



## REQUEST FOR QUALIFICATIONS

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<b>Requesting:</b>	Qualification(s) For National Register of Historic Places Designation
<b>Issue Date:</b>	October 22 <sup>nd</sup> , 2021, 12:00 PM
<b>Proposals Due:</b>	November 9 <sup>th</sup> , 2021, 10:00 AM

The Village of Oswego will be accepting sealed qualifications for The National Register of Historic Places Designation until November 9<sup>th</sup>, 2021, at 10:00 AM local time.

Project Title: Request for Qualification for The National Register of Historic Places Designation  
Proposal No. 21-3000-007

Qualifications must be submitted electronically by email to [sgayle@oswegoil.org](mailto:sgayle@oswegoil.org) no later than 10 a.m. November 9<sup>th</sup>, 2021. All necessary documents are available on the Village's website, [www.oswegoil.org](http://www.oswegoil.org). Hard copy or faxed responses will not be accepted.

Bidders are advised of that all consultants must meet the Secretary of Interior's Historic Preservation Professional Qualifications Standards, 36 CFR Part 61 (see Appendix B).

Questions regarding this legal notice or the proposal package must be in writing and emailed directly to [sgayle@oswegoil.org](mailto:sgayle@oswegoil.org) prior to October 28, 2021 at 9:00 AM local time. Responses will be posted at [oswegoil.org](http://oswegoil.org) by November 3<sup>rd</sup>, 2021, at 12:00 PM local time.

The bidder shall at all times observe and conform to all federal, state, and Village laws, ordinances, and regulations, especially those which may, in any manner, affect the preparation of bids or the performance of the contract.

Shanel Gayle  
Purchasing Manager

## PROJECT SPECIFICATIONS

### 1. **Introduction**

The Village of Oswego, Illinois (population 34,933) is a suburban community located approximately 50 miles west of Chicago. The Village is seeking a consultant to complete a National Register of Historic Places nomination for a new historic district in the downtown.

### 2. **Background**

The Village of Oswego currently does not have any buildings on the National Register of Historic Places, but it does have three local landmarks. In 2009, the Village of Oswego hired Granacki Historic Consultants to conduct an intensive field survey of 603 properties in the Village. The purpose of this survey was to identify, document, and evaluate historic structures for their architectural significance in order to guide the Village's preservation planning, community development projects, and rehabilitation plans for individual buildings; it was also intended to help make recommendations for landmark designations, whether as individual Local or National Register landmarks, or as groupings that comprise a historic district. Three potential districts were identified in this 2009 survey, including a portion of Main Street in the downtown area.

Establishing a National Register Historic District in downtown Oswego is a project of significance. Historic preservation benefits the community as a whole, as well as the individuals who own and use historic properties. Many of our historic buildings downtown exist without any local protections and limited access to funding for needed repair and restoration work. Local resources, such as façade improvement grants, need to be completed in conjunction with State and Federal programs, including historic tax credits. Preservation, restoration, and rehabilitation of designated historic buildings is a key part of the Village's plan to revitalize our downtown, and boost the local economy.

The National Register staff of the Illinois State Historic Preservation Office, Illinois Department of Natural Resources, has determined that a portion of Main Street is eligible for Listing in the National Register (See attached Boundary Map).

### 3. **Scope of Work**

The Village of Oswego is seeking consultant qualifications for completion of the review and nomination of a historic district in our downtown to the National Register of Historic Places. Completion of all nomination forms, submission to the State Historic Preservation Office ("SHPO") in the Illinois Department of Natural Resources ("IDNR"), coordination with IDNR and SHPO, and presentations to review boards are also included in the scope of this project.

The Village Planner will serve as the Project Manager and will assist the consultant throughout the process. Staff and the Historic Preservation Commission will provide significant resources

such as the 2009 survey and building profiles, an updated properties inventory, property owner information, as well as research and archives available from the Oswego Heritage Association and Little White School Museum. Specific divisions of labor will need to be determined once a consultant has been selected.

The selected consultant is expected produce the materials outlined in and required by the Illinois National Register Submittal Policy, including the following:

- Completed National Register Application form;
- A site plan;
- GIS Map;
- One set of printed photographs;
- One CD/DVD with TIFF images;
- One CD/DVD with JPEG images;
- A copy of all submitted National Register Application materials including attachments; and
- A digital copy of all presentations and associated materials.

The consultant is required to present a PowerPoint presentation at the Illinois Historic Sites Advisory Council (IHSAC) meeting.

In addition, the consultant will conduct one public meeting to be held at the Oswego Historic Preservation Commission meeting, at least one month prior to the IHSAC meeting.

The nomination must receive SHPO/IHSAC approval.

**This project has received federal funds and requires compliance with all Federal, State, and local laws, rules, and regulations.**

#### **4. Project Budget**

The Village anticipates that the grant allocation for this project should not exceed \$15,000.00. Cost will be a final factor in determining the awarded consultant.

## GENERAL CONDITIONS

These General Conditions apply to all qualification submittals accepted by the Village, and become a part of the contract unless otherwise specified. Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. The Village assumes that submission of a proposal means that the Vendor has familiarized itself with all conditions and intends to comply with them unless noted otherwise.

### **1. Submittal of Qualifications**

All qualifications must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces and e-mailed to Shanel Gayle, Purchasing Manager at [sgayle@oswegoil.org](mailto:sgayle@oswegoil.org) before the submittal date and time. Submittals received via e-mailed or dropped off after the submittal time and date will be deemed incomplete and shall not be selected.

All proposals must include the following documents:

- A. Statement of Interest
- B. References
- C. Vendor Proposal Agreement

### **2. Contents for Statement of Interest**

The Village is seeking submissions from qualified candidates that address three (3) broad points. The selection committee will give careful consideration to each issue. Prospective teams are encouraged to be concise and submit only requested information. The qualifications submitted should address the following points:

#### **A. Consultant Qualifications**

Provide a biography describing the respondent members' individual qualifications and history, years in business, location(s), legal structure, ownership, organizational structure and key staff that would be committed to this project. Consultants must meet the Secretary of the Interior's Historic Preservation Professional Qualifications Standards, 36 CFR Part 61 (See Appendix B). Consultants with historic preservation experience preferred.

#### **B. Prior experience**

Provide examples of the consultant's previous experience with comparable projects. Examples should emphasize projects that are similar in scope. Include descriptive information such as the characteristics of these projects, the scope of the consultant's involvement and location of the project. Follow Selection Criteria.

#### **C. References**

Provide a list of at least three (3) current references that have relevant knowledge concerning the consultant's ability to conduct such a survey. Names, affiliations, addresses, current telephone

numbers and email addresses of all references must be provided.

### **3. Selection Criteria**

Consultants submitting proposals should:

#### **A. Demonstrate relevant experience**

Respondents should provide evidence of having overseen comparable projects.

#### **B. Exhibit commitment to historic preservation**

Respondents are asked to demonstrate their understanding of the concepts and their willingness to carry out this project in a way that meets the Village's objectives as well as the objectives of the Illinois Department of Natural Resources, State Historic Preservation Office and the United States Department of Interior. Prior experience with historic preservation will be viewed positively.

#### **C. Indicate financial wherewithal**

Respondents should provide verification of their financial ability to develop such a project. Financial information need not be overly explicit, but sufficient for the Village to ascertain whether the consultant is capable in this regard.

### **4. Examination of Forms, Specifications, and Site**

The Vendor shall carefully examine the proposal forms, which may include the request for qualifications, instruction to bidders, general conditions, special conditions, plans, specifications, proposal form, bond, contract, and any addenda to them, and sites of the proposed work (when known) before submitting the proposal. The Vendor shall verify all measurements relative to the work, shall be responsible for the correctness of the same. The Vendor will examine the site and the premises and satisfy themselves as to the existing conditions under which the Vendor will be obligated to operate. Failure of the Vendor to notify the Village in writing of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified will be construed as meaning no such conditions exist and the Vendor is fully able to perform the work necessary to complete the tasks outlined in this document.

The submission of the proposal shall be considered conclusive evidence that the Vendor has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to character, quality, quantities, and costs of work to be performed and materials to be furnished, and as to the requirements of the proposal forms. If the proposal is accepted, the Vendor will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and the Village shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.

### **5. Request for Qualifications Project Schedule**

- **October 22, 2021:** Issue Request for Qualifications.
- **October 28, 2021:** Deadline for questions.
- **November 3, 2021:** Addendum published
- **November 9, 2021:** Request for Qualifications due.
- **December 3, 2021:** Preferred vendor selected based on qualifications

- **December 2021:** RFQ Awarded and Project Initiation
- **March 2022:** A first draft of the Nomination will be submitted to IDNR SHPO NRHP staff for review and comment no less than 90 days prior to the June 24, 2022, IHSAC meeting. The NR staff will determine whether the draft is sufficient for the June 24, 2022, IHSAC meeting.
- **June 2022:** The goal is to have the Nomination reviewed at the June 24, 2022, meeting of the Illinois Historic Sites Advisory Council.
- **Post-Illinois Historic Sites Advisory Council Meeting:** The consultant will make any revisions recommended by IHSAC in a timely fashion. The State Historic Preservation Officer will nominate the Downtown Oswego Historic District to the National Register of Historic Places; to the Keeper of the National Register, Washington, D.C. once NR staff determines the nomination is sufficient.
- If the nomination is returned by the Keeper of the National Register, and it is determined by the NR staff that the recommendations by the Keeper can be met, the consultant will make the necessary revisions.
- Oswego HPC submits completion report to SHPO.

## 2. Work Schedule

The Vendor shall complete the work required as soon as practicable. The only exception to this requirement will be extenuating circumstances as may be accepted by the Village. Requests for exceptions due to extenuating circumstances must be made in writing to the Village within 48 hours of the occurrence. The Village's decision on extenuating circumstances will be final.

Subsequent to the award of the contract, at the commencement of weather conducive to providing these services, a notice to proceed shall be issued. The Vendor shall commence work as soon as possible thereafter.

Work will not be permitted on Sunday or the following legal holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve, ½ Day (afternoon)
Christmas Day	

## 3. Equipment

All Equipment required to perform the contract is the sole responsibility of the Vendor.

## 4. Injury to Property

In case any direct or indirect damage is done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Vendor, his employees or agents, the Vendor shall, at his own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise restoring, as may be required by the Village, or shall

make good such damage in a satisfactory manner. In case of failure on the part of the Vendor to promptly so restore or make good such damage, the Village may, upon 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due to become due to the Vendor under the Contract; or the Village Administrator may deduct from any monies due to the Vendor a sum sufficient, in the judgment of the Village, to reimburse the owners of the property so damaged.

## **5. Decisions and Explanations by Village**

The Village shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretations of any or all plans relating to the work and of the specifications, and all questions, as to the acceptable fulfillment of the Contract on the part of the Vendor; and the Village shall determine the amount and quantity of the several kinds of work performed and materials which are to be paid for under the Contract, and such decision and estimate shall be final and conclusive, and such estimate, in case any questions shall arise, shall be a condition precedent to the right of the Vendor to receive any money due under the Contract. Any doubt as to the meaning of any of the provisions of the specifications, Contracts, or plans will be interpreted by the Village. The decision of the Village will be final.

## **6. Additional Information Request**

Questions regarding this RFQ and specific questions regarding the specifications in this RFQ can be emailed to Shanel Gayle, Purchasing Manager, at [sgayle@oswegoil.org](mailto:sgayle@oswegoil.org). Answers will be provided in writing to all potential Vendors. No oral questions will be answered and no oral comments will be made to any Vendor as to the meaning of the RFQ, the Specifications, or other contract documents. Vendors will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Vendor should have been aware of, and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Vendor or relieve him from fulfilling any of the conditions and obligations set forth in the Proposal and other contract documents. Before the proposals are opened, all modifications or additions to the RFQ documents will be made in the form of a written Addendum issued by the Village. Any Addendum issued will be posted on the Village's website. In the event of a conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Vendor shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the Proposal quotation. Failure of a Vendor to include a signed formal Addendum in its Proposal quotation shall deem its quotation non-responsive, provided, however, that the Village may waive this requirement in the Village's sole discretion.

## **7. Conditions**

The Vendor is responsible for being familiar with all conditions, instructions, and documents governing this project and the terms of this RFQ. Failure to make such investigation and preparations shall not excuse the

Vendor from the performance of the duties and obligations imposed under the terms of this contract. The Vendor acknowledges that local ordinance permits the Village to give preference to local businesses.

- A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This Proposal cannot include any amounts of money for these taxes.
- B. To be valid, the Proposals shall be itemized so that selection for purchase may be made, there is included in the price of each unit the cost of delivery (FOB Destination).
- C. All Proposals shall be good for sixty (60) days from the date of the Proposal opening.

Vendors shall be required to comply with all applicable federal, state and local laws, including those relating to the employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin, or religious creed. Venders may also be subject to state or federal prevailing wage laws, and is solely obligated to ensure compliance with such laws.

## **8. Evaluation Selection**

Qualifications will be evaluated by a selection committee made up of Village staff. The recommendation for the successful Vendor may be based on the following criteria, though the weight of each consideration listed in the Award of Qualifications, Selection Criteria and Statement of Interest.

## **9. Award of Qualifications**

The Village reserves the right to reject any or all qualification proposals or packages and to waive any informality or technical error and to accept any proposal in the sole discretion of the Village.

- A. Any work not specifically mentioned in the Schedule that is necessary and required to completethe Project intended shall be done incidentally to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Vendor shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
- B. All awards made are final determinations of the Village.
- C. The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.
- D. Village will consider:
  - Ability, capacity, and skill to fulfill the contract as specified.
  - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
  - Character, integrity, reputation, judgment, experience, and efficiency.
  - Quality of performance on previous contracts.
  - Previous and existing compliance with laws and ordinances relating to the contract.
  - Sufficiency of financial resources.
  - Quality, availability, and adaptability of the commodities, services or construction, in relation to the Village's requirements.
  - Ability to provide future maintenance and service under the contract.
  - Record of payments for taxes, licenses or other monies due to the Village.
  - Selection Criteria
  - Statement of Interest



## **10. Rejection of Qualifications**

- A. The Village reserves the right to cancel request for qualifications, with or without notice, for any reason, and without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The Village reserves the right to reject any or all submittals, to waive any minor informality or irregularity in any submittal, to negotiate changes and/or modifications with the lowest responsible Vendor and to make an award to the response deemed to be the most advantageous to the Village.
- C. Any Proposal not conforming to the specifications or requirements set forth by the Village in the Proposal request may be rejected.
- D. Proposals may also be rejected if they are made by a Vendor that is deemed non-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment, or labor.

## **11. Equal Opportunity**

The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, or handicap unrelated to bona fide occupational qualifications.

## **12. Non-Discrimination**

The Vendor, its employees, and subcontractors agree not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

## **13. Execution of Documents**

The Vendor, in signing the Proposal on the whole or any portion of the work, shall conform to the following requirements:

- A. Proposals shall be signed by the Vendor. If the Vendor is a corporation, the proposal shall bear the name of the corporation, and shall be signed by an officer authorized to bind the corporation, and be sealed with the corporate seal.
- B. Proposals that are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the Proposal, executed by the partners.
- C. Proposals received from any listed Vendor in response to an invitation for proposals shall be entered on the abstract of Proposals and rejected. Proposals, quotations, or offers received from any listed Vendor shall not be evaluated for an award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the Village may, but is not required to, consider such proposals, quotations, or offers.

## REFERENCES

Enter below current business references for whom you have performed work similar to that required by this proposal.

### Reference No. 1

---

*Business Name*

---

*Address*

*Village, State, Zip Code*

---

*Contact Person*

*Telephone Number*

---

*Dates of Service*

*Nature of Work*

### Reference No. 2

---

*Business Name*

---

*Address*

*Village, State, Zip Code*

---

*Contact Person*

*Telephone Number*

---

*Dates of Service*

*Nature of Work*

### Reference No. 3

---

*Business Name*

---

*Address*

*Village, State, Zip Code*

---

*Contact Person*

*Telephone Number*

---

*Dates of Service*

*Nature of Work*

VENDOR PROPOSAL AGREEMENT

TO:

Village of Oswego  
100 Parkers Mill  
Oswego, IL 60543

Project: National Register of Historic Places Designation

The undersigned Vendor, in compliance with your advertisement for Proposals for work as specified, and related documents prepared by or at the direction of the Village of Oswego, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, do hereby propose to furnish materials, labor, equipment, and services and pay for same and shall perform all work required for the completion of the project, in accordance with the Contract documents and at the price provided.

Vendor certifies this Proposal to be for the project described above to be in accordance with plans, specifications, and contract documents, included in the Request for Proposal packet.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Vendor. Any claims for an increase of the Contract time shall be made in writing to the Village within seven (7) days of the cause.

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*Company Name*

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*Address* *Village, State, Zip Code*

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*Phone Number* *Email Address*

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*Printed Name of Authorized Representative* *Title*

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*Signature of Authorized Representative* *Date*

## APPENDIX A        RESOURCES

LIST OF RESOURCES AND EQUIPMENT AVAILABLE TO CONSULTANT TO COMPLETE THE APPLICATION FOR A LISTING OF A DOWNTOWN HISTORIC DISTRICT ON THE NATIONAL REGISTER AVAILABLE AT VILLAGE HALL.

1. Multiple page color copier and scanner to 11 x17 and Wi-Fi
2. Research assistance by Village Staff, the Oswego Heritage Association, and the Oswego Historic Preservation Commission.
3. Geographic Information Systems (GIS)
4. Oswego Heritage Association Archives including historic photographs
5. 2009 Architectural Resources Summary and Inventory (Historic Preservation Survey)
6. Detailed property sheets for individual buildings
7. Updated historic properties inventory
8. Property owner information
9. 1957 Zoning Map
10. 2020 Zoning Map
11. 1939 Aerial Map
12. Sanborn Maps from 1885, 1892, 1898, and 1905

APPENDIX B      PROFESSIONAL QUALIFICATIONS STANDARDS – 36 CFR PART 61

In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

**A. History.** Minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

- (1.) At least two years of full-time experience in research, writing, teaching, interpretation or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institution; or
- (2.) Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

**B. Archeology.** Minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

- (1.) At least one year of full-time professional experience or equivalent specialized training in archeological research, administration or management.
- (2.) At least four months of supervised field and analytic experience in general North American archeology; and

(3.) Demonstrated ability to carry research to completion.  
(In addition, to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.)

**C. Architectural history.** Minimum professional qualifications in architectural history are graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history; or a bachelor's degree in the above specialties or closely related field plus one of the following:

- (1.) At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
- (2.) Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

**D. Architecture.** Minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time professional experience in architecture; or a state license to practice architecture.

**E. Historic Architecture.** Minimum professional qualifications in historic architecture are a professional degree in architecture or State license to practice architecture, plus one of

the following:

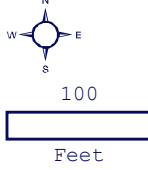
- (1.) At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
- (2.) At least one year of full-time professional experience on historic preservation projects. Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specification for preservation project.

APPENDIX C PROPOSED HISTORIC DISTRICT BOUNDARY MAP

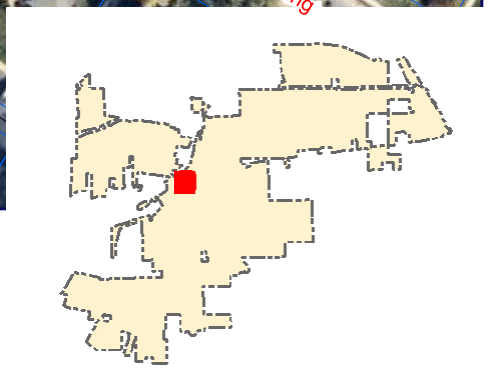
# Proposed Downtown Oswego Historic District Map



Date Printed: 2/17/2021



The requested map will be created for study purposes only. Please refer to the official recorded plats or deeds for the actual legal descriptions and property dimensions. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by the Village of Oswego or its employees. This work is protected by the United States Copyright Act of 1976 (17 U.S.C. Sec 101 et seq). You are not permitted to use and/or reproduce any part of a copyrighted work of the Village of Oswego in violation of Federal Copyright Law. Doing so may result in prosecution under such law. If you wish to use property in which the Village of Oswego owns a copyright, you must obtain written permission through the Community Development Department in the Village of Oswego, located at 100 Parkers Mill, Oswego, Illinois 60543.



Overview



APPENDIX D

RESOLUTION NO. 21-R-69 INTERGOVERNMENTAL GRANT  
AGREEMENT BETWEEN THE STATE OF ILLINOIS  
DEPARTMENT OF NATURAL RESOURCES AND THE VILLAGE  
OF OSWEGO.

**RESOLUTION NO. 21 - R - 69**

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**INTERGOVERNMENTAL GRANT AGREEMENT  
BETWEEN THE STATE OF ILLINOIS DEPARTMENT OF NATURAL RESOURCES AND  
THE VILLAGE OF OSWEGO**

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**WHEREAS**, the Village of Oswego ("Village") has a population of more than 25,000 and is therefore a 'Home Rule Unit' under the 1970 Illinois Constitution; and

**WHEREAS**, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

**WHEREAS**, the Village Oswego ("the Village") has applied for a Certified Local Government grant through the State Historic Preservation Office, for the National Historic District project; and

**WHEREAS**, the Village's request for such historic district has been recommended by the State Historic Preservation Office; and

**WHEREAS**, the Village of Oswego hired Granacki Historic Consultants in 2009 to conduct an intensive field survey of 603 properties in the Village, the purpose of which was to identify, document, and evaluate historic structures for their architectural significance in order to guide the Village's preservation planning and to make recommendations for local and national landmark designations and potential historic districts; and

**WHEREAS**, the aforementioned survey identified three potential historic districts, one being a portion of downtown on Main Street:

**WHEREAS**, the Village and the Department of Natural Resources have agreed on the Intergovernmental Agreement ("IGA"), attached hereto as Exhibit A, that will guide the grant assistance to be provided by the Department of Natural resources;

**WHEREAS**, it is in the best interest of the Village of Oswego to approve the agreement substantially in the form attached hereto marked as "Exhibit A".

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS,**  
as follows:

**SECTION 1. INCORPORATION OF RECITALS**

That the recitals set forth above are incorporated here by reference.

**SECTION 2. APPROVAL OF AGREEMENT**

The Village of Oswego supports the Certified Local Government grant program and hereby authorizes the Village Administrator to execute the Intergovernmental Agreement attached hereto as Exhibit "A" ("IGA"); and

Pursuant to the provisions of the IGA, the Village Board accepts the offer of up to \$19,000 of reimbursable federal funds from the State of Illinois and recognizes that these funds are provided for the purpose of hiring a consultant to conduct a National Register Historic District Nomination; and

Pursuant to the provisions of the IGA, the Village Board agrees to a 27% match of the total project cost with staff time.

**SECTION 3. REPEALER**

All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed to the extent of the conflict.

**SECTION 4. SEVERABILITY**

This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

**SECTION 5. EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 7<sup>th</sup>, day of September 2021.

TOM GUIST	<u>AYE</u>	TERRY OLSON	<u>AYE</u>
KIT KUHRT	<u>AYE</u>	JENNIFER JONES SINNOTT	<u>AYE</u>
JAMES MARTER	<u>AYE</u>	BRIAN THOMAS	<u>AYE</u>

**APPROVED** by me, Troy Parlier, as President of the Village of Os\,vego. Kendall and Will Counties, Illinois. this 7<sup>th</sup> day of September, 2021.

TROY PARLIER, VILLAGE PRESIDENT

  
Tina Touchette, Village Clerk

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF KENDALL    )     SS

**CLERK'S CERTIFICATE**  
**(RESOLUTION)**

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

**INTERGOVERNMENTAL GRANT AGREEMENT  
BETWEEN THE STATE OF ILLINOIS DEPARTMENT OF NATURAL RESOURCES AND  
THE VILLAGE OF OSWEGO**

\\hich Resolution was duly adopted by said Board of Trustees at a meeting held on the 7<sup>th</sup> day of September 2021. and thereafter approved by the Village President on the 7<sup>u</sup>, day of September 2021.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this gu, day of September 2021.

*Tina Touchette*

\_\_\_\_\_  
Tina Touchette, Village Clerk  
Village of Oswego



INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, Department of Natural Resources
AND
Village of Oswego

The Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield Illinois 62702-1271, and Village of Oswego (Grantee), with its principal office at 100 Parkers Mill, Oswego 1160543 and payment address (if different than principal office) at 100 Parkers Mill, Oswego 1160543 hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE -THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number: SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 945811698 is Grantee's correct DUNS Number, that 366006036 is Grantee's correct UEI, if applicable, that 366006036 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

1.2. Amount of Agreement. Grant Funds (check one) shall not exceed or D are estimated to be \$\_19,000\_ of which \$\_19,000\_ are federal funds. Grantee agrees to accept Grantor's payment as specified in

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the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is n/a, the federal awarding agency is NPS, and the Federal Award date is n/a. The Catalog of State Financial Assistance (CSFA) Number is 422-50-1655. The State Award Identification Number is 1655-27017.

1.4. Term. This Agreement shall be effective upon signed execution by the Director of Natural Resources and shall expire September 30, 2022, unless terminated pursuant to this Agreement.

1.5. Certification. 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 shall 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 shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

[GRANTOR NAME]

By: \_\_\_\_\_
Signature of [Head of Grantor], [Title]
By: \_\_\_\_\_
Signature of Designee
Date: \_\_\_\_\_
Printed Name: Colleen Callahan
Printed Title: Director of Natural Resources

Designee

By: \_\_\_\_\_
Signature of First Other Approver, if Applicable
Date: \_\_\_\_\_
Printed Name: \_\_\_\_\_
Printed Title: \_\_\_\_\_

Other Approver

By: \_\_\_\_\_
Signature of Second Other Approver, if Applicable
Date: \_\_\_\_\_
Printed Name: \_\_\_\_\_
Printed Title: \_\_\_\_\_

Second Other Approver

[GRANTEE] /) # ,

By: \_\_\_\_\_
Signature of Authorized Representative
Date: 11 / - : ... !
Printed Name: TUPY VILLAGE PRESIDENT
Printed Title: VILLAGE PRESIDENT
E-mail: tparlier@oswegoil.org

**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of a jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 111. Admin. Code 7000.40(c)(1)(A).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.



**ARTICLE III  
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

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

"Assistance Listings" has the same meaning as in 2 CFR 200.1.

"Assistance Listing Number" has the same meaning as in 2 CFR 200.1

"Assistance Listing Program Title" has the same meaning as in 2 CFR 200.1.

"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.

"Budget Period" has the same meaning as in 2 CFR 200.1.

"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 the 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.

"Consolidated Year-End Financial Report" or "CYEFR" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

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

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

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

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"DUNS Number" means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

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

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"Generally Accepted Accounting Principles" or "GAAP" has the same meaning as in 2 CFR 200.1.

"GOMB" means the Illinois Governor's Office of Management and Budget.

"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.

"Improper Payment" has the same meaning as in 2 CFR 200.1.

"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.

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

"Nonprofit Organization" has the same meaning as in 2 CFR 200.1.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"OMB" 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 2 CFR 200.1.

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

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

"Program" means the services to be provided pursuant to this Agreement.

"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" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (I)(C)(I).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

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

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee or to subrecipients by SAM.

**ARTICLE IV  
PAYMENT**

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 the 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 shall 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 Section 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 the 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 the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

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

4.5. Payments to Third Parties. Grantee agrees that Grantor shall 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 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 the 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. Grantee shall be paid 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 shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall 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 **PART TWO**, **PART THREE** or **Exhibit** — 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 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 sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

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 shall be 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 GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall 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. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI**

**BUDGET**

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. 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 shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall 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. Discretionary and Non-discretionary Line Item Transfers. Discretionary and non-discretionary line item transfers may only be made in accordance with 2 CFR 200.308 and 44 Ill. Admin. Code 7000.370. Neither discretionary nor non-discretionary line item transfers may result in an increase to the total amount of Grant Funds in the Budget unless Prior Approval is obtained from Grantor.

6.4. 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.

**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 shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees 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(d).

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

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal 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 the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(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 shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A Grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% 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. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

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7.5. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. 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 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 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 should 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 entity's organization (Paragraphs 7.4 through 7.5).

(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 G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall 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 grant, 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 should 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 Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Effective control and accountability must be maintained 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.

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(d) **Budget Control.** Records of expenditures must be maintained 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 shall 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.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **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).

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

**ARTICLE VIII  
REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications 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 (30 ILCS 500/50-5).

(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 1961 (720 ILCS S/33E-3 or 720 ILCS S/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, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (S ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and 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 them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).



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(g) **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), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** 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 shall 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 it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41USC 8102.

(i) **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.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order 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.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, 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 (See 30 ILCS 708/25(6)(G)).

(l) **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.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall 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 Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, 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 Program 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.

(n) **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 shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent 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. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS

500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(u) **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 sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

## **ARTICLE IX CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, 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.

## **ARTICLE X UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant 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, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44

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III. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1*et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101*et seq.*); and

(f) The Age Discrimination Act (42 USC 6101*et seq.*).

**ARTICLE XI  
LOBBYING**

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment {31 USC 1352}, if applicable.

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

11.3. 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 shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

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

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix 11(1) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

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11.6. 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 shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

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

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

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. 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 shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.329 and 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE XIII  
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1et seq.; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Granter. 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 will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Granter, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Granter, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

#### ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Granter. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO, PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Granter shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Granter, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. *See* 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. 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. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Granter contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit E**. See 2 CFR 200.301 and 200.210.

**ARTICLE XV  
AUDIT REQUIREMENTS**

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

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The 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 Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more 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)(l) 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, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, 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 G** based on the Grantee's risk profile.

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(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, 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 shall 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 Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 1S.3(a) and 15.3(b)(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) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, 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 Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5. Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XVI**

**TERMINATION; SUSPENSION; NON-COMPLIANCE**

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. 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).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(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,

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application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

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

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. 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 determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. 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 shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. 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 of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall 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:

(i) Grantor expressly authorizes them in the notice of suspension or termination;  
and

(ii) The costs result from obligations properly incurred before the effective date of



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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. 2 CFR 200.343.

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

**ARTICLE XVII  
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XVIII  
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall 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).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX  
STRUCTURAL REORGANIZATION**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees 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 agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and 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. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO or PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX  
AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI  
CONFLICT OF INTEREST**

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

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used 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 the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). 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, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII  
EQUIPMENT OR PROPERTY**

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. 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 which cost 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 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within 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. The Grantee shall 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.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, 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 XXIII  
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. 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 Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to

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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]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to 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 to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV  
INSURANCE**

24.1. Maintenance of Insurance. Grantee shall 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**.

24.2. 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 shall be surrendered to Grantor.

**ARTICLE XXV  
LAWSUITS**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will 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 will be required to 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 shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. 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 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 shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI  
MISCELLANEOUS**

26.1. 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 Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or

high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A** through **§, PART TWO. PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

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

26.5. 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.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act 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.

26.8. Applicable Law: Claims. This Agreement and all subsequent amendments thereto, if any, shall be 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.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall 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)).

26.12. 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 shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the

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event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(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.

26.13. 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 shall control. 30 ILCS 708/80.

26.14. Headings. Article 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.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be 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 shall be deemed original for all purposes.

26.17. 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, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the 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 XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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**EXHIBIT A**

**PROJECT DESCRIPTION - All application materials and budgets are incorporated here by this reference.**

**Program Description**

The Certified Local Government (CLG) matching grants program provides funding for participating city and county governments in Illinois to develop and sustain effective local preservation programs and projects that are critical to preserving local historic resources. The Illinois Department of Natural Resources (IDNR) is required to subgrant at least ten percent (10%) of Illinois' annual federal allocation of National Park Service (NPS) Historic Preservation Fund (HPF) to participating CLGs.

**Scope of Work - Updating the Historic Survey and completing the National Register Nomination application**

Establishing a National Register Historic District in downtown Oswego is a long-standing priority of the Village. Historic preservation benefits the community as a whole, as well as the individuals who own and use historic properties. Many of our historic buildings downtown exist without local protections and limited access to funding for much needed repairs and restoration work. Local resources like facade improvement programs need to be completed with State and Federal ones like historic tax credits. Preservation, restoration, and rehabilitation of these buildings is a key part of a comprehensive plan to revitalize our downtown and boost the local economy. The following describes the principal objectives of the proposed historic district designation:

**1. To ensure the preservation of architecturally and historically significant structures.**

Many historic structures in Oswego have been altered or demolished, and many of these were architecturally and/or historically significant. If this continues unabated, the overall character and historic quality of the community will be irreversibly changed for the worse. Historic buildings are an important part of what makes Oswego an attractive place to live, therefore definite actions must be taken to preserve the most significant historic structures.

**2. To heighten public awareness of the richness of the historic architectural resources in Oswego**

Residents can appreciate how the Village of Oswego has developed since its founding as well as contributed to the overall development of the Chicago metropolitan area by becoming aware of and understanding local architecture and history. This can include knowledge of the architecturally and historically significant buildings around them. Recognizing the downtown area as a National Historic District will be a valuable resource when creating educational programming, books, articles, additional walking, bus, and bike tours, and exhibitions.

**3. To assist individual property owners in maintaining and improving their properties and to provide economic incentives for preservation and help revitalize our downtown.**

Many owners of historic properties may not realize the historic features that make their buildings special. In some cases, this has led to inappropriate modernizations that remove or hide character defining features. This historic district designation will assist property owners in identifying and preserving their building's significant features. With National Register designation, an owner of a historic property who restores or rehabilitates their building may be eligible for certain financial incentives.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

In order for the costs to be eligible for funding, the project must not be initiated, and costs shall not be incurred, prior to the time the Department approves the grant agreement. This grant shall not be used to reimburse an applicant for any costs incurred prior to the execution of the grant agreement.

**Publications** --All publications must have prior written approval by the Department before publication. If written approval by the Department is not given, all costs pertinent to the publication may be disallowed.

**Acknowledgement** --Any and all publications of any type produced through this grant, including audio-visual materials, must bear the Department logo and acknowledgment. All meetings, publications, and products must acknowledge the NPS and include required Civil Rights, ADA, and Equal Rights language or bulletins per the instructions in the Grant Manual.

**Progress Reporting** -- Reports Summarizing activity and expenditures are due quarterly or monthly, on the 10<sup>th</sup> day of the month, beginning the month following the grant award date, and continuing through completion of the project.

**Timeline** - Grantees must submit a revised a timeline of project milestones, with dates not to precede the starting date or completion date as set forth in the grant agreement.

**Products** -- Both interim (draft) and final products must be approved by the Grantor. Those which do not conform to the terms and conditions of this grant agreement or which do not meet the Secretary of the Interior's Standards must be corrected within the grant term or the Grantee will not be reimbursed.

**Copyright, Patents, Trademarks** -- No work produced under this Agreement shall become in whole or in part the subject of any application for copyright, patent, or trademark. Products and reports produced under this Agreement shall become the property of the State of Illinois', including any rights that otherwise might be available to the Grantee under copyright, patent, and trademark laws. Grantee specifically agrees that the compensation provided for hereunder also includes such rights to the State.

**Intensive Survey Grant** -- All grant-funded survey Projects must be conducted by a qualified professional architectural historian, historian, historical archaeologist, or architect who meets the Professional Qualifications Standards listed in this manual and has completed survey projects that have met the Secretary of the Interior's Standards. Applicants should work closely with the IDNR SHPO's Survey staff in planning and executing CLG grants. An Intensive Survey thoroughly inspects, documents, and identifies all historic resources in a particular geographical area or theme that are more than 45 years old. Intensive Survey Reports must contain the following:

- Introduction explaining the nature of the survey, its extent, and the acreage and number of buildings surveyed. It should include a short description of previous surveys undertaken in the community by federal, state, or local governments, or private agencies, organizations or individuals.
  - Description of the survey methodology and the relevant NRHP evaluation criteria, local landmark criteria, and integrity thresholds for designation. Discuss what information (i.e., chain of title, architectural plans, etc.) is missing from current and previous surveys, and make suggestions about future information gathering. Intensive surveys often have "data gaps" in descriptions, contexts, and chains of ownership, but those gaps should be noted.
  - Detailed description of the historic context of the survey area or theme, including a general history of the surveyed area, the larger community, or county (where applicable). The context explains the important themes of history and physical patterns in the development of specific survey areas and should include a full description of the various characteristics that give the area its identity, including architectural styles, materials, building types, street patterns, topography and land use.
- Overall map of the community with the survey area identified
- Detailed map or maps of the survey area showing the location of individual properties. This may be done by mapping the address for every resource or by establishing the range of addresses by block.
- Tabulation of the number of resources investigated, the number of resources 45 years old or older, and the number of primary and secondary buildings, outbuildings, structures, and objects in the survey area.



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- Evaluation of the potential for individual or historic district NRHP designation and local landmarks, and any other applications of the survey data. Include general information on the condition and potential future preservation of the resources, impacts/threats assessment, losses, needs assessment, and strategies/priorities for resource preservation.  
Bibliography of sources consulted  
Completed Inventory Forms with photographs, a description, construction date, architect and/or builder (if available), physical changes, historical information, and a NRHP evaluation of the property. The Inventory Form to be used on all CLG Grant funded Survey Projects must be approved by SHPO staff before commencing work.

At the completion of the Project, grantees must submit a copy of the final Survey Report (on one searchable PDF) and a copy (PDF) of the Inventory Forms with photographs saved on a jump drive, CD or DVD. The federal funding and non-discrimination statement (found on page 23 of this manual), must be included towards the beginning of the Final Survey Report.

EXHIBIT C

PAYMENT

Grantee shall receive \$ 19,000 under this Agreement. Match shall be \$7,000.

**Grant Reimbursement**

**Admin Code 4110.20**

(f) Claims for reimbursement must be submitted to the Department of Conservation by the sponsors of approved projects. Each project is assigned a project period by the Heritage Conservation and Recreation Service during which all claims for reimbursement must be submitted to the Department of Conservation. Claims for costs incurred prior to, or after the project period, are not eligible for reimbursement. The following is information which must be submitted with a claim for reimbursement:

- 1) One copy of each invoice (bill) received for work accomplished and one copy of each canceled check as evidence of payment attached to the completed billing summary form.
- 2) For all material purchases, purchase orders and/or invoices and corresponding canceled checks shall be submitted.

**(30 ILCS 708/520)**

**Sec. 520. Separate accounts for State grant funds.**

Notwithstanding any provision of law to the contrary, all grants made and any grant agreement entered into, renewed, or extended on or after the effective date of this amendatory Act of the 100th General Assembly, between a State grant-making agency and a nonprofit organization, shall require the nonprofit organization receiving grant funds to maintain those funds in an account which is separate and distinct from any account holding non-grant funds. Except as otherwise provided in an agreement between a State grant-making agency and a nonprofit organization, the grant funds held in a separate account by a nonprofit organization shall not be used for non-grant-related activities, and any unused grant funds shall be returned to the State grant-making agency. (Source: P.A. 100-997, eff. 8-20-18.)

EXHIBIT D

CONTACT INFORMATION

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

Name: Jon L. Pressley MA.  
Title: Certified Local Governments Program Coordinator  
Address: 1 Old State Capitol Plaza  
Address: Springfield, Illinois, 62701  
Phone: 217-785-5730 217-299-4878  
TTY#: \_\_\_\_\_  
Fax#: \_\_\_\_\_  
E-mail Address: Jon.L.Pressley@Illinois.gov

**GRANTEE CONTACT**

Name: N. J. ...  
Title: PL ... Anntk  
Address: 100 Pl'h?:1<...lt-S wltU-  
Address: (Sl...t& Q-. 1L o5Dlo  
Phone: lo 0 - '55 I - d-- d-  
TTY#: \_\_\_\_\_  
Fax#: \_\_\_\_\_  
E-mail Address: n 7. ine Q ostv o'd. o  
Additional Information: \_\_\_\_\_

**GRANTOR - GRANT ADMINISTRATOR CONTACT**

Name: Susan Duke  
Title: Grant Administrator  
Address: One Natural Resources Way  
Address: Springfield Illinois 62702  
Phone: 217-785-4416  
TTY#: \_\_\_\_\_  
Fax#: 217-785-2438  
E-mail Address: susan.duke@illinois.gov

**EXHIBIT E**

**PERFORMANCE MEASURES**

At the completion of the Project, grantees must submit a copy of the final Survey and National Register Application (on one searchable PDF) with photographs, saved on a jump drive, CD or DVD.

**EXHIBIT F**

**PERFORMANCE STANDARDS**

This is a reimbursement grant. Terms for reimbursement are enumerated in the Certified Local Government Program Matching Grants and Application Guidelines (FFY2021) and include the submittal of the completed project, progress reports, fiscal forms, and Completion Report. The CLG Grant Completion Report has both a Narrative and a Financial Portion. Prior to the end of the Project Period (September 30, 2022), the Grantee shall email the report to [DNR.Grants@illinois.gov](mailto:DNR.Grants@illinois.gov).

The Narrative Portion is comprised of:

- Complete description of the Project and its components;
- Assessment of the degree of success achieved by the Project;
- Description of all promotional and publicity activities involved in the Project, if any. Include relevant newspaper articles, handouts, news releases, etc.;
- Resumes for the principal individuals engaged in the Project;
- Discussion of any problems encountered in the implementation of the Project and their resolutions;
- Digital files of Project publications, including brochures, guidebooks, newsletters, planning documents, video recordings, etc. For Survey Projects, follow the submission requirements in the Guidelines.

The Financial Portion consists of:

- Completed and signed Forms 1 through 5 (See grant manual attachment)
- Relevant documentation that supports each form, as required, such as payroll statements and donor valuations;

**EXHIBIT G**

**SPECIFIC CONDITIONS**

ICQ Section: 02-Quality of Management System (2 CFR 200.302)  
Conditions: Requires more detailed reporting;  
Risk Explanation: Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.  
How to Fix: Implementation of new or enhanced system, mitigating controls or a combination of both.  
Timeframe:  
One year.

ICQ Section: 03-Financial and Regulatory Reporting (2 CFR 200.327)  
Conditions: Requires more detailed reporting;  
Risk Explanation: Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.  
How to Fix: Implementation of new or enhanced system, mitigating controls or a combination of both.  
Timeframe:  
One year.

ICQ Section: 06-Audit (2 CFR 200.500)  
Conditions: Requires desk review of the status of implementation of corrective actions;  
Risk Explanation: Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.  
How to Fix: Completion of corrective action plan implementation.  
Timeframe: When corrective action is complete.

**PART TWO -THE GRANTOR-SPECIFIC TERMS**

27.1 The Project Period begins when the Grantee and IDNR sign the Grant Agreement and ends September 30, 2022. The Project must begin within a reasonable time after the signed Grant Agreement, not to exceed six months after the proposed start date, unless good cause precludes this requirement. All CLG Grant funded work must be completed, and all funds expended by the end date of the Project Period.

**27.2 DRAFT SUBMISSION FOR REVIEW AND COMMENT**

All Projects receiving CLG Grant funding must be periodically submitted to the SHPO for review and comment.

For instance, drafts of brochure text, survey contexts, planning documents, etc., must be submitted for comment at reasonable benchmarks along their development. Final draft of all Project publications must receive SHPO approval before they are printed. Failure to submit for review in a timely manner may result in non-payment of the CLG Grant.

**27.3 PROGRAM STANDARDS AND PROFESSIONAL QUALIFICATIONS**

As mentioned in the "Preparing to Apply" section of this manual, grant Projects must conform to the Secretary of the Interior's Standards for Historic Preservation.

**27.4 36 CFR Part 61, Professional Qualifications Standards**

In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

- A. **History.** Minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:
  - 1. At least two years of full-time experience in research, writing, teaching, interpretation or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institution; or
  - 2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.
  
- B. **Archaeology.** Minimum professional qualifications in archaeology are a graduate degree in archaeology, anthropology, or closely related field plus:
  - 1. At least one year of full-time professional experience or equivalent specialized training in archaeological research, administration or management.
  - 2. At least four months of supervised field and analytic experience in general North American archaeology; and
  - 3. Demonstrated ability to carry research to completion. In addition, to these minimum qualifications, a professional in prehistoric archaeology shall have at least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the prehistoric period. A professional in historic archaeology shall have at least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the historic period.
  
- C. **Architectural history.** Minimum professional qualifications in architectural history are graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history; or a bachelor's degree in the above specialties or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
  2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.
- D. **Architecture.** Minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time professional experience in architecture; or a state license to practice architecture.
- E. **Historic Architecture.** Minimum professional qualifications in historic architecture are a professional degree in architecture or State license to practice architecture, plus one of the following:
1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
  2. At least one year of full-time professional experience on historic preservation projects. Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specification for preservation projects.
- 27.5 To have received a CLG Grant, your Project Manager must have met these criteria. If the Project Manager changes during the Project, the new Manager must meet these same qualifications. Consultants hired for the Project must meet the National Park Service's Professional Qualifications Standards. Consultants and changes in Project-Manager status must be approved by the SHPO in writing. Email resumes of consultants under consideration to [DNR.Grants@illinois.gov](mailto:DNR.Grants@illinois.gov), and the SHPO staff will review and respond. The Grantee must conform to their municipal or county procedures for procurement or sub-contracts.

**27.6 CONFLICT OF INTEREST**

Members of the CLG staff and its Historic Preservation Commission must not have a financial interest in any contracts associated with the Grant.

**27.7 REIMBURSABLE EXPENSES**

The following costs can be reimbursed by IDNR SHPO if they are incurred during the Project Period and essential to and directly benefit the Project:

- The Grantee's own cash spent on the Project, including money spent on contracts, consultants, goods, and materials;
- CLG overhead costs, including material and equipment used for the Project, such as the costs of computer time, phone, electricity, and wear and tear on copier/printer/fax. This is generally called Force-Account overhead.
- CLG staff time inclusive of benefits and exclusive of overhead

**27.8 NON-REIMBURSABLE EXPENSES**

The following costs are non-reimbursable under this grant and must be considered as part of the 30% local match:

- Catering (i.e., food and beverage) for meetings and workshops
- Purchase of durable equipment;
- Donated or contributed cash given to the CLG by non-federal third parties, including other public agencies, institutions, and private organizations and individuals.
- Any goods, services, or non-expendable personal property donated by non-federal third parties, including
  - public agencies, institutions, private organizations and individuals.
  - Any volunteer time.

**27.9 ELIGIBLE MATCHING EXPENSES**

Although only the reimbursable expense described above can be claimed as part of the 70% federal share, all reimbursable and non-reimbursable expenses described above may be counted as match if they are incurred during the Project Period and essential to and directly benefit the Project. When a Grantee's reimbursable expenses exceed the Grant Amount and the Project has not incurred enough matching expenses to meet the 30% threshold, a portion of the Grantee's reimbursable expenses may be switched to matching. Form 5 will calculate this automatically. Donated cash or in-kind contributions that are considered part of the 30% matching share must be:

- Verifiable from the Grantee's records;  
Not included as matching contributions for any other federally-assisted program or any contract;  
Necessary and reasonable for proper and efficient accomplishment of approved Project objectives;  
Allowable under the applicable federal cost principles (See OMB Circular A-87);  
Not paid by the federal government directly or indirectly under another assistance agreement unless
- authorized under the other agreement and the laws and regulations to which the other agreement is subject;
- Specified in the approved Grant Agreement between IDNR SHPO and Grantee; and
- Fairly valued and of such nature that, if the federal share had been used to pay for the contributions, the
- Grantee would have incurred an allowable cost.

**27.10 INELIGIBLE MATCHING EXPENSES**

The following specific items cannot be counted towards the local match and are also non-reimbursable.

- Cash originating from federal sources, **except** for Community Development Block Grant Program funds, as applicable;
- Materials donated by the federal government or purchased with federal funds;
- Donated goods and services that have already been counted by the Grantee towards the local match of another of the Grantee's federally-assisted undertakings.

**27.11 GRANT REPORTING, COMPLETION REPORT, AND REIMBURSEMENT QUARTERLY PROGRESS REPORT**

A Quarterly Progress Report summarizing Project progress in a 3-month period must be emailed to DNR.grants@illinois.gov every quarter from the signing of the Grant Agreement until the Project is fully completed and the Grant is closed. If no Project action has occurred in a particular quarter, a Quarterly Progress Report stating such must be submitted. Quarterly reporting is mandatory, and poor performance can affect future grant funding. Project managers may request monthly reports.

**27.12 BID TABULATION**

If, as a part of the Project, the Grantee will enter into a contract for goods or services that exceeds \$25,000 or a contract for professional services that exceeds \$20,000, the Grantee must email a completed Bid Tabulation, Requests for Proposals, and Requests for Bids to email address DNR.Grants@illinois.gov. The Grantee must include the name of its preferred contractor/consultant. The SHPO must approve the contractor or consultant in writing. The resulting signed contract must be emailed to DNR.Grants@illinois.gov.

**27.13 REIMBURSEMENT**

This program is a reimbursement program, which means that after the date of the signed Grant Agreement, the Grantee will incur eligible costs and pay them. Once the Project is completed, the Grantee will request reimbursement by submitting the Completion Report, as described below. Grantees cannot request partial reimbursement before the Project is completed. Reimbursement should not be expected for a minimum of 6 weeks after the required documentation is submitted and approved by the SHPO.



27.14 **COMPLETION REPORT**

The CLG Grant Completion Report has both a Narrative and a Financial Portion. The Narrative Portion fully describes the work accomplished and is a record for future historic-preservation practitioners. Special techniques or preservation procedures that have proven especially satisfactory (or unsatisfactory) may be made available to future Grantees and preservationists with similar Projects. The Financial Portion certifies Project costs and requests reimbursement. Prior to the end of the Project Period (September 30, 2022), the Grantee shall email both portions simultaneously to DNR.Grants@illinois.gov. The two portions cannot be reviewed or approved independently.

A. The **Narrative Portion** is comprised of:

- Complete description of the Project and its components;
- Assessment of the degree of success achieved by the Project;
- Description of all promotional and publicity activities involved in the Project, if any. Include relevant newspaper articles, handouts, news releases, etc.;
- Resumes for the principal individuals engaged in the Project;
- Discussion of any problems encountered in the implementation of the Project and their resolutions;
- Digital files of Project publications, including NRHP nominations, brochures, guidebooks, newsletters, planning documents, video recordings, etc. For Survey Projects, the submission requirements given on page 11 (or those already coordinated with Survey staff) must be followed.

B. The **Financial Portion** consists of:

Completed and signed forms as indicated in the manual on the CLG website and Relevant documentation that supports each form, as required, such as payroll statements and donor valuations; Forms include:

**Form 1: Grantee Contracts, Purchases and Force-Account Items (not including Force-Account labor)** Form 1 documents payments for Grant-related materials and contracts that were paid with the Grantee's own money and documents Force-Account overhead costs, to the extent that the Grantee wishes to document them for reimbursement. These expenses are reimbursable as part of the 70% state/federal share. Copies of proof of payment for cash purchases and contracts and a certification by the Project Manager for the value of Force-Account items (like overhead, telephone calls, computer usage, office supplies, etc., paid for from the CLG's operating expenditures) claimed for reimbursement must accompany Form 1 in the Financial Portion of the Completion Report. When using a Grantee's vehicle, mileage reimbursement must be calculated at the current federal rate of 58 cents per mile. You may enter more eligible reimbursable expenditures than the Grant Amount may require because Form 5 will calculate the correct final Reimbursement Amount.

**Form 2: Donated Cash and Materials (non-reimbursable, counted towards local 30% match)** Form 2 documents payments and donations for Project-related materials that were donated or purchased with donated funds. Donated items and cash are non-reimbursable and will be counted towards the 30% local match. For items purchased with donated cash, proof of payment (i.e., purchase orders, invoices, paid receipts, canceled checks) must accompany Form 2 in the Financial Portion of the Completion Report. For items that were donated to the Project, letters from donors showing the basis for determining the value of donations must accompany Form 2. Values assigned to donated material shall not exceed fair market values at the time the donation is assigned to the Project. Records showing the basis for determining the value of donated material assigned to the Project shall be submitted by the Grantee with the Financial Completion

**Village of Oswego-Historic District Survey National Register 21-0BCLG**

Report as described below. When using a Volunteer's vehicle, mileage must be calculated at the current federal rate of 58 cents per mile.

**Form 3A: Force-Account Employee Salary and Time** Form 3A certifies the pay rate inclusive of benefits and exclusive of overhead for a single Force-Account employee, such as the Project Manager or another CLG staff person, and it documents the number of hours that particular Force-Account employee worked on the Project. Force-Account labor is reimbursable as part of the state/federal 70% share. Each CLG staff person working on the Project requires his or her own Form 3A. Proof of the employee's salary including benefits (i.e., copies of paystub, official payroll document) must accompany Form 3A in the Financial Portion of the Completion Report. If an employee has a pay-rate change during the Project Period, proof of new salary must accompany Form 3A. Both the Force-Account employee's and the Project Manager's signatures are required on Form 3A; however, when the Force-Account employee is also the Project Manager, the supervisor of the Project Manager must certify his or her subordinate's time. You may enter more Force Account labor expenses than the Grant Amount may require because Form 5 will calculate the correct final Reimbursement Amount.

**Form 3B: Force-Account Employee Time Summary** Form 3B summarizes multiple Forms 3A and is needed only when multiple Force-Account employees work on the Project, and their time is being submitted for reimbursement. If the hours of only one Force-Account Employee are being submitted, then Form 3B is not needed.

**Form 4A: Volunteer Time (non-reimbursable, counted towards local 30% match)** Form 4A certifies the pay rate for a single Volunteer, and it documents the hours, dates, and the specific duties that particular Volunteer worked on the Project. Volunteer services are non-reimbursable and will be counted towards the 30% local match. Each Volunteer working on the Project whose hours are being counted towards the local match requires his or her own Form 4A. All volunteer services credited toward local match must be certified by both the Volunteer and the Project Manager. If an employer, other than the Grantee or a university, furnishes the services of an employee, these services will be valued at the employee's regular rate of pay (exclusive of fringe benefits and overhead costs), provided these services are in the same profession in which the Volunteer is employed. Proof of salary (i.e., paystub) must be submitted with Form 4A in the Financial Completion Report. Per NPS guidance for FY 18, the maximum allowable rate for Volunteers is \$77.58/hour and \$620.64/day, which is the rate for a GS-15, Step 10 federal employee in Illinois (per the US Office of Personnel Management). When a Volunteer performs services outside his or her profession or trade, his or her time must be valued at the State's minimum wage rate for FY 2019 of \$8.25 per hour. You can enter more local match values than the Grant Amount may require because Form 5 will calculate the correct final Reimbursement Amount.

- **Form 4B: Volunteer Time Summary (counted towards local 30% match)** Form 4B summarizes multiple Forms 4A and is needed only when multiple Volunteers work on a Project. If the hours of only one Volunteer are being counted towards the match, then Form 4B is not needed.

**Form 5: Reimbursement Request** This final form has been completely revised this year. It is an Excel spreadsheet that must be downloaded (See Grants Manual) Form 5 allows you to enter only your Grant Amount and the four totals from Forms 1, 2, 3A or 3B, and 4A or 4B. It will automatically total the reimbursable expenses (Forms 1 and 3) and non-reimbursable expenses (Forms 2 and 4) and calculate the amount you are able to request for reimbursement, based on your totals and the 70%/30% match. After you type in your totals, please print it out, fill and sign the signature block, scan it, and digitally submit it with the rest of your Completion Report.

**27.15 TERMINATION OF PROJECTS**

Once initiated, a Project financed with funds from this program shall not be terminated by a Grantee prior to satisfactory completion without SHPO approval. Requests for premature termination must explain fully the reasons for the action and detail the proposed disposition of the incomplete Project.

**27.16 ADDITIONAL PROJECT FUNDING**

Once a Project has received CLG Grant assistance, no further funds shall be made available to it unless the Grantee satisfactorily assures the State that subsequent Project undertakings shall in no way duplicate work that was or should have been accomplished through the original funding.

**27.17 INCOME AND COSTS DERIVED FROM THE PROJECT**

**Admission Fees:** Reasonable non-discriminatory admission fees that will not discourage visitation and that are compatible with fees charged at similar facilities in the area may be collected at Grant-assisted properties, after Project completion.

**Federal Income:** "Tax Liability on Recipients of Historic Preservation Fund Grants" Section 102(a)(6) of the National Historic Preservation Act, as amended, states, "Notwithstanding any other provision of law, no grant made pursuant to this Act shall be treated as taxable income for purposes of the Internal Revenue Code of 1954."

**Publication Fees:** A reasonable fee may be charged for publications after the Project is completed.

**Registration Fees:** A fee may be charged for workshops, as long as there is no profit. The income from fees must be applied toward the funding of the grant.

**Legal Notice Costs:** If you are required by your local grant procurement rules to publish a Request for Proposal (RFP) or bid in the local paper or the state newspaper, be sure to include this cost in the Project budget.

**27.18 RECORDS AND AUDITS**

The SHPO and Project Managers must ensure that all records are retained for audit for 5 years following the completion of all Project work.

If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigations, claims, or audit findings involving the records have been resolved. Records for nonexpendable property acquired with federal funds must be retained for 5 years after the final disposition of the property.

In addition, contractors will maintain all required records for 5 years after the final payments are made and all other pending matters are closed.

**PART THREE -THE PROJECT-SPECIFIC TERMS**

28.1 The Grants manual, a copy of which the IDNR previously provided to the Grantee, is hereby incorporated herein by reference, and made a material and binding part of this Agreement. The undersigned acknowledges that he or she (1) has reviewed the Grants manual and (2) agrees to comply with the same.  
\_\_\_ {initials of signator}.

# Village of Oswego



# Proposed Downtown Oswego Historic District Map



Date Printed: 2/1/2021

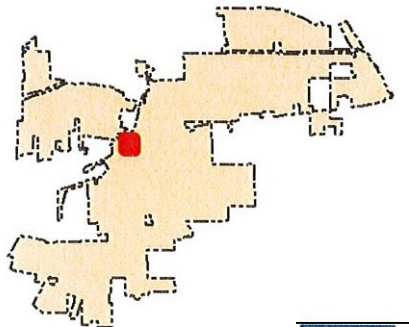


100

Feet



The requested map will be created for study purposes only. Please refer to the official recorded plats or deeds for the actual legal descriptions and property dimensions. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by the Village of Oswego or its employees. This work is protected by the United States Copyright Act or 1976 (17 u.s.c. Sect 01 et seq.). You are not permitted to use and/or reproduce any part of a copyrighted work of the Village of Oswego in violation of Federal Copyright Law. Doing so may result in prosecution under such law. If you wish to use property in which the Village of Oswego owns a copyright, you must obtain written permission through the Community Development Department in the Village of Oswego, located at 100 Parker Mill, Oswego, Illinois 60543.



Overview



**Village of Oswego  
Contractor Policy for Entering and Working in Village Buildings  
(Effective July 15, 2021)**

**\*\*All contractors shall read and comply with the following policy. \*\***

For the protection of the Village's workforce, visitors and contractors, the Village of Oswego is taking additional measures for all contractors conducting work on behalf of the Village of Oswego on or at Village facilities.

**Compliance with applicable public health guidelines**

The Village of Oswego complies and will enforce with all contractors the relevant health guidelines regarding COVID-19. In accordance with Center for Disease Control and Prevention guidelines, the Village requires face coverings for all individuals who are not fully vaccinated when in Village facilities or when in outdoor spaces and unable to maintain social distancing.

The Village will require proof of vaccination or compliance with COVID-19 mitigation protocols, including the use of face coverings, social distancing and health screenings any time the contractor is entering a Village facility, in common spaces, or during in-person meetings, or in out-door settings when it is not possible to maintain adequate social distance.

The Village will require compliance with any updates to public health guidelines, including those guidelines that impose additional restrictions on operations.

**Contractor Symptom Assessment**

The Village encourages employees who are feeling ill to not report to work in order to reduce the spread of communicable diseases. The Village prohibits work within Village facilities by any individual who is not fully vaccinated and exhibits symptoms related to COVID-19, has known contact with an individual who is positive for COVID-19, or is otherwise instructed to self-quarantine by any medical professional. To that end, the Village is requiring proof of vaccination or certification that they do not meet any of the above criteria for all contractors prior to entering any Village facility. Vaccinated individuals who have known or suspected exposure to COVID-19 and begin to show the following symptoms are also prohibited from working on site.

COVID19 symptoms will be considered those symptoms as defined by the CDC and may be updated. The CDC identifies the following symptoms as indicative of COVID19:

1. Cough
2. Shortness of breath or difficulty breathing
3. Temperature – Using the provided no touch thermometers
4. Chills
5. Repeated shaking with chills
6. Muscle pain/unusual fatigue
7. Headache
8. Sore throat
9. New loss of taste or smell

**Symptom tracking process**

- A. When entering any Village facilities, all contractors will be required to show proof of vaccination or wear a face covering and complete the attached Symptom Self-Assessment Survey sheet



(Attachment A). Contractors should circle yes if they have experienced any symptoms indicative of COVID19 in the last 12 hours. Touchless thermometers are available at the Village’s primary facilities for contractor use. Please clean the thermometer before and after use. The Symptom Self-Assessment Survey sheet will be provided to the Village Representative. All forms will then be submitted to the Village’s Facilities department to be held confidentially. The Village will take all reasonable measures to maintain confidentiality related to health information.

- B. Any contractor who has a consistent body temperature reading of over 100.4 degrees Fahrenheit (a consistent body temperature is (2) two temperature readings taken (1) one minute apart), or answers “Yes” to any of the other above listed questions/symptoms on the Symptom Self-Assessment Survey is required to advise their Village Representative by phone immediately.
- C. If the contractor responds affirmatively to any of the symptoms, the contractor will be required to exit the building. The contracting company will be required to contact the Village Representative immediately, to provide the following information:
  - Did your employee have contact with any Village Staff Members?
  - Did your employee have contact with other staff members from your company, on the way to the site, or onsite?
- D. Any contractor who begins to experience any of the above symptoms during their shift, shall immediately notify their supervisor. At that time, the contractor should end his or her shift.
- E. If a contractor is required to leave a site because of COVID-19 symptoms, that contractor will be required to remain off Village of Oswego Properties, until that the employee can provide proof to their supervisor, that they are free of COVID-19 symptoms for a minimum of 14 days, or proof of a negative COVID-19 test on day 7 or later.
- F. Should any contractor begin experiencing symptoms of COVID19 within 14 days of conducting work for the Village, he or she is required to contact the Village.

---

*Company Name*

---

*Printed Name of Authorized Representative*

*Title*

---

*Signature of Authorized Representative*

*Date*

**Village of Oswego  
Symptom Self-Assessment Survey**

Company: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Village facility: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Please circle Yes if you have experienced any of the following in the last 12 hours:

Cough	Yes	No
Shortness of breath/difficulty breathing	Yes	No
Temperature in excess of 100.4	Yes	No
Chills	Yes	No
Repeated shaking with chills	Yes	No
Muscle pain/unusual fatigue	Yes	No
Headache	Yes	No
Sore throat	Yes	No
New loss of taste or smell	Yes	No

Please answer the following questions by circling Yes or No

- |  |     |    |
|--|-----|----|
| 1. I am currently experiencing symptoms similar to COVID19.                  | Yes | No |
| 2. I have been in contact with a COVID-positive patient in the last 14 days. | Yes | No |
| 3. I have been advised to self-quarantine in the last 14 days.               | Yes | No |

Signature: \_\_\_\_\_

REFERENCE

PROFESSIONAL SERVICES AGREEMENT



## **PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made this      day of      2021, between and shall be binding upon the Village of Oswego, Kendall, and Will Counties, an Illinois Municipal Corporation hereinafter referred to as the "Village" and \_\_\_\_\_ hereinafter referred to as the "Vendor" and its successors.

The Vendor has been engaged to perform certain professional services, and it is understood that the parties have not entered into any joint venture or partnership with the other. The Vendor shall not be considered to be the agent of the Village. The Vendor shall render government affairs services in accordance with generally accepted and currently recognized practices and principles. The Vendor shall strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement. Each party shall designate one person to act with authority on its behalf. The person designated shall review and respond promptly to communications received from the other party.

### **1. SCOPE OF SERVICES**

Witnessed, that in consideration of the mutual promises of the parties, the Vendor agrees to perform the services, and the Village agrees to pay for the following services:

The Village of Oswego is seeking completion of the review and nomination of a historic district in our downtown to the National Register of Historic Places. Completion of all nomination forms, submission to IDNR SHPO, coordination with IDNR SHPO and presentations to local and state review boards are also included in the project scope.

### **2. SUPERVISION OF WORK OF OTHERS**

The Village Planner, will serve as the Project Manager, and will assist the consultant throughout the process. Staff and the Historic Preservation Commission will provide significant resources such as the 2009 survey and building profiles, an updated properties inventory, property owner information, as well as research and archives available from the Oswego Heritage Association and Little White School Museum. Specific divisions of labor will need to be determined once a consultant has been hired.

The Vendor shall not at any time supervise, direct, or have control over any other vendor's or contractor's work, nor shall the Vendor have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any other vendor or contractor, nor for safety precautions and programs in connection with the other vendor's or contractor's work, nor for any failure of any other vendor or contractor to comply with laws and regulations applicable to Vendor's work. The Vendor neither guarantees the

performance of any other vendor or contractor nor assumes responsibility for any other vendor's or contractor's failure to furnish and perform its work. The Vendor shall have no authority to stop any other vendor's or contractor's work but will advise Village of work that is not in conformance with the approved plans and specifications.

### **3. DELIVERY AND REUSE OF DOCUMENTS**

All drawings, specifications, reports, and any other project documents prepared by the Vendor in connection with any or all of the services furnished hereunder shall be delivered to the Village for the express use of the Village. Documents are not intended or represented to be suitable for reuse by the Village or others on any other project. Any such use without the prior written authorization of the Vendor will be at the Village's sole risk. The Vendor does have the right to retain original documents but shall cause to be delivered to the Village such quality of documents so as to enable reproducibility of the documents delivered. In particular, the Village may request, at no additional cost, the delivery of additional sets of drawings or documents if the Vendor fails to deliver a fully reproducible document.

### **4. SUBLETTING OF CONTRACT**

The Vendor may sublet portions of the services, upon the express written consent and approval of the Village. Sub-contractors shall conform, in all respects, to the applicable provisions specified for the Vendor and shall further be subject to approval by the Village prior to the performance of any services by the sub-contractor. Rejection of a particular sub-contractor shall not be cause to alter the original Agreement or to request additional compensation. The Vendor shall identify all proposed sub-contractors who will furnish services. The services to be done by the sub-contractor shall be outlined in detail to the Village prior to the start of services and identified in the progress reports submitted by the Vendor. The qualifications of the proposed sub-contractor shall be submitted to the Village, in the same format and basic requirements as required of the Vendor. At all times the Vendor shall maintain no less than fifty-one (51) percent of the dollar value of this Agreement by direct employees of the Vendor.

### **5. AGREEMENT AMOUNT AND PRICES**

For the Vendors services described in the agreement documents, the Village agrees to pay and the Vendor agrees to accept as full payment for the services which are the subject matter of this Agreement in accordance with the General Provisions and the "Local Government Prompt Payment Act.'

Unless specifically agreed to by the Village, the following expenses will not be allowed: charges for items that are considered a normal cost of doing business or are considered a normal feature in an office, for example, charges for sending or receiving facsimiles or emails; CADD or computer charges; telephone, pager or other telecommunication charges; copies or reproductions for the internal use of the Vendor (copies or reproductions for external use, i.e. submittals to the Village or other governing agencies, are allowable as reimbursable expenses.)

## **6. INVOICING AND PAYMENT**

The Vendor shall submit invoices electronically. Invoices will cover the services performed from the first of each month to the end of that specific month. Only one invoice shall be submitted per month. Statements shall include a detailed breakdown of all charges incurred. The invoice shall detail personnel name, title, pay rate, hours charged, and task performed. If personnel worked on more than one task during the invoice period, each task shall be identified with the corresponding hours charged. Invoices shall be based on actual hours of performance.

Invoices shall be accompanied by monthly progress reports. Invoices submitted without a progress report will be considered incomplete and will not be processed for payment. The progress report shall include rates of completion for all tasks scoped, rates of completion for all deliverable products, updated delivery dates, services performed in the current period, services anticipated to be performed in the next period and information or deliverables that the Vendor is waiting for. The following five items shall be clearly addressed in each monthly report:

1. Services performed in the period covered by the invoice.
2. Services to be performed in the next period.
3. Deliverables and due dates, particularly noting items due in the next period (updated schedule).
4. Items that the Vendor is waiting for from the Village or other agencies.
5. A summary or statement discussing the financial status of the individual project – is the project under, on, or over budget. If over budget, identify the reason and provide an estimate number of hours and cost to complete the project.

The Village agrees to make monthly payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. Sub-contractor costs are not considered direct costs for purposes of calculating the withheld amount. Should charges related to travel be required, the Vendor shall notify the Village for approval and no further action shall be done by the Vendor until authorization to proceed in writing has been received from the Village.

## **7. CHANGES**

The Village reserves the right by written amendment to make changes in requirements, amount of services, or time schedule. The Vendor and the Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

## **8. SUSPENSION OF SERVICES**

The Village may, at any time, by written order to the Vendor require the Vendor to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order the Vendor shall immediately comply with its terms and take all steps to minimize the incurrence of costs allocable to the services covered by the order. Vendor shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. Upon resumption of services, the Village shall compensate the Vendor for reasonable expenses

incurred as a result of the suspension and resumption of its services, and the Vendor's schedule and fees for the remainder of the Project shall be equitably adjusted.

## 9. TERMINATION OF CONTRACT

The Village reserves the right to terminate the whole or any part of any agreement awarded, upon ten (10) calendar days written notice to the Vendor. The Village further reserves the right to cancel the whole or any part of the Agreement if the Vendor fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated. The Vendor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the Village, fires or floods, epidemics, or pandemics.

Upon such termination, the Vendor shall cause to be delivered to the Village all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates and data, as well as products of computer aided drafting, design and writing that have been paid for by the Village. Costs of termination incurred by the Vendor before the termination date will be reimbursed by the Village only, if prior to the effective termination date, the Village receives from the Vendor a list of actions necessary to accomplish termination and the Village agrees in writing that those actions be taken. Upon receipt of the termination notice the Vendor shall stop all services until said Agreement is reached.

## 10. INSURANCE

Vendor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons, damages to property, and/or other applicable damages that may arise in connection with the performance of services under this Agreement as follows:

- A. Minimum Scope of Insurance – The insurance coverage to be procured and maintained by Vendor shall be at least as broad as the following:
- i. Commercial General Liability Insurance. Commercial general liability insurance with minimum coverage amounts of \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate; and \$1,000,000 each occurrence for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following endorsements, coverages, and/or conditions:
    1. Shall name the Village as an additional insured in accordance with the obligations and conditions set forth below.
    2. Blanket contractual liability coverage, to the extent permitted under Illinois law at least as broad as CG 00 01.
    3. Premises-Operations and Independent Vendors.
    4. Broad form property damage coverage.
    5. Personal injury coverage.
    6. Must be endorsed as Primary and Non-Contributory as to any other insurance of the Additional Insureds.
    7. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis to any Sub-Vendor's policy.

- ii. Workers' Compensation and Employers Liability Insurance. Statutory Workers' Compensation coverage complying with the law of the State of Illinois and Employers' Liability Insurance with minimum limits at \$1,000,000 each accident, including occupational disease coverage with a limit of \$1,000,000 per employee, subject to policy minimum limit of \$1,000,000 per annum.
- iii. Umbrella / Excess Liability Insurance. Umbrella or excess liability insurance is written over the underlying employer's liability, commercial general liability, and automobile liability insurance described above with minimum coverage amounts of \$2,000,000 per occurrence and \$2,000,000 general aggregate, with coverage at least as broad as the underlying policies.
- iv. Professional Liability Insurance. Vendor shall procure and maintain professional liability insurance coverage: Per Claim: \$1,000,000.00. Such professional liability coverage shall be maintained for at least two years after completion of services under the Agreement. Evidence of such insurance shall be provided upon request from the Village during this two-year period.

B. Vendor's Obligations - The Vendor shall have the following obligations with regard to required insurance under the Agreement:

- i. The insurance policies required under this Agreement shall be endorsed to contain the following provisions: the Village and its officers, officials, employees are to be named additional insureds under the Vendor's Commercial General liability and Automobile liability policies for liability arising out of ongoing and completed operations performed by or on behalf of the Vendor. General liability coverage shall be provided in the form of an endorsement to Vendor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26, or CG 20 33; and CG 2037; 04 13 Edition date. All additional insured coverage shall be for both ongoing and completed operations.
- ii. The Vendor shall provide evidence of the required insurance coverages under this Agreement by providing a copy of applicable endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Vendor shall provide that coverages under the policies named shall not be canceled without at least thirty (30) days prior written notice given to the Village, with a ten (10) day exception for non-payment of premium. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
- iii. The Vendor shall provide immediate notice to the Village upon the cancellation of any insurance policy or policies required hereunder. The Vendor's Commercial General Liability and Automobile Liability policies shall be Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Village has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Vendor shall, with respect to all insurance required under this Agreement, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the services provided by the Vendor against the Village or other Additional Insured except where not permissible by law.



- iv. The Vendor shall require that every Sub-Contractor of any tier working on the Project associated with this Agreement to obtain insurance of the same types and amounts as that required of Vendor, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Vendor's insurance required under the Agreement, including waivers of subrogation in favor of the Village.
- v. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Agreement by any act or omission, including, but not limited to:
  1. Allowing services by the Vendor or any Sub-Contractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or
  2. Failure to examine, or to demand the correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.
- vi. The Vendor agrees that the obligation to provide insurance is solely the responsibility of the Vendor and the Sub-Contractor of any tier and cannot be waived by any act or omission of the Village.
- vii. The purchase of insurance by the Vendor under this Agreement shall not be deemed to limit the liability of the Vendor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Vendor.
- viii. The Vendor shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the services of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the Vendor.
- ix. All insurance shall be placed with an insurer or insurers authorized to conduct business in the State of Illinois with a current A.M. Best's rating of no less than A, unless otherwise acceptable to the Village.

## **11. INDEMNIFICATION**

To the fullest extent permitted by Illinois law, Vendor shall indemnify, defend, and hold the Village, its officers, and employees harmless from and against all damages, liabilities, and costs including but not limited to reasonable attorneys' fees, arising out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, anyone directly or indirectly employed by Vendor, or anyone for whose acts Vendor is legally liable.

## **12. FORCE MAJEURE**

Whenever a period of time is provided for in this Agreement for the Vendor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Vendor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the Vendor's compensation and schedule shall be equitably adjusted. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.

## **13. COMPLIANCE WITH LAWS**

The Vendor shall, at all times, observe and comply with all applicable laws, ordinances and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.

## **14. TAXES**

The Village is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the Village. A copy of the Village tax-exempt letter will be provided to the successful Vendor when requested.

## **15. VENUE**

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the Agreement, its enforcement, or the subject matter thereof, venue shall be in Kendall County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

## **16. CONFLICT OF INTEREST**

The Vendor agrees to not perform professional services during the term of the Agreement for any project or services that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village, or in unincorporated area contiguous to the corporate limits of the Village and in the Village's planning area, without notification to the Village prior to rendering services. The Vendor agrees to provide the Village with written notification whenever the services provided under this Agreement shall require the Vendor to review or inspect services performed by any other vendor or corporation for whom the Vendor is

or has within the previous twelve (12) months provided professional services, or with which any of the Vendor's owners, partners or principals have a financial interest. The Vendor agrees to provide written notification to the Village whenever the Vendor, or any other vendor or corporation with which any of the Vendor's owners, partners or principals have a financial interest, performs services that may be subject to the Village's review/inspection, or in unincorporated area contiguous to the corporate limits of the Village and in the Village's planning area. The Village may at its discretion disqualify the Vendor from participation as a representative of the Village in such projects or in projects potentially impacted.

## 17. NOTICES

Any notice shall be in writing and shall be deemed sufficient when personally served or sent United States mail as follows:

To the Village:  
Village Administrator  
Village of Oswego  
100 Parkers Mill  
Oswego, Illinois 60560

To the Vendor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 18. AGREEMENT TERM AND RENEWAL

The Agreement shall be for the duration of the work completed.

## 19. CERTIFICATIONS

Vendor agrees to the Village, hereby certifies that said Vendor:

- A. Certifies that it is not barred from bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request, and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and
- E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965), and

F. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000).

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

**VILLAGE OF OSWEGO:**

**VENDOR:**

By: \_\_\_\_\_  
*President*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name and Title*

*Attest:*  
  
\_\_\_\_\_  
*Village Clerk*

*Attest:*  
  
\_\_\_\_\_  
*Witness*