

**CEJA  
SUBGRANTEE AWARD**

**COLLEGE OF LAKE COUNTY  
SUB AWARD COVER SHEET**

Sub Award Number [NUMBER]

Clean Jobs Workforce Network Program ("CEJA Workforce Hub")

The parties to the SUBAWARD are:

College of Lake County  
19351 W Washington St.  
Grayslake, IL 60030

Lake County Workforce Development  
1 N Genesee St.  
Waukegan, IL 60085  
FEIN Number: IL-36600660

Program / Project Title: CEJA Workforce Hub Subgrantee Project  
Maximum payment under this SUBAWARD: \$ 2,052,138

Performance Period: July 1, 2024, to June 30, 2025

This SUBAWARD consists of the following Parts:

- Part I SUBAWARD Funding Source, Terms and Conditions
- Part II SUBAWARD Additional Terms and Conditions
- Part III Additional Representations and Warranties
- Part IV Scope of Work
- Part V Budget

## SUBAWARD AGREEMENT

This Subaward Agreement (or this "SUBAWARD") is made by and between COLLEGE OF LAKE COUNTY and LAKE COUNTY WORKFORCE DEVELOPMENT a non-Federal entity ("SUBRECIPIENT"), each referred to as a "Party" and collectively as the "Parties" to the Agreement as such terms are used herein.

Subject to execution of this SUBAWARD by both Parties, COLLEGE OF LAKE COUNTY agrees to provide a subaward to SUBRECIPIENT in an amount not to exceed \$1,352,138.00 (the "Budget").

Subject to the execution of this SUBAWARD by both Parties, SUBRECIPIENT is hereby authorized to incur costs against the Program Budget from the start date of July 1, 2024, through the end date of June 30, 2025 (the "Subaward Term"), SUBRECIPIENT hereby agrees to use the budget provided under the SUBAWARD for the purposes set forth herein and agrees to comply with all terms of this SUBAWARD.

LAKE COUNTY WORKFORCE DEVELOPMENT can also invoice for costs incurred listed in the approved budget dating back to July 1, 2024.

This SUBAWARD includes the following parts, all of which are incorporated into and made a part of this SUBAWARD:

- Part I SUBAWARD Funding Source, Terms and Conditions
- Part II SUBAWARD Additional Terms and Conditions
- Part III Additional Representations and Warranties
- Part IV Scope of Work
- Part V Budget
- Attachment A: DCEO Grant Award

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number, and legal status entered below are correct.

SUBRECIPIENT Name: Lake County Workforce Development  
SUBRECIPIENT Taxpayer Identification Number: [Lake County, IL-36600660]  
LEGAL STATUS: [CHECK ONE]

- Individual
- Sole Proprietor
- Partnership/Legal Corporation
- Corporation
- Not For Profit Corporation
- Medical Corporation
- Government
- Estate or Trust
- Pharmacy-Non-Corporate
- Nonresident Alien
- Pharmacy/Funeral Home/Cemetery Corp
- Tax Exempt
- Limited Liability Company
  - C – Corporation
  - P – Partnership

**SUBRECIPIENT**

SUBRECIPIENT’s execution of this SUBAWARD shall serve as its certification and representation that SUBRECIPIENT has read, understands, and agrees to all provisions of this SUBAWARD, and the information provided by SUBRECIPIENT is true and correct in substance and in fact to the best of its knowledge, information, and belief formed after due inquiry. SUBRECIPIENT represents and warrants that the individual executing this SUBAWARD is fully empowered to bind SUBRECIPIENT to the SUBAWARD, that all necessary action has been taken under applicable law and its policies, procedures and by-laws to authorize execution of this SUBAWARD and to bind SUBRECIPIENT thereto. SUBRECIPIENT intends that COLLEGE OF LAKE COUNTY rely upon the forgoing representation and warranty as an inducement to COLLEGE OF LAKE COUNTY to execute this SUBAWARD.

By  
Printed Name Sandy Hart  
Title Chair, Lake County Board

Date

**COLLEGE OF LAKE COUNTY**

By  
Printed Name Dr. Lori Suddick  
Title President, College of Lake County

Date

In processing this SUBAWARD and related documentation, COLLEGE OF LAKE COUNTY will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this SUBAWARD to COLLEGE OF LAKE COUNTY, the Authorized Signatory must either send written notice to COLLEGE OF LAKE COUNTY indicating the name of the designee or provide notice as set forth immediately following this paragraph. Without such notice, COLLEGE OF LAKE COUNTY will reject any materials signed or submitted on SUBRECIPIENT’s behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below. Enter any Authorized Designee(s) information below. Signatures of both the Authorized Signatory and the Authorized Designee are required for the Authorized Designee to have signature authority under this Agreement.

The following are designated as Authorized Designee(s) for SUBRECIPIENT:

Authorized Designee: Jennifer Serino  
Authorized Designee Title: Executive Director, Workforce Development Department  
Authorized Designee Phone: 847-377-2224  
Authorized Designee Email: [jserino@lakecountyil.gov](mailto:jserino@lakecountyil.gov)

Authorized Designee Signature: Date

Authorized Signatory: Date

Printed Name: Sandy Hart  
Title: Chair, Lake County Board

## **PART I – SUBAWARD FUNDING SOURCE, TERMS AND CONDITIONS**

1. Funding Source. This SUBAWARD is funded by grant number 23-451009 between the Illinois Department of Commerce and Economic Opportunity and the COLLEGE OF LAKE COUNTY.

CSFA Description: Illinois Clean Jobs Workforce Network Program

CSFA Number: 420-30-3197

2. Application of Terms. Pursuant to ARTICLE XIV of grant number 23-451009 the applicable laws and regulations and terms and conditions of grant 23-451009 included in Attachment A are incorporated into this SUBAWARD. The applicable terms of 23-451009 shall apply to this SUBAWARD in accordance with 2 CFR 200.101(b).
3. Pass-Through Entity / Subrecipient Responsibility. If SUBRECIPIENT provides any portion of this funding to another entity through a contract or subaward, the subrecipient of said contract or subaward is considered to be a pass-through entity or subcontractor. Therefore, SUBRECIPIENT must obtain written approval from COLLEGE OF LAKE COUNTY before it provides any portion of the Subaward Funds to another entity through a contract or subaward. If COLLEGE OF LAKE COUNTY provides written approval, SUBRECIPIENT must advise any subcontractor of requirements imposed on them by laws and regulations which provided the Subaward Funds and any requirements imposed on them by this SUBAWARD. SUBRECIPIENT must advise subcontractor of any supplemental requirement imposed by the pass-through entity or COLLEGE OF LAKE COUNTY.

## **PART II - SUBAWARD ADDITIONAL TERMS AND CONDITIONS**

4. Adherence to SUBAWARD. The Parties to this SUBAWARD represent and warrant now, and at all times during the term of this SUBAWARD, that they will comply with the Federal and State regulations and policies promulgated thereunder; with all applicable Office of the Management of the Budget (OMB) circulars; and with all applicable Federal, State and local laws and regulations. SUBRECIPIENT shall perform all activities and services described in Part IV Scope of Work and from SUBRECIPIENT's proposal, and strictly adhere to the Assurances and Certifications included in this SUBAWARD. SUBRECIPIENT shall comply with all policies and procedures as may be from time to time required by COLLEGE OF LAKE COUNTY to carry out the terms of the SUBAWARD.
5. Reporting. SUBRECIPIENT shall submit reports on the operation and performance of this SUBAWARD as required by COLLEGE OF LAKE COUNTY. Reports will be written utilizing a standard format identified by COLLEGE OF LAKE COUNTY.
6. Records. SUBRECIPIENT shall keep and maintain in a secure fashion all RECORDS created or received by SUBRECIPIENT in relation to the SUBAWARD during the existence of the SUBAWARD. The term "RECORDS" shall include, without limitation, all documents, accounts, ledgers, lists, and communications in whatever form created, received or stored including written and electronic RECORDS. SUBRECIPIENT shall keep and maintain the RECORDS in a secure fashion for a period not less than five (5) years following termination of the SUBAWARD and all other pending matters, if any, are closed. Any books, documents, papers, and RECORDS of SUBRECIPIENT which are directly pertinent to this SUBAWARD shall be available on request to duly authorized representatives of

COLLEGE OF LAKE COUNTY and the State of Illinois for the purpose of making audit, examinations, excerpts, and transcriptions. The RECORDS shall be made available, at SUBRECIPIENT's cost, at the principal office of SUBRECIPIENT or at such other location specified by COLLEGE OF LAKE COUNTY.

- 7.1 Payment of Funds. SUBRECIPIENT will be reimbursed only for actual costs up to the Budget incurred by SUBRECIPIENT in carrying out the terms of this SUBAWARD. Costs not covered by the Program Budget in this SUBAWARD will not be reimbursed. The existence of excess or non-covered costs shall not excuse performance by SUBRECIPIENT of the terms and obligations under this SUBAWARD.
- 7.2 Only services/products procured by SUBRECIPIENT in accordance with the procurement procedures identified in 2 CFR 200 will be reimbursed; evidence that the services/products were procured in accordance with 2 CFR 200 must be provided to COLLEGE OF LAKE COUNTY for reimbursement.
- 7.3 Actual expenditures for specific line items may exceed the line-item budget by 10% or \$25,000 (whichever is greater), as long as the overall Program Budget has not been exceeded. If the actual expenditure or the line item exceeds or is expected to exceed the amount set forth for that line item in the Program Budget by more than said variance, a modification may be requested to transfer larger amounts of funding between line items. A modification must be pre-approved by COLLEGE OF LAKE COUNTY prior to actual expenditures exceeding the line item in the Program Budget.
- 8.1 Recapture of Funds. SUBRECIPIENT shall be liable to COLLEGE OF LAKE COUNTY for all funds advanced or paid under this SUBAWARD. SUBRECIPIENT shall forthwith pay on demand to COLLEGE OF LAKE COUNTY any sum of money which is either unspent or not spent strictly in accordance with the terms of this SUBAWARD. Nothing in this SUBAWARD shall relieve SUBRECIPIENT from liability to COLLEGE OF LAKE COUNTY for any sum which would by law be due to COLLEGE OF LAKE COUNTY for any breach of the terms of this SUBAWARD.
- 8.2 If an audit reveals that there are disallowed costs attributable to SUBRECIPIENT's program(s) funded under this SUBAWARD, SUBRECIPIENT shall be held individually liable, or in the case of multiple SUBRECIPIENTS, jointly and severally liable for repayment of the disallowed costs from funds other than the SUBAWARD Funds.
- 9.1 Financial Management. SUBRECIPIENT is responsible for maintaining a sound fiscal management system. This system will clearly identify revenues and expenses pertaining to this SUBAWARD. SUBRECIPIENT must maintain a separate record of accounts by program code, center, or fund for this SUBAWARD and will report costs for reimbursement from this record of accounts. All costs must be documented, and the supporting documentation must be correlated to the report of expenditure request for reimbursement.
- 9.2 SUBRECIPIENT shall maintain RECORDS that clearly reflect funds received and funds on hand. At any given time, COLLEGE OF LAKE COUNTY or its fiscal agent must be able to verify, based on SUBRECIPIENT RECORDS, that reimbursements were deposited to SUBRECIPIENT's account, and must also be able to determine the amount of funds on hand.
- 9.3 SUBRECIPIENT shall maintain accounting RECORDS that are supported by source documentation. SUBRECIPIENT shall in these and other respects comply with applicable provisions of 2 CFR Part 200 – UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR

REFERAL AWARDS and COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS; SUBRECIPIENT will comply with 2 CFR 200.214 subjecting non-Federal entities and contractors to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180; SUBRECIPIENT may not prohibit or otherwise restrict employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information – P.L. 113-114, Division E, Title VII, Section 743. Nothing in this Section shall be construed so as to relieve SUBRECIPIENT of fiscal accountability and responsibility under any portion of this SUBAWARD.

- 9.4 COLLEGE OF LAKE COUNTY will review and monitor, at such times and places as it may determine, SUBRECIPIENT's fiscal management system as well as specific RECORDS pertaining to this SUBAWARD. SUBRECIPIENT shall produce at SUBRECIPIENT'S cost, upon request of COLLEGE OF LAKE COUNTY all or requested RECORDS maintained under this agreement. SUBRECIPIENT agrees to adopt and implement reasonable recommendations which are deemed by COLLEGE OF LAKE COUNTY to be necessary and appropriate.
- 10.1 Audit. SUBRECIPIENT 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.
- 10.2 COLLEGE OF LAKE COUNTY, or an individual or entity designated by COLLEGE OF LAKE COUNTY, may audit SUBRECIPIENT's programs that affect this SUBAWARD. SUBRECIPIENT agrees to allow COLLEGE OF LAKE COUNTY, or an individual or entity designated by COLLEGE OF LAKE COUNTY, access to all RECORDS directly related to the SUBAWARD for the purpose of audit and fiscal monitoring.
- 10.3 SUBRECIPIENT will be responsible for costs disallowed as a result of an audit in accordance with Debt Collection and Audit Resolution Procedures as are now or may hereafter be established by COLLEGE OF LAKE COUNTY.
11. Bonding Requirements. Every officer, director, agent, or employee authorized to act on behalf of SUBRECIPIENT in receiving or depositing funds into program accounts, or in issuing financial documents, checks, or other instruments of payment shall be bonded to provide protection against loss. The amount of bonding coverage shall be for the highest advanced amounts through check planned for the present grant year. SUBRECIPIENT shall provide upon receipt a copy of all bonds referenced herein to COLLEGE OF LAKE COUNTY.
- 12.1 Insurance. SUBRECIPIENT shall maintain liability insurance or a self-insurance fund to fully cover injuries to trainees/students incurred while participating in the training program(s) covered by this SUBAWARD and all programs provided to Participants hereunder. Such insurance shall be in the amount of not less than \$1 million per occurrence. Insurance shall be issued by an Illinois qualified insurance company, with a minimum AM best rating of "A". The policy will name COLLEGE OF LAKE COUNTY as additionally insured for the indemnity obligations assumed by Subrecipient in Section 19. The policy will be non-cancellable without at least 30 days' notice to COLLEGE OF LAKE COUNTY and the policy term will be a minimum of one (1) year.

- 12.2 SUBRECIPIENT shall promptly deliver to COLLEGE OF LAKE COUNTY upon request certificates of insurance for the coverage required herein. Training conditions shall comply with applicable safety standards, practices and procedures as may from time to time be required by Federal, State and local governmental agencies.
- 12.3 If SUBRECIPIENT, in conducting activities under a grant or this SUBAWARD with COLLEGE OF LAKE COUNTY, uses motor vehicles, SUBRECIPIENT shall ensure that it has proper and adequate automobile insurance. COLLEGE OF LAKE COUNTY shall not be liable for any claims, demands, actions, expenses and costs (including attorneys' fees and costs) arising from SUBRECIPIENT's or its employee's, agent's, invitee's, or representative's ownership, maintenance, or use of a motor vehicle. SUBRECIPIENT shall provide automobile insurance issued by an Insurer licensed in the State of Illinois, with coverage of \$1 million for bodily injury and property damage, including coverage for under-insured and uninsured motorists. At no time will participants be transported by staff in private vehicles.
13. Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits and Taxes. SUBRECIPIENT shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Worker's Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deductions and other taxes or payroll deductions required by law for its employees who are performing services specified by this SUBAWARD.
- 14.1 No Employer-Employee Relationship. SUBRECIPIENT expressly agrees that nothing in this SUBAWARD is intended nor shall be interpreted or construed to create an employer-employee relationship.
- 14.2 SUBRECIPIENT is solely and completely responsible for compliance with all tax and employment costs including, without limitation, withholding obligations, Federal and State Income Tax, Social Security, Unemployment Compensation, and Workers Compensation.
- 14.3 SUBRECIPIENT herewith expressly stipulates and agrees that it will adhere to and abide by all Federal, State and local laws, ordinances, regulations and rules applicable to its performance under the SUBAWARD and expressly agrees that it shall bear all risk of loss, remain liable for any such taxes, contributions, or deductions and shall indemnify COLLEGE OF LAKE COUNTY, its members, agents, officers, employees, successors and assigns for any liability including interest, penalties and attorney's fees, if any, assessed against COLLEGE OF LAKE COUNTY as a result of any violation of this provision.
- 14.4 SUBRECIPIENT shall have no power to bind COLLEGE OF LAKE COUNTY by contract or otherwise except as may be provided in this SUBAWARD. SUBRECIPIENT hereby covenants and agrees that it shall not represent to any third-party that SUBRECIPIENT is an employee of COLLEGE OF LAKE COUNTY and doing so may be a basis for COLLEGE OF LAKE COUNTY to terminate this SUBAWARD.
- 15.1 Purchase and Disposition of Property. Any property obtained by SUBRECIPIENT with funds received through this SUBAWARD shall be purchased, maintained, and disposed of in accordance with 2 CFR Part 200. Prior written approval from COLLEGE OF LAKE COUNTY must be obtained before non-expendable property is purchased; Purchases for equipment over \$5,000.00 require three written

quotes. Sole source procurement is allowable if the item is only available from a single source as outlined in the COLLEGE OF LAKE COUNTY procurement policy.

- 15.2 Disallowed Costs of Equipment. For any equipment purchased in whole or in part with COLLEGE OF LAKE COUNTY funds, if COLLEGE OF LAKE COUNTY determines that SUBRECIPIENT has not met the conditions of 2 CFR 200.439, COLLEGE OF LAKE COUNTY shall notify SUBRECIPIENT in writing that the purchase of equipment is disallowed.
- 15.3 Prohibition against Disposition/Encumbrance. The SUBRECIPIENT 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 Subaward Term without prior approval of COLLEGE OF LAKE COUNTY. Any real property acquired using SUBAWARD Funds must comply with the requirements of 2 CFR 200.311.
- 15.4 Equipment and Procurement. SUBRECIPIENT must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property of which the cost was supported by SUBAWARD Funds. Any waiver from such compliance must be granted by the State of Illinois agency providing the funds, depending on the source of the SUBAWARD Funds used. Additionally, SUBRECIPIENT must comply with the standards set forth in 2 CFR 200.317- 200.327 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with SUBAWARD 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.
- 15.5 Equipment Instructions. SUBRECIPIENT must obtain disposition instructions from COLLEGE OF LAKE COUNTY when equipment, purchased in whole or in part with SUBAWARD Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, COLLEGE OF LAKE COUNTY may require transfer of any equipment to COLLEGE OF LAKE COUNTY or a third party for any reason, including, without limitation, if COLLEGE OF LAKE COUNTY terminates the Subaward or SUBRECIPIENT no longer conducts Subaward activities. The SUBRECIPIENT shall properly maintain, track, use, store and ensure the equipment is according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and COLLEGE OF LAKE COUNTY requirements stated herein.
- 15.6 Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, the SUBRECIPIENT should, to the greatest extent practicable under this Subaward, 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 SUBAWARD.
16. Monitoring, Review and Evaluation of Program Performance. COLLEGE OF LAKE COUNTY shall be furnished access to SUBRECIPIENT's records directly related to this SUBAWARD for the purpose of monitoring, review, and evaluation of performance. SUBRECIPIENT agrees that "access" in the terms of this section includes, but is not limited to, unscheduled and unannounced visits by COLLEGE OF LAKE COUNTY staff, designees of COLLEGE OF LAKE COUNTY, or agents of the State government to the facilities or operations of SUBRECIPIENT.

17. Organization and Staffing. SUBRECIPIENT shall maintain current job descriptions for all positions which are funded in whole or in part by this SUBAWARD. These job descriptions shall match each staff member's actual duties. The experience and educational qualifications listed on each job description must match those of the staff member(s) to whom that job description applies. The job descriptions must be kept current.
- 18.1 Criminal Convictions. SUBRECIPIENT certifies that neither it nor any officer, director, partner or other managerial agent of SUBRECIPIENT 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. SUBRECIPIENT further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5 and acknowledges that COLLEGE OF LAKE COUNTY shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 18.2 SUBRECIPIENT shall continue to disclose to COLLEGE OF LAKE COUNTY all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if SUBRECIPIENT receives over \$10 million in total Financial Assistance, funded by federal funds, during the period of this Award, SUBRECIPIENT must maintain the currency of information reported to System for Award Management (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.
- 18.3 SUBRECIPIENT certifies that within a three (3)-year period preceding this Agreement, they have not been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;
- 18.4 SUBRECIPIENT certifies they are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in sub-paragraph 18.3.
- 18.5 SUBRECIPIENT certifies they have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the SUBRECIPIENT, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.
- 19.1 Grievance/Complaint Procedures, Disputes, and Court Actions. Any dispute between SUBRECIPIENT and COLLEGE OF LAKE COUNTY concerning the terms or provisions of this SUBAWARD which constitutes a question of fact, and which is not disposed of by this SUBAWARD shall be decided by the COLLEGE OF LAKE COUNTY Vice President of Community and Workforce Partnerships, who shall send a copy of the written decision to SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) days from the post mark on the letter of transmittal SUBRECIPIENT files a written appeal with the COLLEGE OF LAKE COUNTY President. The written appeal shall be delivered to the COLLEGE OF LAKE COUNTY Vice President of Community and Workforce Partnerships who shall promptly notify the COLLEGE OF LAKE COUNTY President. The decision of the COLLEGE OF LAKE COUNTY President concerning the appeal shall be final and conclusive unless determined by a

court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In accordance with any appeal proceeding under this clause, SUBRECIPIENT shall be afforded the opportunity to be heard and to offer evidence in support of its appeal. Pending final determination of the dispute, SUBRECIPIENT shall proceed diligently with the performance of the SUBAWARD. SUBRECIPIENT may be represented by counsel at SUBRECIPIENT's sole cost and expense.

19.2 Any dispute between SUBRECIPIENT and COLLEGE OF LAKE COUNTY that cannot be successfully resolved as contemplated in Section 19.1 above, including the failure of either Party to follow any dispute resolution procedures set forth in this SUBAWARD, shall be resolved by initiation of judicial proceedings brought before a court of competent jurisdiction in Lake County, State of Illinois.

19.3 SUBRECIPIENT shall immediately notify COLLEGE OF LAKE COUNTY in writing of any actions or suits filed and of any claims made against COLLEGE OF LAKE COUNTY, SUBRECIPIENT, or any of the parties involved in the implementation and administration of the programs funded under this SUBAWARD.

20.1 Public Credit to Funding Sources. SUBRECIPIENT expressly understands that any dissemination of information to the public concerning the subject of this SUBAWARD shall be done with full credit to the funding source in the format required in the DCEO grant agreement with Grantee, Attachment A hereto.

20.2 Use of SUBAWARD Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that SUBAWARD funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, SUBRECIPIENT shall obtain prior approval from COLLEGE OF LAKE COUNTY for the use of those funds. (2 CFR 200.467)

21. De-obligation of Funds for Low Spending Levels. COLLEGE OF LAKE COUNTY will review the monthly spending levels for this SUBAWARD. If it is clear that SUBAWARD spending goals will not be reached, COLLEGE OF LAKE COUNTY, in its discretion may modify or cancel this SUBAWARD in accordance with this SUBAWARD. If SUBAWARD'S spending goals are reduced, an adjustment in the program's funding level may be made.

22. Hold Harmless Agreement. SUBRECIPIENT agrees to indemnify, protect, defend and save harmless the State of Illinois and COLLEGE OF LAKE COUNTY from and against any and all third party claims, demands, actions, and causes of action for personal injury, death and property damage, including, but not necessarily limited to, the cost of defense and reasonable attorneys' fees thereof, arising or which may at any time arise in favor of any employee, or representative of SUBRECIPIENT to the extent caused by SUBRECIPIENT's negligence or willful misconduct and except to the extent caused by the acts or omissions of either COLLEGE OF LAKE COUNTY and/or the State of Illinois and each of their employees, agents, and representatives. Neither Party hereto shall be liable for special, incidental or consequential damages including lost profit and similar economic damages in connection with this Agreement.

22.1 Modifications Any Federal or State laws or regulations which affect this SUBAWARD, and any and all such Federal, State, and local laws and ordinances and regulations which may, from time to time, and at multiple times, be newly adopted, altered or amended shall be incorporated into this

SUBAWARD on the effective date of the laws or regulations and any amendments thereof. This SUBAWARD may be modified based upon changes in Federal and/or State guidelines that may be forthcoming as a result of legislative changes as long as such changes do not significantly affect the scope of work subject to this SUBAWARD.

22.2 Any existing Federal, State, or local laws which are relevant or applicable to this SUBAWARD, but which COLLEGE OF LAKE COUNTY identifies after the SUBAWARD is signed shall be immediately incorporated into the SUBAWARD without further action by either Party.

22.3 COLLEGE OF LAKE COUNTY reserves the right to stop program operations immediately if COLLEGE OF LAKE COUNTY believes that any law relating to this SUBAWARD has been violated.

22.4 If SUBRECIPIENT cannot conform to the changes required by Federal or State of Illinois laws, or Federal or State of Illinois regulations, SUBRECIPIENT shall immediately notify COLLEGE OF LAKE COUNTY in writing. COLLEGE OF LAKE COUNTY shall then establish the standards for the termination of the SUBRECIPIENT's program and will terminate this SUBAWARD as soon as practicable.

22.5 COLLEGE OF LAKE COUNTY retains the right to unilaterally modify this SUBAWARD for good cause. "Good cause" includes, but is not necessarily limited to, the following:

22.5.1 SUBRECIPIENT's failure to meet material terms of this SUBAWARD in whole or in part;

22.5.2 SUBRECIPIENT's repeatedly failing to submit, by dates required, RECORDS and documentation giving accurate fiscal information to COLLEGE OF LAKE COUNTY; or

22.5.3 SUBRECIPIENTS' actions which demonstrate the appearance of impropriety, or which would place COLLEGE OF LAKE COUNTY in a negative audit position.

22.6 COLLEGE OF LAKE COUNTY will notify SUBRECIPIENT in writing of the determination to modify the terms of this SUBAWARD, the reasons for such modification, and the effective date of the modifications. All modifications to this SUBAWARD must be in writing and signed by both Parties EXCEPT IN CIRCUMSTANCES DESCRIBED IN SECTION 22.1, 22.3 or 22.5.

22.7 All modification requests by SUBRECIPIENT must be in writing with a full explanation of why the modification is necessary. Modification requests are to be directed to COLLEGE OF LAKE COUNTY's staff for input prior to a final decision by the COLLEGE OF LAKE COUNTY Vice President of Community and Workforce Partnerships.

23.1 Termination or Cancellation. The SUBAWARD shall be immediately canceled if at any time the State of Illinois cancels, fails to fund, or otherwise terminates, rescinds, or negates the grant through which this SUBAWARD or its program is funded.

23.2 Either Party to the SUBAWARD shall have the right to terminate and end unilaterally all obligations hereunder by notifying the other party in writing of such termination at least One Hundred Twenty (120) days prior to the stated effective date of termination. If SUBRECIPIENT fails to fulfill its obligations under this SUBAWARD or misrepresents any information relied upon by COLLEGE OF LAKE COUNTY, COLLEGE OF LAKE COUNTY may notify SUBRECIPIENT in writing that COLLEGE OF LAKE COUNTY will terminate the SUBAWARD effective thirty (30) days following the date of

notification. SUBRECIPIENT shall, however, remain obligated to maintain all RECORDS as required by this SUBAWARD regardless of cancellation of this SUBAWARD.

23.3 Upon termination or receipt of notice to terminate, whichever occurs first, SUBRECIPIENT shall cancel, withdraw or otherwise terminate any outstanding orders or SUBAWARD(s) which relate to the performance of this SUBAWARD and shall cease to incur costs. COLLEGE OF LAKE COUNTY shall not be liable to SUBRECIPIENT or SUBRECIPIENT's creditors for reimbursement or payment of any expenses incurred after the termination date. Upon termination of this SUBAWARD for any reason, SUBRECIPIENT shall return to COLLEGE OF LAKE COUNTY within thirty (30) days after the receipt of written request for return, all property purchased with funds received under this SUBAWARD and all property furnished to COLLEGE OF LAKE COUNTY by the State of Illinois. SUBRECIPIENT shall return such property and property RECORDS in the manner prescribed by COLLEGE OF LAKE COUNTY. Between the date of termination of the SUBAWARD and the date of return of the property, SUBRECIPIENT shall protect such property from damage, loss, or destruction. SUBRECIPIENT shall preserve all RECORDS relating to this SUBAWARD as provided in this SUBAWARD.

23. Governance. This SUBAWARD is governed by the laws of the State of Illinois.

24. Definitions. The following terms of this SUBAWARD shall be defined as follows:

SUBRECIPIENT – shall mean the non-Federal entity receiving this SUBAWARD from a passthrough entity to carry out part of a Federal program.

SUBAWARD – shall mean the Subaward Agreement entered into between COLLEGE OF LAKE COUNTY and SUBRECIPIENT.

Expendable Property – shall mean that tangible property having a useful life of one (1) year or less and acquisition cost of less than \$5,000.

Non-Expendable Property – shall mean that tangible property having a useful life or more than one (1) year and an acquisition cost of more than \$5,000 per unit.

Debt Collection and Audit Resolution Procedures – shall mean those policies, procedures, and practices as may from time to time be adopted or approved by COLLEGE OF LAKE COUNTY for the purpose of making a determination on auditors' administrative and questioned cost findings, including corrective action requirements imposed on the audited organization; audit resolution does not necessarily connote agreement on the part of the audited organization.

### **PART III - ADDITIONAL REPRESENTATIONS AND WARRANTIES**

25. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the SUBRECIPIENT makes the following representations and warranties to COLLEGE OF LAKE COUNTY:
- 25.1 It possesses the legal authority and has taken such action as may be required to enter into and be bound by this SUBAWARD and to execute the program and represents that prior to signing this SUBAWARD it has thoroughly reviewed the same and understands and agrees to the terms set forth herein.
- 25.2 It will comply fully with the applicable laws outlined in 23-451009 as such laws now exist or may be hereafter amended
- 25.3 It will comply with applicable requirements imposed by or pursuant to regulations implementing the laws listed herein and shall cooperate with such compliance monitoring as COLLEGE OF LAKE COUNTY or its designee or fiscal agent may from time to time require. SUBRECIPIENT understands that the State of Illinois has the right to seek judicial enforcement of this assurance.
- 25.4 No funds received under this SUBAWARD will be used to fund any activities prohibited under Federal, State or local laws, 2 CFR 200 or implementing regulations.
- 25.5 Appropriate standards for health and safety in work and training situations will be maintained.
- 25.6 The program will not result in the displacement of employed workers or impair existing subawards for service.
- 25.7 No funds will be used to train Participants to fill a job opening created by the action of an employer in laying off or terminating the employment of any other employee of the SUBRECIPIENT in anticipation of filling the vacancy so created by the hiring of a program Participant.
- 25.8 All records and reports required to be completed by SUBRECIPIENT pursuant to this SUBAWARD shall be accurate, true, and correct to the best knowledge of SUBRECIPIENT. Any misrepresentation of a material fact concerning the accomplishments directly related to SUBAWARD funds may result in funds being withheld by COLLEGE OF LAKE COUNTY, or legal action to recover funds paid to SUBRECIPIENT as a result of such misrepresentation.
- 25.9 It will establish safeguards to prevent SUBRECIPIENT's staff members, employees, officers, directors, partners, owners, board members, agents, representatives, and volunteers from using their positions for a purpose that is, or gives the appearance of, being motivated by desire to divert SUBAWARD funds for private gain for themselves or others, particularly those with which they have family, business, or other ties as a result of the work to be performed as outlined in the attachments to this SUBAWARD.
- 25.10 It will be bound by determinations arising from COLLEGE OF LAKE COUNTY's Debt Collection and Audit Resolution Procedures.

- 25.11. It will comply with the non-procurement suspension and debarment regulations implementing Executive Orders 12549 and 12689, 2 CFR 180 (2 CFR 200.212), which prohibits a contract award from being made to parties listed on the government-wide exclusions in the System for Award Management (SAM).
- 25.12. It is not disbarred, suspended, or proposed for debarment declared ineligible, or voluntarily excluded from participation in this SUBAWARD by any Federal department or agency (45 CFR Part 76), or by the State of Illinois (30 ILCS 708/25(6)(G)).
- 25.13. It is not a corporation or agency that has any unpaid Federal or State tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal or State Agency has considered suspension or debarment of the corporation or agency and has made a determination that this further action is not necessary to protect the interests of the United States government or the State of Illinois government.
- 25.14. It is not an agency or corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months before this SUBAWARD was executed, unless a Federal or State Agency has considered suspension or disbarment of the agency or corporation and has made a determination that this further action is not necessary to protect the interests of the United States government or the State of Illinois government.
- 25.15. It will address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate, when the SUBAWARD is more than the simplified acquisition threshold amount set forth in 48 CFR part 2, subpart 2.1.
- 25.16. It will address termination for cause and for convenience by the COLLEGE OF LAKE COUNTY, including the manner by which it will be affected and the basis for settlement.
- 25.17. If SUBREICIPIENT is a corporation (including a not-for-profit corporation) or a limited liability partnership, it is in good standing for operations in the State of Illinois and will provide a copy of its "Certificate of Good Standing" from the Illinois Secretary of State's office to be maintained in the SUBAWARD file.

## **PART IV SCOPE OF WORK**

### **BACKGROUND**

College of Lake County (CLC) will be the lead partner agency throughout the implementation and coordination of Year 1 of the CEJA Workforce Network Hub Program (Program) throughout Lake County and surrounding service areas in collaboration with the Lake County Workforce Development (SUBRECIPIENT). The CEJA Workforce Network Hub Program in Waukegan aims to provide comprehensive training and support services to prepare individuals for careers in clean energy and related industries.

### **DEFINITIONS**

N/A

### **SUBAWARD ACTIVITIES**

The SUBRECIPIENT's activities will include, but are not limited to, conducting community outreach for Program recruitment to ensure widespread awareness and engagement with the community; provide Program transition services to include providing intake counseling, monitoring the progression of clients through recruitment, Program participation, and employment, providing supportive services to reduce client participation barriers and increase client retention in the program, including, but not limited to, coordinating participant stipends and barrier reduction funding and assisting clients with enrollment in CLC or Partner CEJA classes; delivering career counseling and job placement service; offering comprehensive essential workplace-basics training; connecting with clean energy job partners to facilitate work-based learning, internships, apprenticeships, and job placements while building partnerships with local clean energy employers to support participant success throughout the program. Barrier reduction services may include transportation assistance, child or family care, technology assistance, transportation related costs (including drivers education courses, driver's license fees, registration fees, car repairs, gas cards, public transportation cards), health services (including medical, dental, vision, and mental health care), emergency bill payments, rental assistance, and legal assistance.

### **PROGRAM COORDINATION**

Together, CLC and SUBRECIPIENT will collaborate to develop and implement the Program, with lead representatives serving on the Hub Executive Team (Team). Meeting monthly, the Team will focus on implementing, tracking, and reporting the strategies and outcomes outlined in the grant agreement between CLC and the Department of Commerce and Economic Development (DCEO). The Team will follow established processes and procedures to ensure equitable services for all eligible participants. Regular progress reviews, strategic adjustments, and data-sharing will facilitate seamless tracking of participant progress and program outcomes.

Joint marketing and outreach campaigns will maximize program visibility and participant enrollment, with both parties allocating necessary staff, facilities, and financial resources to support operations as outlined in the approved DCEO CEJA Work Plan (Yr1). Success will be measured through key performance indicators, including enrollment numbers, completion rates, and job placement rates. Regular reporting will ensure transparency and accountability, with the partnership remaining in effect for the CEJA Workforce Network Hub Program funding period.

## PROGRAM SERVICE AREA

The Hub will focus efforts within the identified communities that are in the most need of CEJA services. The Restore, Reinvest, and Renew1 (R3) Zones include North Chicago, 60064 (0512, 0514, 0515, 0516, 0517, 0518, 0519, 0520, 0521), Waukegan, 60085/60087 (0509, 0510, 0511, 0513, 0522); Zion, 60099 (0505, 0506, 0507, 0508). The Equity Investment Eligible2 (EIE) communities, which was updated September 2023 to include Environmental Justice Community areas include North Chicago (60084), Waukegan (60085/60087), and Zion (60099), Gurnee (60031), Highland Park (60035), Highwood (60040), Mundelein (60060) and Buffalo Grove (60089).

## PROJECT WORKPLAN REQUIREMENTS

The intent of the Approved CEJA Work Plan (Yr1) is to engage employers, community-based organizations, and educational institutions through the Waukegan CEJA Workforce Network Hub that ensures Program eligible individuals have dedicated and sustained support to enter and build clean energy careers. The SUBRECIPIENT will coordinate delivery of the Program throughout Lake County and surrounding areas as outlined in the Work Plan. In alignment with the Approved CEJA Work Plan (Yr1), the SUBRECIPIENT will deliver all required components to the target populations including recruitment and outreach, enrollment and completion of the Bridge Program, enrollment and completion of job-specific training, transition to clean energy employment and/or advanced training, or transition into a non-clean energy employment and/or advanced training.

## PROJECT MANAGEMENT & REPORTING

Project management and reporting for the CEJA Workforce Network Program will be conducted through a structured framework that includes detailed planning, resource allocation, and timeline management. The SUBRECIPIENT will submit monthly progress reports, which must include key performance indicators such as participant enrollment, training completion rates, job placements, and participant satisfaction. Monthly progress meetings will be held with all stakeholders to discuss milestones, address challenges, and make necessary adjustments. Additionally, periodic site visits and inspections will be conducted to verify on-ground activities and adherence to quality standards. Financial oversight will be maintained through monthly spending level reviews, regular audits, and expense verification to ensure proper fund utilization.

## PARTICIPANT TRACKING

The SUBRECIPIENT agrees to use the CEJA database as required by DCEO to track and report program participant progress and will utilize the approved resources and assessment tools to measure effectiveness aligned to the CEJA Waukegan Hub Approved Work Plan. The SUBRECIPIENT will maintain required participant documents required by DCEO including, but

not limited to, the New Customer Intake, Prescreening, Application, Career Plan Assessments, Service Needs Assessment, Stipend Procedure, Career Plan Overview, Referral Form, Exit Interview Questionnaire, Dismissal Letter, enrollment, persistence, and completion reports; participant satisfaction survey(s) instructor feedback reports and other documents required by DCEO.

The Program Manager will review the progress data regularly to measure effectiveness. The results will be used to modify Approved CEJA Waukegan Hub Work Plan (Yr1).

#### PROGRAM DEVELOPMENT AND EVALUATION

At the conclusion of each program year, an annual evaluation report will be completed by the Program Manager and presented to the Team for final review and approval. The Program Manager will ensure the following CEJA Program Accountability Activities are implemented and reported throughout the three-year program.

1. Regular Team meetings: Team will meet minimally monthly) to discuss grant progress and compliance reporting.
2. Time & Effort Documentation: Ongoing Time & Effort for all staff will be documented.
3. Student Evaluation of Instruction: CLC's will assist with the dissemination and collection of the Student Evaluation of Instruction.
4. Monthly Progress Reports: The Program Manager will provide monthly program updates to the Team (budget, outcomes, metrics, and data), who will review and provide updates to the CLC President and the SUBRECIPEINT'S Board.
5. Mid-Year/Annual Reports: Monthly program updates will be used to produce mid-year/annual reports. The Program Manager will provide updates to the Team, who will review and provide updates to the CLC President and SUBRECIPEINT Board. These reports will be reviewed by the full team implementing the grant to ensure understanding and making sense of the data by front- line and administrative staff. The entire team needs to understand the data to enact change systemically throughout the team.
6. Grant Management: The SUBRECIPEINT will adhere to CLC's established comprehensive procedures for grant management. An independent auditing firm has reviewed the procedures to assure their compliance with 2CFR200 and other state and institutional directives. CLC must approve all purchases to ensure compliance with all relevant regulations.
7. Institutional Audit: The SUBRECIPEINT will collaborate with CLC to conduct an annual college audit of the financial transactions and records will be provided to assure that the College has administered the CEJA program in compliance with grant regulations.

## PERFORMANCE MEASURES

Data will be collected to report and track the *Approved Activities and Outcomes* documented in the approved CEJA Waukegan Hub Work Plan (Yr1). LCWD, in collaboration with CLC, will agree to evaluate the effectiveness of the activities and outcomes as described in the PROGRAM DEVELOPMENT AND EVALUATION section above.

The results of data collected will be used to edit or revise the Approved CEJA Waukegan Hub Work Plan (Yr1) if activities do not achieve desired results. If unexpected changes occur, such as a position vacancy, an alternative representative will be identified to ensure progress is maintained. If unexpected changes occur with the proposed budget expenditures, the Team will determine recommendations and/or revisions to ensure the awarded funds are expended and the following project metrics are met effectively.

## PERFORMANCE STANDARDS

- **OUTREACH and PARTNERSHIPS:** Outreach events delivered, Attendees of outreach events, Inquiry contacts, Engagements with clean energy employers or other industry professionals,
- **SERVICE DELIVERY:** Program applicants, Enrolled participants, Graduates: Bridge program, Graduates: [Job-specific training option 1: HVAC), Graduates: [Job-specific training option 2: EV/Hybrid Automotive], Graduates: [Job-specific training option 3: Energy Auditor], Graduates: [Job-specific training option 4: Construction & Building Inspector]. Credentials/certifications received associated with job-specific training [list certifications].
- **ELIGIBILITY CHARACTERISTICS OF ENROLLED PARTICIPANTS:** Residents of EITHER an Environmental Justice community OR an R3 community, Residents of BOTH an Environment Justice community AND an R3 community, Persons with prior involvement with the criminal legal system, Persons with other barriers to employment, such as language barriers or low educational attainment, foster care system members or graduates, Displaced energy workers.
- **TRANSITION OUTCOMES:** Primary outcome: Job placements in clean energy, Job retention in clean energy, 12 months; Primary outcome: Advanced training placements in clean energy, Advanced training retention, 12 months; Primary outcome: RAP placements, RAP retention 12 months; Secondary outcome: Job placements outside clean energy industry, Job retention outside clean energy industry, 12 months.

**PART V UNIFORM BUDGET**

**6 A. Workforce Hub Program Contractors** \$1,352,138

Contractual Service or Subaward FY25 costs associated with the development and delivery of the Workforce Hub Program Services, excluding supportive services, to program participants.

Description: Contractual services & subawards will be paid for the following program services: 1A: Workforce Hub program staff to administer programmatic elements (\$422,138) Reimbursement for providing program participant enrollment stipends and work-based learning practicums (\$930,000).

**6 B. Supportive Service Contractors** \$700,000

The Lake County Workforce Development will serve as a subcontractor for the CEJA Waukegan Hub project and will be paid to administer the funds budgeted in FY25 for the Barrier Reduction Program (\$200,000) and reimbursement for providing barrier reduction services to program participants (\$468,000), examination fees for certification testing (\$32,000).

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