- Non-critical services: 24 hours

5.2 Target Recovery Point Objectives (RPOs)

- Network configuration data: 1 hour
- Customer account data: 1 hour
- Billing systems: 4 hours
- Usage statistics and logs: 8 hours

5.3 Service Priority Levels

1. Critical Priority

- Emergency services connections
- Healthcare facilities
- Public safety organizations
- Critical infrastructure clients

2. High Priority

- Business clients with SLA guarantees

- Educational institutions
- Government offices

3. Medium Priority

- Standard business customers
- Multi-dwelling residential units

4. Standard Priority

- Individual residential customers

6. Disaster Recovery Team

6.1 Team Structure

- Disaster Recovery Coordinator: [Name], [Contact Information]
- Network Operations Lead: [Name], [Contact Information]
- Fiber Infrastructure Team Lead: [Name], [Contact Information]
- Wireless Infrastructure Team Lead: [Name], [Contact Information]
- Customer Support Lead: [Name], [Contact Information]
- External Relations Coordinator: [Name], [Contact Information]

6.2 Roles and Responsibilities

Disaster Recovery Coordinator

- Activate the disaster recovery plan
- Coordinate recovery efforts across all teams
- Report to executive management

- Make critical decisions regarding resource allocation
- Declare disaster status and recovery completion

Network Operations Lead

- Assess the impact on core network services
- Direct recovery of core network systems
- Monitor network stability during recovery
- Coordinate with upstream providers and peers
- Implement traffic rerouting as needed

Fiber Infrastructure Team Lead

- Assess damage to fiber infrastructure
- Coordinate fiber repair teams
- Prioritize repair efforts based on service impact
- Manage spare parts and fiber repair equipment
- Track progress of fiber repairs

Wireless Infrastructure Team Lead

- Assess damage to wireless infrastructure
- Coordinate repair and deployment of temporary wireless solutions
- Manage spectrum and frequency coordination during recovery
- Prioritize wireless link restoration based on customer impact
- Track progress of wireless repairs

Customer Support Lead

- Manage customer communications
- Update customer-facing status page
- Coordinate technician visits to customer sites
- Provide regular updates to customers
- Manage expectations regarding service restoration

External Relations Coordinator

- Communicate with media and public
- Coordinate with local authorities and emergency services
- Manage vendor and contractor relationships
- Coordinate with insurance providers
- Document the disaster and recovery efforts for compliance purposes

6.3 Emergency Contact Information

- See Appendix D for complete contact list including:
 - Primary and secondary contacts for each team member
 - Vendor emergency support contacts
 - Utility company emergency contacts
 - Internet exchange point contacts
 - Local emergency services
 - Relevant regulatory authorities

7. Emergency Response Procedures

7.1 Disaster Declaration Process

1. Initial incident detection (automated monitoring or manual reporting)
2. Preliminary assessment by on-call technical staff
3. Notification to Disaster Recovery Coordinator
4. Assessment of incident severity and impact
5. Formal disaster declaration if thresholds are met
6. Activation of Disaster Recovery Team
7. Notification to executive management

7.2 Initial Response Actions

1. Ensure personnel safety as the highest priority
2. Secure affected sites and prevent additional damage
3. Perform comprehensive damage assessment
4. Activate emergency operations center
5. Notify critical customers and stakeholders
6. Implement emergency communication protocols
7. Begin service impact documentation for insurance and regulatory purposes

7.3 Assessment Procedures

1. Deploy assessment teams to affected sites when safe
2. Use network monitoring systems to identify service impacts

3. Utilize drone surveillance for inaccessible tower or fiber routes
4. Test connectivity at strategic network points
5. Gather reports from field technicians and customers
6. Document all findings in the incident management system
7. Create preliminary recovery timeline based on assessment

8. Recovery Procedures: Fixed Wireless Network

8.1 Tower and Equipment Damage

1. Conduct structural assessment of affected towers
2. Implement safety measures before climbing operations
3. Replace or repair damaged antennas and equipment
4. Recalibrate antenna alignments
5. Test signal quality and coverage
6. Update network documentation with changes

8.2 Backhaul Link Failure

1. Identify the cause of backhaul failure (equipment, power, alignment)
2. Deploy temporary backhaul solutions if available (portable microwave links)
3. Repair or replace damaged backhaul equipment
4. Re-establish and test backhaul connectivity
5. Restore customer services over the repaired backhaul
6. Monitor link stability for 24 hours after restoration

8.3 Power System Failures

1. Assess the nature and extent of power failure
2. Deploy generator resources to critical sites
3. Coordinate with power utility for estimated restoration time
4. Refuel generators according to established schedule
5. Monitor battery backup systems and replace as needed
6. Return to utility power when stable, monitoring during transition

8.4 Temporary Wireless Solutions

1. Deploy Cell-on-Wheels (COW) or portable base stations to affected areas
2. Establish temporary backhaul via satellite or alternative means
3. Configure temporary equipment to match network settings
4. Notify customers of potential performance differences
5. Monitor temporary solutions for stability and capacity
6. Plan transition back to permanent infrastructure

8.5 Interference Issues

1. Utilize spectrum analyzers to identify sources of interference
2. Adjust frequency plans to avoid interference
3. Coordinate with other operators if necessary
4. Implement additional shielding or filtering if required
5. Update radio configurations to mitigate interference

6. Document changes in network management system

9. Recovery Procedures: Fiber Network

9.1 Fiber Cut Response

1. Utilize monitoring systems to identify the approximate location of cuts
2. Dispatch technicians to visually inspect the suspected area
3. Use optical time-domain reflectometer (OTDR) to precisely locate break
4. Coordinate with local utilities for emergency locate services if needed
5. Expose buried fiber safely following proper protocols
6. Perform fiber splicing operations according to standards
7. Test fiber integrity after repair
8. Update as-built documentation with repair details

9.2 Flood or Water Damage

1. Wait until water has receded and area is safe before assessment
2. Test for water infiltration in splice cases and enclosures
3. Replace water-damaged components and re-splice as needed
4. Test for optical signal degradation across affected segments
5. Apply water-mitigation measures for future protection
6. Document all affected equipment and repairs performed

9.3 Widespread Fiber Infrastructure Damage

1. Implement traffic rerouting through redundant paths where available
2. Prioritize repair based on customer impact and service level agreements
3. Deploy multiple repair teams to work concurrently
4. Consider temporary aerial fiber deployments if buried repair is time-consuming
5. Utilize spare fiber capacity in adjacent routes where possible
6. Coordinate with contractors for additional resources
7. Provide regular progress updates to management and customers

9.4 Terminal Equipment Failures

1. Identify specific failed components (OLTs, ONTs, etc.)
2. Replace equipment from spares inventory
3. Restore configurations from backups
4. Test connectivity and service quality
5. Update inventory management system
6. Order replacement spares to maintain inventory levels

9.5 Temporary Fiber Solutions

1. Deploy temporary aerial fiber for emergency restoration
2. Utilize pre-connectorized fiber cables for rapid deployment

3. Implement field fusion splicing for temporary connections
4. Consider microducts for rapid temporary buried deployment
5. Document temporary installations for future permanent replacement

10. Communication Plan

10.1 Internal Communications

1. Initial alert via automated monitoring systems
2. Team activation through emergency notification system
3. Regular status updates via designated communication channels
4. Scheduled recovery team briefings (frequency based on severity)
5. Use of incident management system for detailed updates
6. Post-incident debrief and documentation

10.2 Customer Communications

1. Initial notification through multiple channels:
 - Service status page
 - Email alerts
 - SMS notifications for subscribed customers
 - Social media updates
 - Phone system automated messages
2. Regular updates with estimated restoration times

3. Segmented communications based on customer priority and impact
4. Special handling procedures for critical infrastructure customers
5. Post-restoration confirmation and follow-up

10.3 Regulatory and External Communications

1. Notify relevant regulatory authorities as required
2. Coordinate with local emergency management if applicable
3. Press releases for significant outages affecting communities
4. Updates to interconnection partners and upstream providers
5. Documentation for compliance reporting requirements

11. Resource Requirements

11.1 Equipment and Parts Inventory

- Maintain minimum stock levels of critical components:
 - Fiber optic cable (various specifications)
 - Splice enclosures and trays
 - Wireless radios and antennas
 - Power systems and batteries
 - Network switches and routers
 - Customer premises equipment
- Inventory locations and access procedures listed in Appendix E

- Vendor emergency order processes documented in Appendix F

11.2 Tools and Test Equipment

- Fiber optic test equipment (OTDR, power meters, visual fault locators)
- Wireless test equipment (spectrum analyzers, antenna alignment tools)
- Fusion splicers and cleaving tools
- Network analyzers and packet capture devices
- Portable power generators and distribution equipment
- Safety equipment for various environments

11.3 Personnel Resources to be implemented

- Cross-trained staff for various recovery functions
- Contractor and vendor support agreements
- Mutual aid agreements with other service providers
- Temporary staffing arrangements for extended recovery operations

11.4 Documentation Resources

- Network configuration backups
- As-built documentation for all infrastructure
- Standard operating procedures for emergency repairs
- Equipment manuals and technical specifications
- Restoration priority lists and contact information

12. Testing and Maintenance

12.1 Testing Schedule

- Tabletop exercises: Quarterly
- Functional tests of backup systems: Monthly
- Comprehensive disaster recovery simulation: Annually
- Unannounced component tests: Semi-annually

12.2 Plan Maintenance

- Scheduled review after each test or actual incident
- Annual comprehensive plan review
- Update after significant network changes
- Version control procedures for all documentation
- Responsibility for updates assigned to Disaster Recovery Coordinator

12.3 Training Requirements

- Initial training for all disaster recovery team members
- Refresher training semi-annually
- Cross-training across specialties
- Vendor-specific training for key equipment
- Documentation of training completion

13. Appendices [To be added as network is built]

Appendix A: Network Topology Maps

- Core network diagram
- Fixed wireless coverage maps and tower locations
- Fiber route maps with splice points
- Interconnection diagrams

Appendix B: Equipment Inventory

- Detailed inventory of network equipment
- Spare parts inventory and locations
- Vendor information for emergency replacements

Appendix C: Fiber Route Documentation

- Detailed fiber path information
- Splice enclosure locations and configurations
- Access point information (manholes, handholes, pedestals)
- Rights-of-way and permitting contacts

Appendix D: Contact Information

- Team member contact details [FWA and Fiber network]
- Vendor emergency contacts [TBD]
- Utility emergency contacts [TBD]
- Customer priority contact list [TBD]
- Regulatory contacts [TBD]

Appendix E: Restoration Procedures

- Detailed step-by-step procedures for common recovery scenarios
- Equipment-specific recovery procedures
- Testing and validation procedures

Appendix F: Forms and Templates

- Incident declaration form
- Damage assessment forms
- Recovery status report templates
- After-action review template

Appendix G: Service Level Agreements

- Recovery time commitments by customer tier
- Penalty and credit information
- Exclusions and limitations

Appendix E: Restoration Procedures

E.1 Fixed Wireless Tower Recovery Procedure

1. Safety Assessment

- Ensure the site is safe to access (no electrical hazards, structural failures)
- Verify proper safety equipment is available (harnesses, helmets, etc.)
- Check weather conditions before climbing

2. Equipment Assessment

- Visually inspect all antennas, radios, and mounting hardware
- Document all damaged components with photos
- Check power systems and grounding

3. Restoration Steps

- Replace damaged sector antennas following manufacturer specifications
- Re-align point-to-point antennas using alignment tools
- Verify proper torque on all mounting hardware
- Replace damaged RF cables and connectors
- Restore power systems and verify operation

4. Testing and Validation

- Conduct RF sweep test to verify cable integrity
- Measure RSSI and SNR values at each sector
- Verify backhaul link signal strength and capacity
- Conduct throughput testing
- Monitor error rates for 30 minutes

5. Documentation

- Update network documentation with any changes
- Record serial numbers of replaced equipment
- Document alignment settings and signal levels

- Update maintenance logs

E.2 Fiber Cut Restoration Procedure

1. Locate the Break

- Use OTDR to determine precise location of the fiber break
- Verify access permits for excavation if needed
- Contact utility locating services before digging

2. Site Preparation

- Set up proper traffic control if near roadways
- Establish safe work zone with barriers
- Set up adequate lighting for nighttime repairs
- Prepare splice vehicle or tent for weather protection

3. Fiber Exposure and Preparation

- Carefully expose damaged fiber section
- Identify all affected buffer tubes and fibers
- Prepare splice enclosure and trays
- Measure adequate slack for splicing

4. Splicing Procedure

- Prepare fiber ends according to splicing protocol
- Perform fusion splices for each affected fiber
- Organize spliced fibers in splice trays
- Secure splice closure according to manufacturer specifications

5. Testing and Validation

- Conduct OTDR test from both directions
- Verify optical power levels meet specifications
- Test end-to-end connectivity for affected services
- Verify signal quality metrics

6. Site Restoration

- Properly backfill and compact excavation
- Restore surface conditions (concrete, asphalt, vegetation)
- Remove all debris and equipment
- Document final splice location with GPS coordinates

E.3 Core Router Failure Recovery

1. Assessment

- Identify the specific failure (hardware, software, configuration)
- Verify power and connectivity issues
- Determine affected services and customers
- Estimate recovery time

2. Traffic Rerouting

- Implement BGP routing changes to shift traffic to backup paths
- Notify upstream providers of routing changes
- Monitor traffic flow and congestion on alternate paths

3. Equipment Replacement

- Retrieve spare router from inventory
- Install replacement hardware in rack
- Connect power and network cables according to documentation
- Verify physical connectivity

4. Configuration Restoration

- Apply latest configuration backup
- Restore routing protocols and policies
- Configure interfaces and VLANs
- Implement security rules and access controls

5. Testing and Validation

- Verify routing table correctness
- Test connectivity to key network segments
- Monitor CPU, memory, and interface utilization
- Verify proper logging and monitoring functionality

6. Service Restoration

- Gradually restore traffic to the replaced router
- Monitor for any performance issues
- Update network documentation
- Order replacement spare equipment

E.4 Power System Failure Recovery

1. Assessment

- Determine the extent of the power outage
- Check utility provider status and estimated restoration time
- Verify UPS and battery backup status
- Check generator fuel levels and operational status

2. Generator Deployment

- Dispatch portable generators to critical sites without permanent generators
- Connect generators to transfer switches or direct inputs
- Start generators and verify stable output
- Refuel generators according to run-time estimates

3. Power System Verification

- Check for proper voltage at all equipment
- Verify grounding and surge protection
- Inspect for any damaged power components
- Test transfer switch operation between sources

4. Battery System Management

- Check battery bank voltage and load
- Perform load test on critical batteries
- Replace any failed battery units
- Verify charging systems operation

5. Return to Utility Power

- Monitor utility power stability for at least 30 minutes before switching
- Coordinate phased return to prevent surge issues
- Verify proper operation after transition
- Return generators to standby mode

6. Documentation

- Record generator run times and fuel consumption
- Document any equipment damage from power issues
- Update battery replacement schedules
- Verify monitoring systems for power infrastructure

Appendix F: Forms and Templates

F.1 Disaster Incident Declaration Form

INCIDENT DECLARATION FORM

Date and Time of Incident: _____

Reported By: _____

Contact Information: _____

Nature of Incident:

- Weather-related (specify: _____)
- Power Outage
- Fiber Cut
- Equipment Failure
- Cyber Attack
- Other: _____

Affected Systems/Infrastructure:

- Core Network
- Fixed Wireless Infrastructure
- Fiber Infrastructure
- Power Systems
- NOC Systems
- Other: _____

Affected Locations: _____

Initial Assessment of Severity:

- Level 1 (Minor - Limited Impact)
- Level 2 (Moderate - Significant Impact)
- Level 3 (Major - Critical Impact)

Estimated Number of Affected Customers: _____

Initial Response Actions Taken: _____

Initial Estimated Recovery Time: _____

Resources Required Immediately:

- Technical Staff (specify teams: _____)
- Equipment (specify: _____)
- Contractor Support
- Emergency Services Notification
- Customer Communication
- Other: _____

Disaster Recovery Plan Activation:

- Yes, Full Activation
- Yes, Partial Activation (specify components: _____)
- Not at this time, monitoring situation

Authorization:

Incident Manager: _____

Signature: _____

Date/Time: _____

Disaster Recovery Coordinator: _____

Signature: _____

Date/Time: _____

F.2 Damage Assessment Form

NETWORK INFRASTRUCTURE DAMAGE ASSESSMENT

Assessment Team: _____

Assessment Date/Time: _____

Incident Reference Number: _____

Location Being Assessed: _____

Access Constraints:

- Road Closure
- Flooding
- Structural Damage
- Power Hazard
- Other: _____

Fixed Wireless Infrastructure Assessment:

Component	Status	Damage Desc.	Repair Priority	Est Repair Time
Towers	☐ Operational ☐ Damaged ☐ Destroyed			
Sector Antennas	☐ Operational ☐ Damaged ☐ Destroyed			
Backhaul Links	☐ Operational ☐ Damaged ☐ Destroyed			
Power Systems	☐ Operational ☐ Damaged ☐ Destroyed			
Cabling	☐ Operational ☐ Damaged ☐ Destroyed			
Enclosures	☐ Operational ☐ Damaged ☐ Destroyed			

Fiber Infrastructure Assessment:

Component	Status	Damage Desc.	Repair Priority	Est Repair Time
Fiber Cables	☐ Operational ☐ Damaged ☐ Destroyed			
Splice Enclosures	☐ Operational ☐ Damaged ☐ Destroyed			
Distribution Hubs	☐ Operational ☐ Damaged ☐ Destroyed			
Terminal Equipment	☐ Operational ☐ Damaged ☐ Destroyed			
Conduit Systems	☐ Operational ☐ Damaged ☐ Destroyed			

Required Repair Resources:

Resource Type	Quantity Needed	Currently Available	Procurement Method
Technical Staff			
Fiber Cable			
Splice Kits			
Wireless Equipment			
Power Systems			
Tools/Test Equipment			
Other _____			

Estimated Service Impact:

Customer Type	Number Affected	Estimated Restore Time
Critical Infrastructure		
Business Customers		
Residential Customers		

Additional Notes: _____**Assessment Completed By:** _____**Signature:** _____**Date/Time:** _____**Reviewed By:** _____**Signature:** _____**Date/Time:** _____**F.3 Recovery Status Report Template****RECOVERY STATUS REPORT****Incident Reference:** _____**Report Date/Time:** _____

Report Prepared By: _____

Current Recovery Phase:

- Initial Response
- Assessment
- Service Stabilization
- Primary Recovery
- Full Restoration
- Post-Incident Review

Overall Recovery Status:

- On Schedule
- Minor Delays
- Significant Delays
- Blocked (specify reason: _____)

Recovery Progress Summary:

Recovery Metrics:

Metric	Target	Current Status	Variance
Core Network Availability			
Fiber Routes Restored			
Wireless Site Operational			
Customers Restored			
Average Throughput			

Critical Issues and Blockers:

Issue	Impact	Resolution Plan	Owner	Target Resolution

Resource Status:

Resource	Allocated	Utilized	Additional Needed

Next 24-Hour Priorities:

1. _____
2. _____
3. _____

Customer Communication Status:

- Initial Notification Sent
- Regular Updates In Progress
- Restoration Notices Being Sent
- Post-Incident Communication Planned

Regulatory Reporting Status:

- Required Reports Submitted
- Updates Provided As Required
- Final Reports Pending
- Not Applicable

Additional Notes: _____**Next Report Due:** _____**Distribution List:** _____

F.4 After-Action Review Template

DISASTER RECOVERY AFTER-ACTION REVIEW

Incident Reference: _____

Incident Period: _____

Review Date: _____

Facilitator: _____

Participants: _____

Incident Overview:

Response Timeline:

Date/Time	Key Event	Actions Taken

Objectives Evaluation:

Recovery Objective	Target	Actual	Met (Y/N)
Core Network RTO			
Fiber Network RTO			
Wireless network RTO			
Customer Communications			
Regulatory Reporting			

What Went Well:

1. _____
2. _____
3. _____

What Could Be Improved:

1. _____

2. _____

3. _____

Root Cause Analysis:

Preventative Measures Identified:

1. _____

2. _____

3. _____

Plan Improvement Recommendations:

Recommendation	Priority	Responsible Party	Target Date

Resource Adequacy Assessment:

Resource	Adequate (Y/N)	Improvement Needed
Staff		
Equipment		
Spares inventory		
Documentation		
Training		
Third Party Support		

Customer Impact Analysis:

Customer Segment	Number Affected	Average Downtime	Business impact
Critical Infrastructure			
Business Customers			
Residential Customers			

Financial Impact:

Category	Estimated Cost
Equipment Replacement	
Staff overtime	
Contractor Fees	
Customer Credits	
Revenue Loss	
Other Costs	
Total Impact	

Documentation Updates Required:

- Disaster Recovery Plan
- Contact Lists
- Network Diagrams
- Inventory Records
- Training Materials
- Other: _____

Follow-up Actions:

Action Item	Responsible Party	Target Date	Status

Approval:**Review Lead:** _____**Signature:** _____**Date:** _____**Disaster Recovery Coordinator:** _____**Signature:** _____**Date:** _____