



January 24, 2023

Mr. Jonathan Joy
Construction Project Manager
Lake County Government - Facility and Construction Services
18 N. St., 9th Floor
Waukegan, IL 60085

Re: **Request ID: 8274**
Net Zero 911/Regional Operations &
Communications Facility

Dear Mr. Joy:

We are very pleased to inform you that the Illinois Clean Energy Community Foundation has approved a grant of up to \$2,000,000 to the Lake County Government Facilities and Construction Services for the above-referenced project. The enclosed grant agreement defines the terms and conditions of the grant.

To accept the grant, please review, initial the bottom of each page, sign, and return one complete copy of the grant agreement to the Foundation as soon as possible, and no later than one month from the date of this letter.

FAILURE TO DO SO MAY RESULT IN THE TERMINATION OF YOUR GRANT.

The Foundation requires grantees to submit grant requirements electronically. Your grant agreement, interim report, and other applicable grant-related documentation should be uploaded via the "Requirements" section of your online account. Be sure to provide your log-in credentials to others who may be managing these requirements.

You can access your account at: https://www.grantrequest.com/SID_325/?SA=AM

On behalf of the Foundation's Board of Trustees and staff, we would like to extend our best wishes for the success of this project.

Sincerely,

A handwritten signature in black ink that reads "Dennis F. O'Brien". The signature is written in a cursive, flowing style.

Dennis F. O'Brien
Executive Director

Enclosure



January 24, 2023

Mr. Jonathan Joy
Construction Project Manager
Lake County Government - Facility and Construction Services
18 N. St., 9th Floor
Waukegan, IL 60085

Re: **Request ID: 8274**
Net Zero 911/Regional Operations &
Communications Facility

Dear Mr. Joy:

The Illinois Clean Energy Community Foundation ("the Foundation") is awarding a grant of up to \$2,000,000 to the Lake County Government Facilities and Construction Services ("the Grantee") for the above-referenced project.

This letter defines the terms and conditions of the grant and constitutes the grant agreement ("the Agreement") between the Foundation and the Grantee. Please read it carefully. ***If the Grantee agrees to the terms and conditions in the Agreement, please return one complete initialed and counter-signed copy of the Agreement no later than one month from the date of this letter. Failure to do so may result in the termination of your grant.*** Contact the Foundation if you have any questions.

Duration and Payment of Grant

This grant is to be used during the period February 1, 2023 to June 30, 2024 (the "Grant Period"). It will be paid by the Foundation as follows:

- a) receipt and acceptance of **Interim Report #1** six months after the start of the grant period (see Attachment A);
- b) up to 60% of the total grant amount upon building completion and occupancy, start of building performance monitoring, and receipt and acceptance of **Interim Report #2** (see Attachment A); and
- c) up to 40% of the total grant amount upon 12 consecutive months of successful operation as a site net zero energy building and receipt and acceptance of the **Project Completion Report** (see Attachment A). Failure to achieve 12 consecutive months of site net zero energy performance within 18 months of occupancy will result in the loss of the third payment.

According to Foundation guidelines, up to 2.5% of grant funds are reserved to help defray costs for permanent educational signage and displays.



The Foundation reserves the right to suspend, modify or cancel any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds or both, if:

1. such action is necessary to comply with any applicable law or regulation;
2. the Grantee has used the grant funds for purposes other than as described in the Agreement or otherwise violated any part of the Agreement; and/or
3. the Grantee's performance under the grant has not been satisfactory.

The Foundation's judgment on these matters will be final and binding.

Purpose and Use of Grant

This grant is for the Net Zero 911/Regional Operations & Communications Facility (the "Project") as described in the Project grant application and budget submitted to the Foundation by the Grantee. The Grantee confirms that this grant will be used solely for the specific tax-exempt purposes described in the Project proposal and budget and no substantial variance will be made without the Foundation's prior written approval. The Grantee agrees to maintain and operate the facility in such a manner to ensure ongoing site net zero energy performance. All environmental attributes generated by the Project such as TRECs, SRECs, Green Tags, emission offsets and the like, cannot be unbundled and must remain under the control of the Grantee who will retire them.

The Grantee also confirms that the Project is under its complete control and that it has and will exercise control over the process of selecting any sub-grantees, contractors, sub-contractors or consultants involved in the Project. The Grantee and the Foundation are not partners or joint venturers with respect to each other.

Furthermore, the Grantee agrees that funds from this grant will be used exclusively for tax exempt purposes as described in Section 501(c)(3) of the Internal Revenue Code and will not be used for any activities prohibited by law, including, without limitation, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office. The Grantee agrees that it and its employees, agents, contractors and sub-contractors will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of the Grantee's obligations under this Agreement.

Reporting Requirements

Interim Reports

The Foundation requires the Grantee to submit two online interim project reports: 6 months after the start of the grant period and upon completion of construction and start of performance monitoring (see Attachment A).

Project Completion Report

The Foundation requires the Grantee to submit a project completion report **no later than 2 months after the end of the Grant Period** (see Attachment A).



The Grantee's Primary Contact at the Foundation

Please direct all questions and correspondence regarding this grant, including all required reports, to Gabriela Martin who may be reached by mail at the Foundation's office, by telephone at (312) 372-5191 or by e-mail at gmartin@illinoiscleanenergy.org.

Education and Publicity

The Grantee agrees to acknowledge the Foundation's contribution to the Project with permanent signage at the facility displaying the Foundation's full name and colored logo.

The Foundation believes it is important that many organizations and individuals in Illinois learn about the Project and the ways it benefits the public. Accordingly, the Foundation requires the Grantee to publicize the receipt of this grant and the results of the Project and make public the Project's energy performance data.

The Grantee agrees to share with the Foundation a draft of any press release or public announcement of the grant prior to distributing the release or announcement and to provide the Foundation with access to resulting media coverage.

The Grantee also agrees to allow the Foundation to publicize the Grantee as a grant recipient and to use the name and description of the Project and photographs or other audiovisual representations of subjects related to the Project.

Maintenance of Records and Evaluation

The Grantee is responsible for maintaining adequate financial records regarding use of the grant funds, consistent with generally accepted accounting principles. The grantee must also maintain facility-wide energy consumption and generation records to substantiate net zero energy performance.

The Grantee agrees to cooperate fully in any evaluation of this grant and/or the Project that the Foundation may conduct. Such an evaluation may include a visit from Foundation staff or consultants, interviews with Project participants, a review of financial and other records about the Project maintained by the Grantee and/or similar investigative activities.

Confirmation of Tax-Exempt Status and Good Standing

The Grantee confirms that it is currently a unit of government or a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a) of the Internal Revenue Code.



The Grantee agrees to submit with the signed Agreement written evidence of its tax-exempt, non-private foundation status if it has not previously provided such evidence to the Foundation.

The Grantee further confirms that it will remain a non-profit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code in good standing with appropriate state government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

If there is any change in the Grantee's tax exempt status or good standing during this grant, the Grantee agrees to immediately notify the Foundation of that change.

Acceptance of Terms and Conditions of Agreement

If the Grantee agrees to the terms and conditions in the Agreement, please return to the Foundation one complete copy of this letter signed by an authorized representative of the Grantee in the space provided below. For future reference, please retain a copy of the Agreement in your files. This grant award may be withdrawn if the Foundation has not received a counter-signed copy of the Agreement within one month from the date of this letter.

Sincerely,

A handwritten signature in black ink that reads "Dennis F. O'Brien". The signature is written in a cursive, flowing style.

Dennis F. O'Brien
Executive Director

The Grantee acknowledges that relevant organization executives and Project personnel have read and understand the Agreement, that its terms and conditions are acceptable to the Grantee and that the Grantee will comply with those terms and conditions.

Grantee _____
(*This must be the legal name of the organization accepting the grant and it must have federal tax-exempt status.*)

Name of Authorized Signer for the Grantee _____

Title of Signer _____

Authorized Signature _____
(*This must be an original signature of an authorized representative of the Grantee.*)

Date Signed _____



Attachment A

Net Zero Energy Building Program Reporting Requirements and Payment Requests

Please submit the following reports and payment request(s) via your online ICECF account

Reports and Payment Requests

Grant funds will be released in two installments to support project costs and building components related to energy efficiency and renewable self-generation, enabling the Project to achieve site net zero energy performance. Submit each report using forms and instructions provided online.

1. Submit **Interim Report #1** six months after the start of the grant period. Include the following documents:
 - **Interim Report Form** available via your online ICECF account
 - **Proof of Building Start:** Evidence of Project start, including dated photographs
 - **Energy Spreadsheet** available via your online ICECF account. Complete the "Estimate" worksheet to show:
 - o Projected energy consumption based on final building specifications (for 12 consecutive months), load specific
 - o Projected energy generation based on final project specifications (for 12 consecutive months)
2. Submit **Interim Report #2** when construction is complete, the building is at least 80% occupied, and building performance data monitoring has begun. Include the following documents:
 - **Interim Report Form #2 and Payment Request** available via your online ICECF account
 - **Proof of Building Completion and Occupancy:** Evidence of Project completion and occupancy, including dated photographs
 - **Evidence of Ongoing Load Specific Building Performance Data Monitoring**
 - **Project Expenditures Form** available via your online ICECF account
 - **Invoices/Proof of Payment:** Project invoices and proof of payment for items listed on the Project Expenditures Form
 - **Energy Spreadsheet** available via your online ICECF account. Complete the "As-Built" worksheet to show:
 - o Projected energy consumption as-built (for 12 consecutive months), load specific
 - o Projected energy generation as-built (for 12 consecutive months)
3. Submit **the Project Completion Report** when the facility, at 80% or higher occupancy during the monitoring period, has achieved net zero energy performance over 12 consecutive months. Include the following documents:
 - The **Project Completion Report** which consists of
 - **Project Completion Report Form** available via your online ICECF account
 - **Case Study Template** available via your online ICECF account
 - **Photos:** high quality photographs of Project that ICECF can share
 - **Project Expenditures Form** available via your online ICECF account



- **Invoices/Proof of Payment:** Project invoices and proof of payment for items listed on the Project Expenditures Form
- **Energy Spreadsheet** available via your online ICECF account. Complete the "Actual Performance" worksheet to show:
 - o Actual energy use (for 12 consecutive months to document net zero energy performance), load specific
 - o Actual energy generated (for 12 consecutive months to document net zero energy performance)
- **Utility Bills:** Copy of utility bills for 12 consecutive months to document net zero energy performance
- **Project Certification:** Copy of the Project's ILFI or Phius certification
- **New Building Institute (NBI):** Project listed as "Verified" on NBI Getting to Zero Buildings Database

Summary Table: Reporting Requirements

Reporting Requirements	Interim Report #1	Interim Report #2 with Payment Request	Project Completion Report with Payment Request
When to Submit:	6 months after start of grant period	Completion of construction, 80% occupancy, start of performance monitoring	12 consecutive months of demonstrated net zero energy performance