

**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY  
STORMWATER CAPITAL IMPROVEMENT PROGRAM (DCEO-STOCIP)  
INTERGOVERNMENTAL AGREEMENT  
between the  
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION  
AND THE  
VILLAGE OF LIBERTYVILLE  
FOR THE  
ROCKLAND ROAD CORRIDOR AND HIGHLANDS SUBDIVISION PHASE 1 & 2 FLOOD REDUCTION  
PROJECTS**

This is an agreement by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION (herein referred to as “SMC”), 500 West Winchester Road, Libertyville, Illinois 60048 and the Village of Libertyville (herein referred to as Local Sponsor), 118 W. COOK AVE., LIBERTYVILLE, IL 60048.

**ARTICLE I  
AWARD AND SMC/LOCAL SPONSOR – SPECIFIC PROJECT INFORMATION**

**1.1 Purpose.** The DCEO-STOCIP Program’s primary role is to assist in implementing regional stormwater infrastructure projects to resolve multi-jurisdictional drainage and flooding-related problems discovered through interactions of SMC personnel with the public, local governments, and other project partners. Projects will be consistent with the program requirements set forth by DCEO and the SMC DCEO-STOCIP Policies and Procedures and this document. The intent of DCEO-STOCIP is to resolve major flooding problems through the allocation of capital infrastructure funding across Lake County’s four major watersheds: the Fox River, Des Plaines River, North Branch Chicago River, and Lake Michigan. Over the life of the program the funding distribution will take into account the equalized assessed valuation (EAV) of the property within each major watershed; while utilizing the CMAP Principles of Inclusive Growth, Resilience, and Prioritized Investment with regard to distribution to local government and political jurisdictions; and give consideration of the SMC Enhanced Environmental Justice areas.

**1.2 Project Description.**

The Rockland Road Corridor and Highland Subdivision Phases 1 & 2 Flood Reduction Projects (PROJECTS) are located within the Village of Libertyville (refer to Exhibit 1). The scope of the Rockland Road Corridor Flood Reduction Project consists of installing 2,375 lineal feet of new mainline storm sewer varying in size from 24-inch to 48-inch diameter and 45 structures in order to reduce flooding impacts to the neighborhood as depicted on the Concept Plan (refer to Exhibit 2). The Highlands Subdivision Flood Reduction Projects consist of constructing 40.5 acre-feet of detention on the south half of Nicholas Dowden Park (Phase 1) and upstream intake and conveyance improvements (Phase 2) as depicted on the Concept Plan (refer to Exhibit 2).

**1.3 Amount of Grant Contribution.** Through this Agreement, SMC agrees to contribute, by means of reimbursement, eligible project expenses in amounts not to exceed: \$2,750,000 for the Rockland Road Corridor Project; \$2,750,000 for the Highlands Subdivision Phase 1 Project; and \$2,141,377 for the Highlands Subdivision Phase 2 Project, all from the Illinois Department of Commerce and Economic Opportunity (DCEO) Grant for implementation of the PROJECTS. SMC Reimbursement is contingent upon funding from DCEO, Local Sponsor’s compliance with the terms of the DCEO-SMC Grant Agreement, compliance with terms and conditions of DCEO-STOCIP program, and compliance with all applicable federal and state laws and regulations.

**1.4 Required Project Expense Match.** A Project Expense Match (PEM) will be paid by the Local Sponsor to SMC in the amounts of \$315,191 for the Rockland Road Corridor Project, \$169,675 for the Highlands Subdivision Phase 1 Project and \$132,126 for the Highlands Subdivision Phase 2 Project to support administrative and engineering services. The PEM shall be paid to SMC by November 30, 2022. If this Agreement is terminated, PEM costs shall be determined as set forth in Section 6.6.c.

**1.5 Project Management and Responsibilities for Projects.** Program management and assigned responsibilities for all PROJECTS and phases are detailed in the Scope of Work Tasks set forth on Attachment A and incorporated herein. The Local Sponsor is the Project Manager for the PROJECTS.

**1.6 Project Budget and Expense Responsibilities.** PROJECTS expense responsibilities for all Scope of Work Tasks (Attachment A) are specified in the Project Budgets in accordance with DCEO Capital Budget Line Item Categories as set forth in Attachment B and incorporated herein.

**1.7 Project Schedule.** The Project Schedules associated with all Scope of Work Tasks (Attachment A) for PROJECTS are specified on Attachment C and incorporated herein.

## ARTICLE II PURPOSE FOR GRANT

**2.0 Purpose for Grant.** The Rockland Road Corridor Flood Reduction Project will provide a significant increase in flood protection to residential structures, properties and roadways within the west portion of the Copeland Manor subdivision with the construction of storm sewer intake and conveyance improvements. This project will reduce urban flooding impacts to more than 150 residences and businesses. The Highlands Subdivision Flood Reduction Projects – Phase 1 and Phase 2 will reduce flooding impacts to a neighborhood that was constructed prior to modern stormwater management regulations. The neighborhood’s storm sewer system has just a two-year storm capacity and is absent of safe overland flow routes and suitable on-site detention. Phase 1 will provide 40.5 ac-ft of on-site detention and Phase 2 will construct storm sewer intake and conveyance improvements to protect the entire neighborhood during a 25-year frequency storm event, with just very minor street and back yard flooding. Implementation of the Highlands Subdivision Flood Reduction Projects will provide flood mitigation benefits for 300 properties and 12 roadways.

## ARTICLE III SMC TERMS AND CONDITIONS

**3.1 Regulatory Compliance.** The PROJECTS shall comply with the Watershed Development Ordinance (WDO) or local standards if more restrictive, and all regulations, laws, and statutes. It is the responsibility of the Local Sponsor to ensure that all necessary permits are secured prior to the implementation of the PROJECTS. Work within public road rights-of-way shall not be performed without appropriate permits or authorization from the jurisdictional Road Authority.

**3.2 National Flood Insurance Program (NFIP).** Local Sponsor shall be a member and in good standing with the NFIP and comply with SMC policies.

**3.3 Landowner Agreements.** The Local Sponsor shall enter into appropriate legally binding arrangements to ensure that the land rights necessary for operation and maintenance procedures are possible in perpetuity for the PROJECT. All easements must be obtained prior to the start of construction. Documentation showing that the Local Sponsor has obtained the necessary deed or plat restrictions to construct and maintain the PROJECTS shall be provided to SMC prior to start of the PROJECTS. The cost of obtaining landowner agreements shall not be included in the PROJECTS’ Budgets (Attachment B), although the value of the PROJECTS land rights may be added to the overall PROJECTS cost. PROJECTS must be located on real property in which the Local Sponsor has interest evidenced by valid title or easement, extending in perpetuity. DCEO-STOCIP funding shall not pay for any easements or deed or plat restrictions necessary to implement the PROJECTS on property that is benefiting from the PROJECTS.

**3.4 Operation and Maintenance Plan.** The Project Manager shall develop an Operation and Maintenance Plan (O & M Plan) for the PROJECTS implemented under this Agreement to ensure its long-term viability. The O & M Plan shall include annual inspections and appropriate maintenance activities and shall be provided along with the PROJECTS final report as described in Section 3.7 below. The O & M Plan shall identify the financial resources necessary for the implementation of the O & M Plan. Local Sponsor shall have the responsibility for maintenance of the PROJECTS in perpetuity. O & M costs incurred that are not included in Attachment B, Item DCEO-10, “Other Construction Expenses,” or occur after the term of this Agreement, as specified in Section 6.1, are not eligible for reimbursement.

**3.5 Implementation of PROJECTS.** Only Project Expenses specified in Attachment B that are incurred during the term of this Agreement and after DCEO approval and execution of the project Agreement can be reimbursed.

**3.6 Modification of PROJECTS.** Modifications to the Scope of Work Tasks on Attachment A and Project Schedule on Attachment C must be approved in writing by SMC and may require approval of DCEO. Approval of such modifications shall not be unreasonably withheld by SMC.

**3.7 Coordination of PROJECTS.** The Project Manager shall provide coordination and progress briefings for PROJECTS as requested by SMC during the course of the PROJECTS. Project Manager shall provide SMC monthly Performance and Financial reports for PROJECTS, based on DCEO reporting requirements, showing the progress of implementation of PROJECTS and financial summary for each Task/Phase of the PROJECTS in accordance with the Project Schedule (Attachment C). Reports shall be submitted via email to the SMC Contact by the 7th day of the following month throughout the term of this Agreement. Frequency of reporting requirements may be changed by SMC as required or allowed by DCEO.

**3.8 Evaluation of PROJECTS and Report.** The Project Manager shall provide a final report consisting of the following: an introduction; description of PROJECTS including pre- and post-conditions, methods of PROJECT installation; a summary of the bid quantities installed; and a final expenditure report for the PROJECTS which includes a cost summary. Attachments to the final report shall include a location map; the approved as-built plan; Operations and Maintenance Plan; photographic documentation of pre-project, during construction and final conditions; copies of all required permits; and invoices and/or cost documentation for all work on PROJECTS including in-kind work and materials. Report requirements are subject to change based on guidance from DCEO. SMC will provide the Local Sponsor with a DCEO approved template for the final report. A final report which complies with the provisions of this Section must be provided to SMC within 30 days after completion of the PROJECTS, and no later than October 15, 2023, whichever is earlier. Final reimbursement request will not be paid until the final report is received.

**3.9 PROJECT Audit.** SMC may audit any PROJECTS for completeness of DCEO-STOCIP funded work products or deliverables, adherence to agreed schedules or extensions, and appropriateness of DCEO-STOCIP fund expenditures. Incomplete work products or deliverables, delays or beyond agreed deadlines may result in forfeiture of grant funding pursuant to the executed PROJECTS agreement and/or a determination of ineligibility for the Local Sponsor, its authorized agents, representatives, and assigns to apply for future grants.

#### ARTICLE IV

#### DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DCEO) TERMS AND CONDITIONS

This Article incorporates Terms and Conditions required by DCEO ("Grantor" for purposes of this Article) for Intergovernmental Agreements between SMC and Local Sponsors.

**4.1 Lobbying Certification by Sub-awardees.** Pursuant to ARTICLE XI of the DCEO Grant Agreement between SMC and Grantor, the following provisions are incorporated into this Agreement. Local Sponsor is also subject to certification and disclosure, as required by the final grant agreement from DCEO. Local Sponsor agrees that pursuant to Appendix II(I) to 2 CFR Part 200, SMC shall forward all disclosures by contractors regarding this certification to Grantor.

**4.1.a. Improper Influence.** Local Sponsor certifies that no Grant Funds have been paid or will be paid by or on behalf of it 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, Local Sponsor certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

**4.1.b. 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 and submit a copy to the SMC.

**4.1.c. Lobbying Costs.** Local Sponsor 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.

**4.1.d. Procurement Lobbying.** Local Sponsor warrants and certifies that it and, to the best of its knowledge, its sub-awardees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees, sub-awardees, 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.

**4.1.e. Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this Agreement and is a prerequisite for this Agreement, 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.

#### **4.2 Maintenance and Accessibility of Records; Monitoring.**

**4.2a. Records Retention.** Local Sponsor shall maintain for ten (10) years from the date of submission of the final expenditure report for the PROJECTS adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to the PROJECTS, the DCEO Award and this Grant Contribution, adequate to comply with 2 CFR 200.333, unless a longer retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

**4.2.b. Accessibility of Records.** Local Sponsor, 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, SMC, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Local Sponsor shall cooperate fully in any such audit or inquiry.

**4.2.c. Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this Section 4.2, shall establish a presumption in favor of the State and SMC for the recovery of any funds paid or contributed by the State or SMC under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

#### **4.3 Subcontracts/Sub-Grants.**

**4.3.a. Local Sponsor/Delegation.** Local Sponsor may not delegate any of its duties under this Agreement without Prior Approval of SMC and, if necessary, Grantor.

**4.3.b. Application of Terms.** Local Sponsor shall advise any subcontractor or subgrantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of the DCEO-SMC Grant Agreement. In all agreements between Local Sponsor and subcontractors or subgrantees, SMC requires that all Local Sponsors adhere to the terms of the DCEO-SMC Grant Agreement.

**4.3.c. Domestic Preference for Procurements.** In accordance with the DCEO-SMC Grant Agreement and with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Local Sponsor 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 Agreement and the DCEO Award.

#### **4.4 Additional Monitoring Provisions**

**4.4.a. Access to Documentation.** The Grant Contribution will be monitored for compliance in accordance with the terms and conditions of this Agreement and the DCEO-SMC Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that SMC or the Grantor promulgates or implements. The Local Sponsor must permit any agent authorized by the Grantor or SMC, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Local Sponsor involving transactions relating to this Award.

**4.4.b. Cooperation with Audits and Inquiries, Confidentiality.** Pursuant to Section 4.2, above, the Local Sponsor is obligated to cooperate with SMC and the Grantor and other legal authorities in any audit or inquiry related to the Grant Contribution. The Grantor or any other governmental authority conducting an

audit or inquiry may require the Local Sponsor to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Local Sponsor personnel who are necessary to support the Local Sponsor's response to the audit or inquiry. This confidentiality requirement shall not limit Local Sponsor's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Local Sponsor, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Local Sponsor shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Local Sponsor with the confidentiality requirement.

## ARTICLE V PROCUREMENT REQUIREMENTS AND CERTIFICATION

**5.1 Application of Terms.** The Local Sponsor agrees to comply with applicable federal and state laws and regulations and terms and conditions of the DCEO-SMC Grant Agreement and all license requirements or professional certification provisions. Local Sponsor shall also advise sub-contractors of the requirement to comply with such. By signing this Agreement, Local Sponsor acknowledges receipt of a copy of the DCEO-SMC Grant Agreement.

**5.2 Additional Terms and Conditions.** Local Sponsor understands and agrees that its failure to comply with the requirements of DCEO Terms and Conditions set forth in Article IV above and in the DCEO-SMC Grant Agreement may impact reimbursement for the PROJECTS. If Local Sponsor's failure to comply with DCEO-SMC Grant Agreement Terms and Conditions decreases available funding, the Local Sponsor will not be reimbursed for ineligible PROJECT costs from SMC and may be required to reimburse ineligible costs to SMC or Grantor.

**5.3 Business Enterprise Program.** DCEO requires that a Business Enterprise Program Utilization Plan be completed for each of the PROJECTS prior to reimbursement of State (DCEO) funds. Local partner shall provide the information required on the Utilization Plan template. The template form will be provided by SMC. DCEO must approve the Utilization Plan prior to any reimbursement request from local sponsor.

**5.4 Certification of Invoices and Reports.** Each invoice and report submitted by Local Sponsor must contain the following certification by an official authorized to legally bind the Local Sponsor:

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).

**5.5 Certification of Agreement Terms.** By signing below, Local Sponsor certifies that (1) all representations made in this Agreement are true and correct and (2) all Grant Contributions received pursuant to this Agreement shall be used only for the purpose(s) described herein and in accordance with the terms of this Agreement and the DCEO-SMC Grant Agreement. Local Sponsor acknowledges that the Grant Contribution provided 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 Contribution funds received.

ARTICLE VI  
TERM; COMPENSATION; TERMINATION

**6.1 Term of Agreement.** Pursuant to the DCEO-SMC Grant Agreement and the Terms and Conditions herein, this Agreement begins on October 1, 2021 and extends through September 30, 2023 however extensions up to one year can be requested subject to DCEO and SMC approval. Extensions must be requested from SMC at least 90-days prior to the termination of this Agreement. Under no circumstances, can the PROJECTS completion date be extended beyond September 30, 2025. PROJECT expenses cannot be submitted for reimbursement from SMC or DCEO which are incurred after the grant agreement completion date. Notwithstanding this section, the PEM payment deadline specified in Section 1.4 is not eligible for extension.

**6.2 Availability of Grant Appropriation.** Funding for the PROJECTS is contingent upon execution of the funding award by DCEO and SMC. Pursuant to the DCEO-SMC Grant Agreement and the Terms and Conditions herein, DCEO funding shall reimburse eligible PROJECT Expenses incurred by either the Local Sponsor or SMC, up to a NOT TO EXCEED value of \$2,750,000 for the Rockland Road Corridor Project; \$2,750,000 for the Highlands Subdivision Phase 1 Project; and \$2,141,377 for the Highlands Subdivision Phase 2 Project. PROJECT expenses that exceed \$2,750,000 for the Rockland Road Corridor Project; \$2,750,000 for the Highlands Subdivision Phase 1 Project; and \$2,141,377 for the Highlands Subdivision Phase 2 Project are not reimbursable and shall be paid by the Local Sponsor.

**6.3 Completion of PROJECT Activities.** The Parties shall conduct the Project Activities or provide the services as described in the Exhibits and Attachments, including Attachment A (Scope of Work Tasks) and Attachment B (Project Expenses) and within the time period outlined in the Project Schedule (Attachment C), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules.

**6.4 PROJECT Payments.** Project payments for the successful completion of Project Activities, shall be paid for pursuant to applicable policies and statutes. The Local Sponsor shall be responsible for making payments to its contractor(s) and shall apply for reimbursement for eligible project expenses to the SMC.

**6.5 PROJECT Payment Reimbursement.** Reimbursement for project payments is subject to the PROJECTS', Local Sponsor's, Contractor's and Subcontractor's, and SMC's adherence to this Agreement and DCEO-SMC Grant Agreement Terms and Conditions set forth in Articles IV and V of this Agreement. Reimbursement requests shall be submitted with the monthly Performance and Financial report by the 7th day of the following month throughout the Agreement period, or as otherwise specified by SMC as allowed by DCEO. In all circumstances, PROJECT contractual obligations shall not be executed after September 30, 2023 and the PROJECT shall be fully paid out by October 30, 2023 or as, in its sole discretion, such dates may be extended by DCEO. Failure of Local Sponsor to timely submit a payment request will render the amounts billed unallowable cost which SMC cannot reimburse.

**6.6 Termination of Agreement.**

**6.6.a.** This Agreement may be terminated, in whole or in part, by either party for any or no reason upon thirty (30) calendar days' written notice to the other Party. If terminated by Local Sponsor, Local Sponsor must include the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If SMC determines in the case of partial termination that the reduced or modified portion of the Grant Contribution will not accomplish the purposes for which the grant was made, SMC may terminate the Agreement in its entirety.

**6.6.b.** This Agreement may be terminated, in whole or in part, by SMC without notice, pursuant to: (1) funding failure from DCEO; (2) Local Sponsor's failure to comply with terms and conditions of this Agreement or Local Sponsor has made a false representation in connection with receipt of compensation; (3) Local Sponsor's breach of this Agreement and failure to cure such breach, or commence cure of the breach, within 15 days of written notice thereof.

**6.6.c.** The termination of the Agreement in part shall not eliminate the amount of PEM costs Local Sponsor shall pay to SMC. In the event of termination of the Agreement in whole, PEM costs will be reduced to an amount sufficient to compensate SMC for any time spent administering the PROJECTS prior to termination.

ARTICLE VII  
INDEMNIFICATION

**7.1 Independent Contractor.** Local Sponsor is an independent contractor under this Agreement and neither Local Sponsor nor or any employee or agent of Local Sponsor is an employee of DCEO or SMC and do not acquire any employment rights with DCEO or SMC or the state of Illinois by virtue of this Agreement or receipt of DCEO Grant funds. Local Sponsor will provide the agreed services and achieve the specified results free from direction or control by SMC as to the means and methods of performance. Local Sponsor and any subcontractors will be required to provide their own equipment and supplies necessary to conduct their business; provided, however, that in the event, for its convenience or otherwise, SMC makes any such equipment available to Local Sponsor, Local Sponsor's use of such equipment or supplies provided by SMC pursuant to this Agreement shall be strictly limited to official SMC or state of Illinois business and not for any other purpose, including benefit or gain.

**7.2 Indemnification.** To the extent permitted by law, Local Sponsor agrees to hold harmless SMC against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from intentional torts, negligence or breach of contract of Local Sponsor relating to the PROJECTS or this Agreement, with the exception of acts performed in accordance with an explicit, written directive of SMC.

ARTICLE VIII  
NOTICES

All notices required or permitted hereunder shall be in writing, and delivered either personally or by certified or registered mail, return receipt requested, to the following addresses or sent by electronic mail ("e-mail") to the following contact addresses:

If to Local Sponsor contact:

Paul Kendzior, Director of Public Works  
Village of Libertyville  
118 W. Cook Ave.  
Libertyville, IL 60048  
Phone: 847/918-2016  
Email: pkendzior@libertyville.com

If to SMC contact:

Michael Prusila, Planning Supervisor  
Lake County Stormwater Management Commission  
500 W. Winchester Road  
Libertyville, IL 60048  
Phone: 847-377-7700  
Email: mprusila@lakecountyil.gov

ARTICLE IX  
MISCELLANEOUS

**9.1 Exhibits and Attachments.** Attachments A through C and the exhibits referenced herein and attached hereto are incorporated herein in their entirety.

**9.2 Publicity and Notification.** Funds from this Agreement shall not be used for promotions, advertising or publicity purposes. Any press releases, printed notices, publications and the like shall include the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLT-3381 awarded to the State of Illinois by the U.S. Department of the Treasury." Local Sponsor will notify SMC at least twenty-one (21) days prior to issuing any public notice or press release concerning the PROJECTS or work performed under this Agreement.

**9.3 Assignment Prohibited.** Local Sponsor acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Local Sponsor, to include an assignment of Local Sponsor's rights to receive

payment hereunder, and that any actual or attempted sale, assignment, or transfer by Local Sponsor without the prior approval of SMC in writing shall render this Agreement null, void and of no further effect.

**9.4 Amendments.** This Agreement may be modified or amended during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties, provided the amendments comply with the final grant agreement with DCEO.

**9.5 Severability.** If any provision of the Agreement is declared invalid, its other provisions shall not be affected thereby.

**9.6 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 SMC arising out of this Agreement must be filed exclusively with the Nineteenth Judicial Circuit Court of Illinois.

**9.7 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.

**9.8 Entire Agreement.** SMC and Local Sponsor acknowledge that this Agreement, including its Exhibits and Attachments, 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 SMC or Local Sponsor.

**9.9 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.

IN WITNESS WHEREOF, the Stormwater Management Commission and Village of Libertyville have caused this Agreement to be executed by their duly authorized representatives.

LOCAL SPONSOR

\_\_\_\_\_  
Kelly Amidei, Village Administrator  
Village of Libertyville

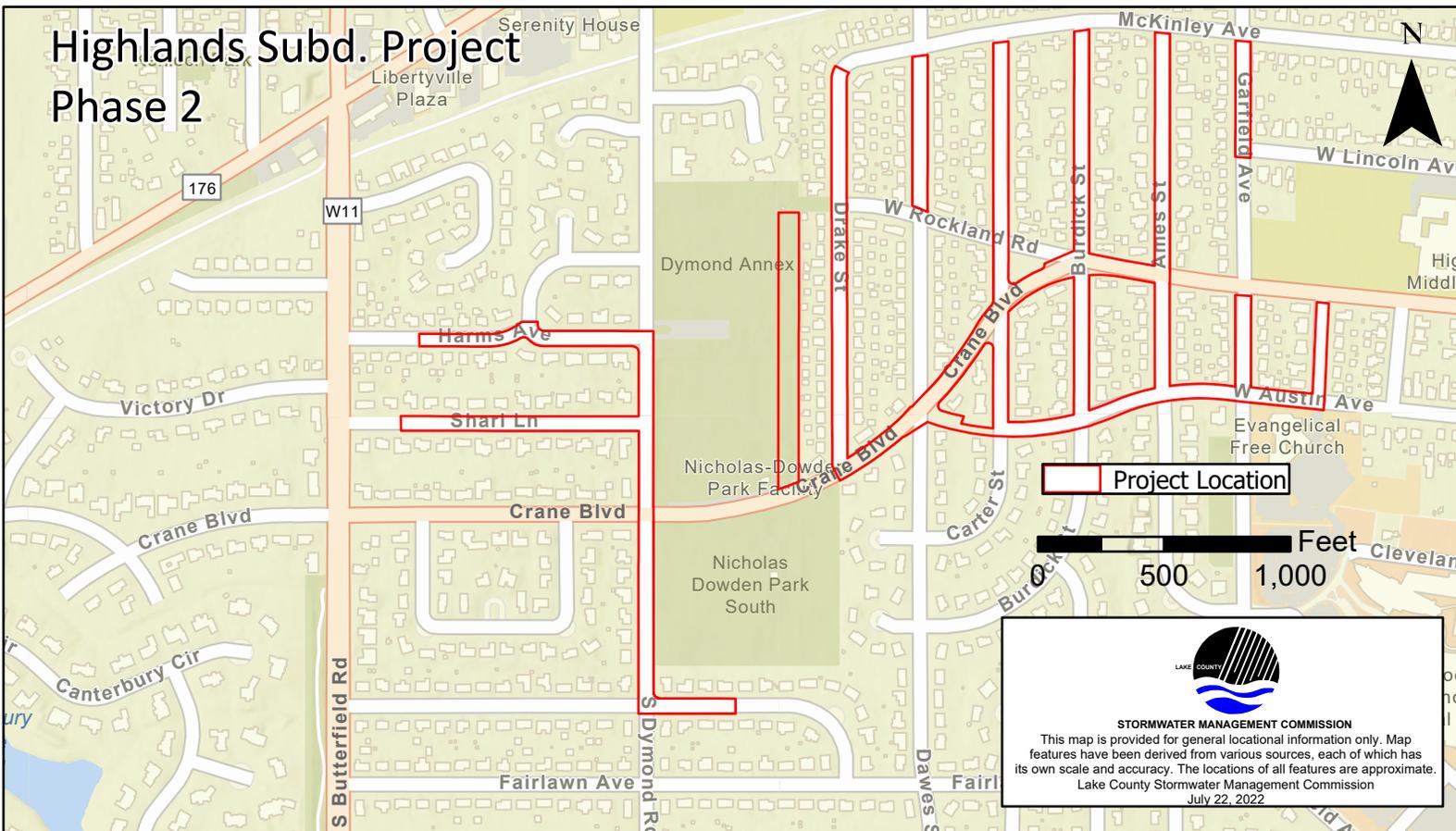
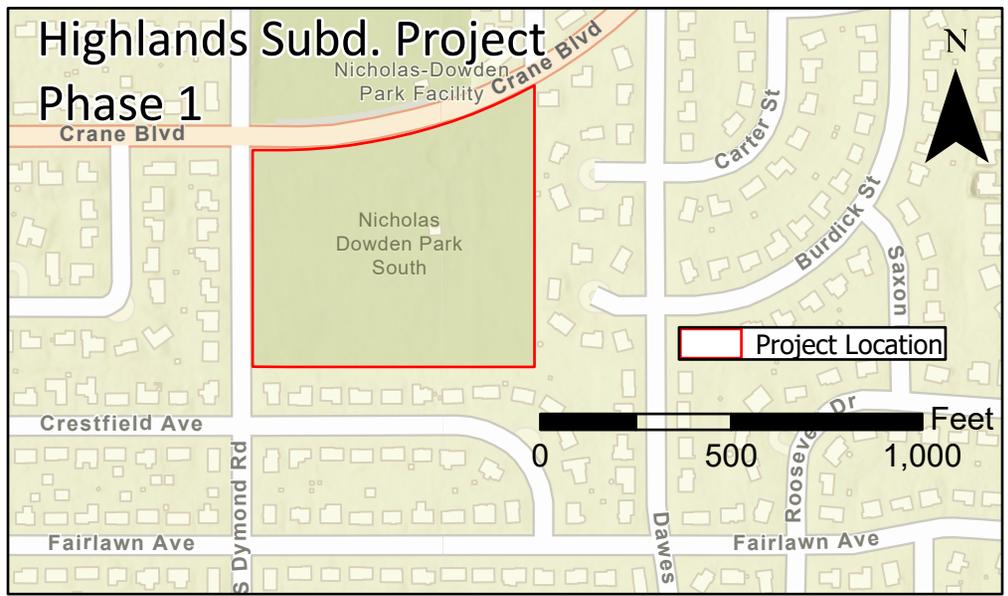
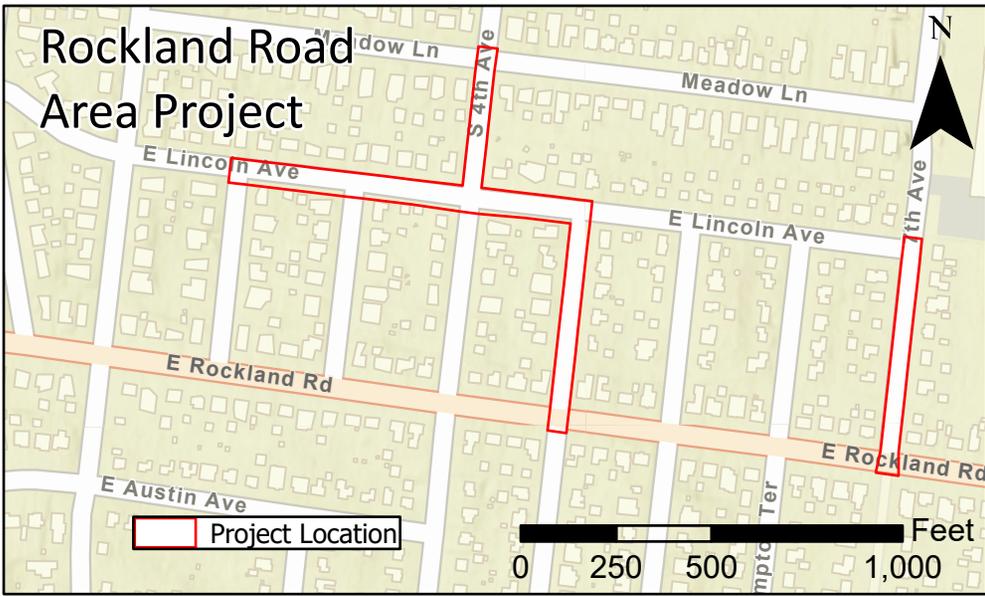
\_\_\_\_\_  
Date

STORMWATER MANAGEMENT COMMISSION:

\_\_\_\_\_  
Kurt Woolford, Executive Director  
Lake County Stormwater Management Commission

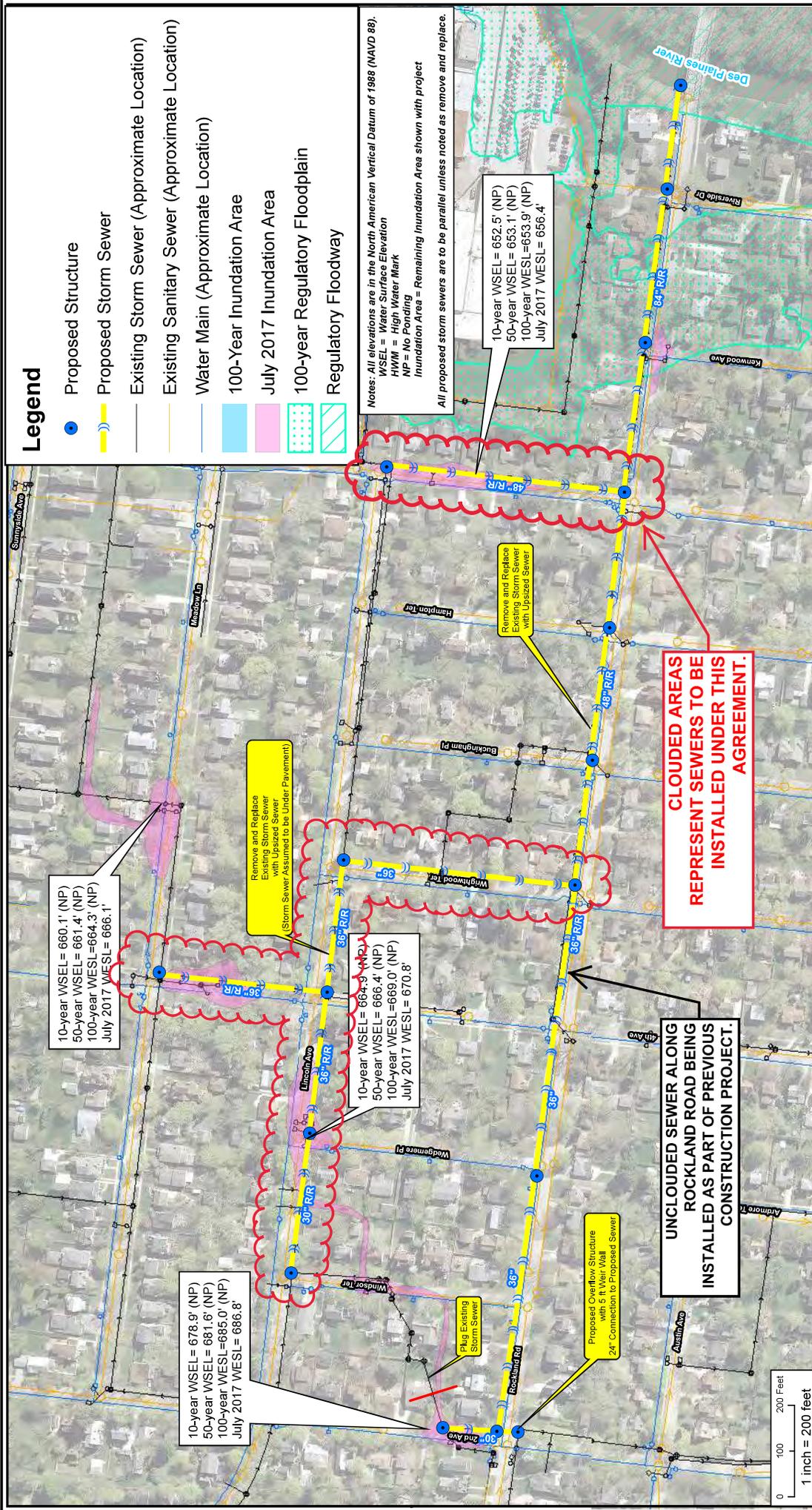
\_\_\_\_\_  
Date

**Exhibit 1**  
**Site Location Map**




**STORMWATER MANAGEMENT COMMISSION**  
 This map is provided for general locational information only. Map features have been derived from various sources, each of which has its own scale and accuracy. The locations of all features are approximate.  
 Lake County Stormwater Management Commission  
 July 22, 2022

**Exhibit 2**  
**Concept Plan**



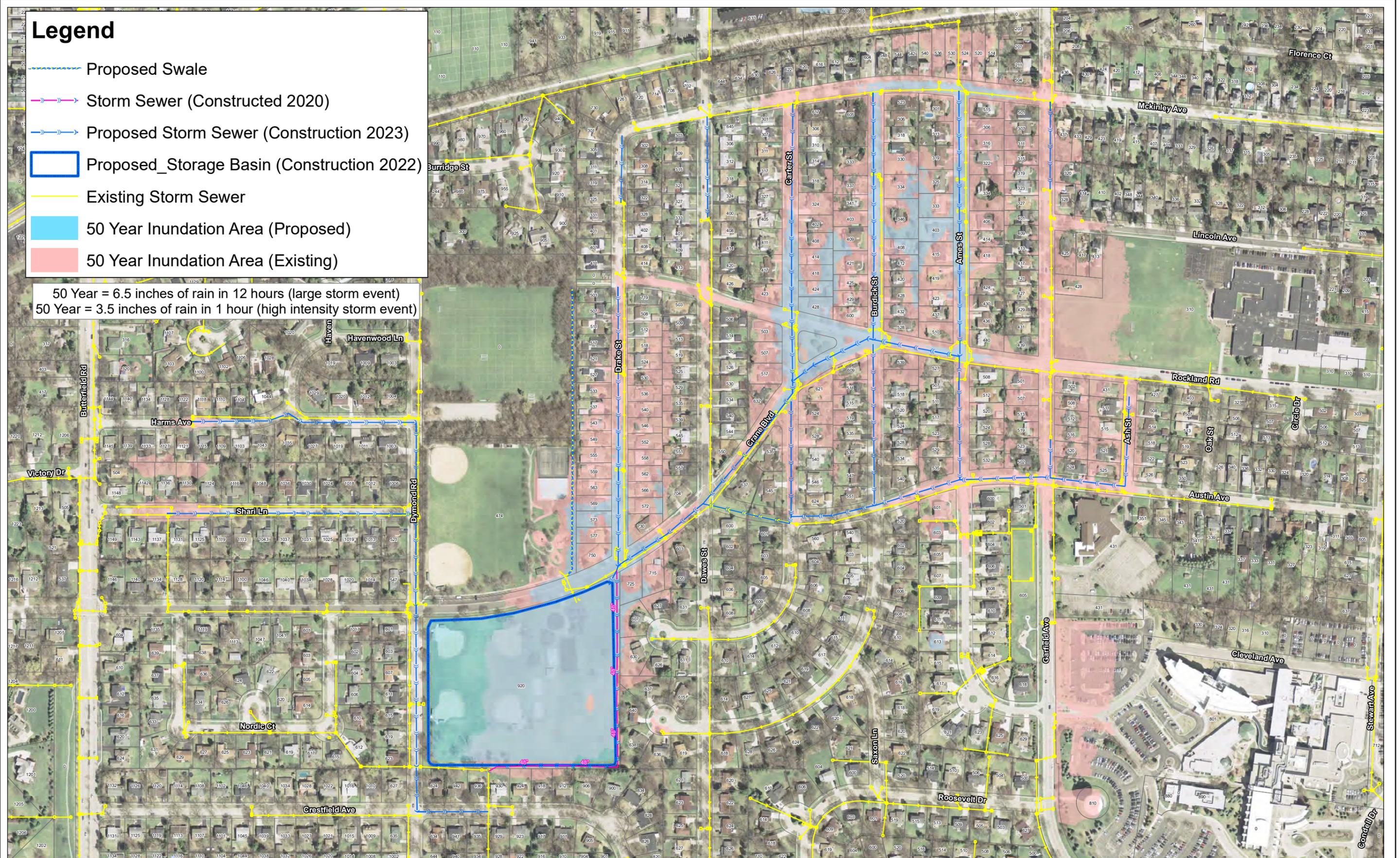
Document Path: N:\LIBERTYVILLE\170001\GIS\Exhibits\Proposed Exhibits\Rockland_Proposed 100.mxd		DSGN.	DRB	CHKD.	DTO	
CLIENT		PROJECT NO.		170001		
Village of Libertyville		DATE				7/13/18
TITLE		EXHIBIT				
Christopher B. Burke Engineering, Ltd. 9575 West Higgins Road, Suite 600 Rosemont, IL 60018 (847) 823-0500 / FAX (847) 823-0520		Rockland (Areas 12 & 13) Proposed Drainage Improvements (100-Year Level of Protection)				



# Legend

-  Proposed Swale
-  Storm Sewer (Constructed 2020)
-  Proposed Storm Sewer (Construction 2023)
-  Proposed Storage Basin (Construction 2022)
-  Existing Storm Sewer
-  50 Year Inundation Area (Proposed)
-  50 Year Inundation Area (Existing)

50 Year = 6.5 inches of rain in 12 hours (large storm event)  
 50 Year = 3.5 inches of rain in 1 hour (high intensity storm event)



<b>CLIENT</b> Village of Libertyville	<b>JOB#</b>	<b>DSGN.</b>	<b>CHKD.</b>	
<b>TITLE</b> Highlands Subdivision Flood Reduction Project - 50 Year Remaining Inundation Area with 40.5 AC-FT		<b>DATE</b>		

**Attachment A  
Scope of Work Tasks**

<b>ROCKLAND ROAD CORRIDOR AND HIGHLANDS SUBDIVISION PHASE 1 &amp; 2 FLOOD REDUCTION PROJECTS</b>	<b>Assigned Responsibility</b>
<b><u>Phase 1: Needs Analysis, Scope Development, Concept Plan and Preliminary Engineering</u></b>	
1. Establish need and scope	N/A, Complete
2. Initiate early coordination with stakeholders and alignment on the project scope	N/A, Complete
3. Create concept plan and estimate project concept cost	N/A, Complete
4. Determine land rights needs	N/A, Complete
5. Conduct field inventories, environmental assessments	N/A, Complete
6. Outline permitting with Local, State and Federal Permitting Authorities	N/A, Complete
7. Obtain preliminary agreement with local partners	N/A, Complete
8. Investigate Alternative Funding Sources	N/A, Complete
<b><u>Phase 2: Design, Permitting and Land Rights</u></b>	
1. Project design development	N/A, Complete
2. Land survey and geotechnical investigation	N/A, Complete
3. Carry out permit process to construction start - Municipal, County, Utilities, IDNR, IDOT, IEPA, USACE, FEMA	N/A, Complete
4. Assess property needs, negotiate with landowners, complete land rights process	N/A, Complete
5. Utility investigations and relocation plan	N/A, Complete
6. Finalize local partner agreements	N/A, Complete
7. Finalize alternative funding sources	N/A, Complete
8. Complete final construction plans and bids docs	Local Sponsor
<b><u>Phase 3: Construction Contract and Bid Docs, Advertising For Bids, Construction</u></b>	
1. Advertise for Bid/Vendors	Local Sponsor
2. Conduct bid letting	Local Sponsor
3. Contract Award	Local Sponsor
4. Sureties/Bonds Setup	Local Sponsor
5. Conduct pre-construction meeting	Local Sponsor
6. Inspections/Construction oversight	Local Sponsor
7. Traffic control/Utility Relocations	Local Sponsor
8. Construction/Contract Management	Local Sponsor
9. Construction Implementation	Local Sponsor/Contractor
10. Construction Contract Maintenance Period	Local Sponsor
11. Project Closeout	SMC/Local Sponsor
<b><u>Phase 4: Post Construction Inspection, Maintenance, Operation and Upkeep</u></b>	
1. Annual Project Inspection	Local Sponsor
2. Inspection Report Recommended Maintenance Items	Local Sponsor
3. Implementation of Maintenance	Local Sponsor

**Attachment B**  
**Budget**

**Attachment B - ROCKLAND ROAD AREA STORMSEWER AND SEAVEY MASTER PLAN - HIGHLANDS SUBDIVISION PHASE 1 & 2 FLOOD REDUCTION**

DCEO Capital Budget Line Item Categories and Description: The below categories will need to be completed for both State funding (DCEO Grant) and non-State funding (local funds; other Grants, etc.) to complete the overall project.

Item#	Description	ROCKLAND ROAD AREA STORMSEWER		SEAVEY MASTER PLAN - HIGHLANDS PHASE 1		SEAVEY MASTER PLAN - HIGHLANDS PHASE 2	
		DCEO Expense	Local Sponsor Expense	DCEO Expense	Local Sponsor Expense	DCEO Expense	Local Sponsor Expense
DCEO-1	Design/Engineering - costs associated with creation of the project's architectural drawings; engineering studies and/or fees; etc., including costs of plans & specs and/or printing costs if specifically identified as such within the Scope of Work. This task includes permitting tasks and associated fees during the design process.						
DCEO-2	Building Land Purchase - cost to purchase, either in whole or in part, a building, structural shell, condominium, land, and/or easement including, but not limited to: the net purchase price itself; closing costs charged to the buyer on the closing document; legal fees; etc.						
DCEO-3	Wiring/Electrical - purchase of materials necessary for completion of the project scope such as: electrical wiring; conduit; outlets; switches; etc. including associated labor/installation costs, as identified within the Scope of Work.						
DCEO-4	Equipment/Material/Labor - purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel; drywall; lumber; wiring; doors; windows; roofing; rock; etc. including labor/installation costs, as identified - within the Scope of Work.						
		\$1,509,596		\$580,305		\$740,972	
DCEO-5	Paving/Concrete/Masonry - purchase of materials necessary for completion of the project scope such as bituminous pavement; concrete; rock; bricks; blocks; mortar; tuckpointing; etc. including associated labor/installation costs, as identified within the Scope of Work.						
		\$542,042					
DCEO-6	Construction Management/Oversight - costs associated with managing the construction activities and/or overseeing all aspects of the construction project, either by contractor personnel or Grantee personnel, but limited to verifiable time working on this project.						
DCEO-7	Mechanical System - purchase of materials necessary for completion of the project cope such as: HVAC; elevators; fire alarm, sprinkler, or ventilation systems; etc. including associated labor/installation costs, as identified within the Scope of Work.						
DCEO-8	Excavation/Site Prep/Demo - costs associated with demolition of existing structures on the project site and/or preparation of the project site including excavation, etc. ahead of actual new construction/renovation activities.						
		\$248,362		\$1,919,696		\$759,734	
DCEO-9	Plumbing - purchase of materials necessary for completion of the project scope such as: internal or external pipes for water, gas, and/or sewage; fixtures; etc. including associated labor/installation costs, as identified within the Scope of Work.						
DCEO-10	Other Construction Expenses - costs that can't be easily broken out to or covered by other individual/specific Budgetary line items such as: landscaping; hauling; equipment rental; insurance; environmental fees; loan payments; etc. as identified within the Scope of Work.						
		\$200,000				\$446,000	
DCEO-11	Contingency (10% Max) - coverage of potential cost overruns in any of the other utilized Grant Budget line items.						
		\$250,000		\$250,000		\$194,671	
	Subtotal	\$2,750,000		\$2,750,000		\$2,141,377	
<b>Additional Non-Reimbursable Project Expenditure Line Item Categories and Description</b>							
SMC-1	Local Sponsor Project Expense Match Payment to SMC		\$315,191		\$169,675		\$132,152
SMC-2	Estimated Project Implementation and Construction Cost - Above Grant Award						
SMC-3	Estimated Post Project Annual Operation, Inspection and Maintenance						
SMC-4	Estimated Pre-Grant Project Expenses (Optional)						
	<b>Total Grant Expenses, per Project</b>	\$2,750,000		\$2,750,000		\$2,141,377	

**Attachment C**  
**Schedule**



**ATTACHMENT C - Project SCHEDULE - VILLAGE OF LIBERTYVILLE - SEAVEY MASTER PLAN HIGHLANDS SUBDIVISION - PHASE 1**

Phase	Task	Pre-Grant Tasks																												
		Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	
<b>Phase 1: Needs Analysis, Scope Development, Concept Plan and Preliminary Engineering</b>	1.1 Establish need and scope	X																												
	1.2 Initiate early coordination with stakeholders and alignment on the project scope	X																												
	1.3 Create concept plan and estimate project concept cost	X																												
	1.4 Determine land rights needs	X																												
	1.5 Conduct field inventories, environmental assessments	X																												
	1.6 Outline permitting with Local, State and Federal Permitting Authorities	X																												
	1.7 Obtain preliminary agreement with local partners	X																												
	1.8 Investigate Alternative Funding Sources	X																												
<b>Phase 2: Design, Permitting and Land Rights</b>	2.1 Project design development	X																												
	2.2 Land survey and geotechnical investigation	X																												
	2.3 Carry out permit process to construction start - Municipal, County, Utilities, IDNR, IDOT, IEPA, USACE, FEMA																													
	2.4 Assess property needs, negotiate with landowners, complete land rights process	X																												
	2.5 Utility investigations and relocation plan	X																												
	2.6 Finalize local partner agreements	X																												
	2.7 Finalize alternative funding sources	X																												
	2.8 Complete final construction plans and bids docs																													
<b>Phase 3: Construction Contract and Bid Docs, Advertising For Bids, Construction</b>	3.1 Advertise for Bid/Vendors																													
	3.2 Conduct bid letting																													
	3.3 Contract Award																													
	3.4 Sureties/Bonds Setup																													
	3.5 Conduct pre-construction meeting																													
	3.6 Inspections/Construction oversight																													
	3.7 Traffic control/Utility Relocations																													
	3.8 Construction/Contract Management																													
	3.9 Construction Implementation																													
	3.10 Construction Contract Maintenance Period																													
	3.11 Project Closeout																													
<b>Phase 4: Post Construction Inspection, Maintenance, Operation and Upkeep</b>	4.1 Annual Project Inspection																													
	4.2 Inspection Report Recommended Maintenance Items																													
	4.3 Implementation of Maintenance																													

**Key**

D

R

\*

Deliverable due
Tasks Completed/End Date
Local Sponsor
SMC
Combined Team

