Attributable Funding Acceptance & Acknowledgment

Funding Recipient: City of Rockford

Funding Amount: $1,271,066

This Attributable Funding Award Acceptance and Acknowledgment (the "Agreement") is made and entered into May 11, 2026, (the "Effective Date") by and between Region 1 Planning Council ("Client") and City of Rockford ("Awardee").

As the steward of these funds, it is the responsibility of Region 1 Planning Council (R1) to ensure the Metropolitan Planning Organization (MPO) attributable funds are obligated in a timely manner and equitably distributed throughout the region. Therefore, the total project funding awarded to a single project is capped at no more than two (2) years of the annual sub-allocation per funding program. Any cost above this amount is the responsibility of the local sponsor.

Surface Transportation Block Grant (STBG), Transportation Alternative Program (TAP), and Carbon Reduction Program (CRP) are not grant programs; they operate on a reimbursement basis as work progresses. The reimbursement process for Local Public Agencies (LPA) are based on agreements with the Illinois Department of Transportation (IDOT) and if eligible activities are state or local let. Costs for any activity that occurs prior to federal authorization of the project phase are not eligible for reimbursement. The sponsoring LPA will be responsible for those costs.

1. **TERM OF AGREEMENT:** This Agreement will become effective on **May 11, 2026,** and will continue in effect until **May 11, 2033.**

2. **DESCRIPTION OF PROJECT AND DELIVERABLES**

   2.1 **PROPOSED PROJECT SCOPE:** Highcrest Multiuse Path

   2.2 **PROJECT EXTENT:** IL-251 (2nd Street) to Augustana Drive

   2.3 **TIMELINE:** FY 2028

   2.4 **AWARDED AGENCY:** City of Rockford

   2.5 **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the Rockford Metropolitan Planning Area (MPA) Boundary. If the Awardee performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by the Client.

   Awardee shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Awardee received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Awardee shifts any such work outside the United States.

3. **FUNDS:** The availability of funds is subject to the type of budget authority authorized for Federal TAP funds. The time period established in legislation determines when funds must be obligated. **It will be important for projects to be timely in carrying out the project development process to prevent lapsing of these fund** if the Department

of Transportation (DOT) cannot carry balances for the TAP program as a whole.

As noted above, awarded projects are expected to be authorized or let within five (5) years of the designated fiscal year for which the project is programmed. The start date of the five (5) years begins with the fiscal year of funds awarded to the project with a notation of the date of approval by the MPO Policy Committee. A project being awarded funds from fiscal year 2028 would be expected to be authorized or let no later than 2033. Awarded projects not proceeding to implementation within the five (5) years must request an administrative extension from the MPO Director or return the funds to the MPO pool for reprogramming. Changes to the scope of work, or elimination of key deliverables, will require administrative approval from the MPO Director.

Changes in scope of work from the original awarded application will be required to be approved by the MPO Policy Committee.

4. TERM AND TERMINATION

4.1 TERM OF THIS CONTRACT: This contract has an initial term of May 11, 2026 to May 11, 2033. If a start date is not identified, the term shall commence upon the last dated signature of the awardee.

4.1.1 In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

4.1.2 Awardee shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

4.2 TERMINATION FOR CAUSE: The Client may terminate this contract, in whole or in part, immediately upon notice to the Awardee, if: (a) the State determines that the actions or inactions of the Awardee, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Awardee has notified the State that it is unable or unwilling to perform the contract. Any STBG funding forfeited due to inability to complete the approved project within the allotted time frame will result in the Awardee also forfeiting any other STBG, CRP, and TAP funding, which will then be reallocated according to the recommendation and approval of the MPO Technical and Policy Committees. If the Awardee declines the awarded STBG, CRP, or TAP funds, other fiscal year attributable funded project awards will be forfeited.

If Awardee fails to perform to the Client’s satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the Client determines that the Awardee lacks the financial resources to perform the contract, the Client shall provide written notice to the Awardee to cure the problem identified within the period of time specified in the Client’s written notice. If not cured by that date the Client may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the Client retains its rights to seek any available legal or equitable remedies and damages.

4.3 TERMINATION FOR CONVENIENCE: The Client may, for its convenience and with thirty (30) days prior written notice to Awardee, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Awardee.

Upon submission of invoices and proof of claim, the Awardee shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

4.4 **AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Client's funding by reserving some or all of the Client's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Client determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Awardee will be notified in writing of the failure of appropriation or of a reduction or decrease.

4.5 **PERFORMANCE RECORD; SUSPENSION:** Upon request of the Client, the Awardee shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The Awardee shall include Client's representatives in all communication and meetings with IDOT, engineering teams, and consultant firms related to the attributable funded projects. The Client may consider Awardee's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Awardee from doing future business with the Client for a specified period of time, or whether Awardee can be considered responsible on specific future contract opportunities.

4.6 **REPORTING, STATUS, AND MONITORING SPECIFICATIONS:** Awardee shall immediately notify the State of any event that may have a material impact on Awardee's ability to perform this contract.

The Client has the right to publicly promote any attributable funded project and award of funds. The Awardee is required to share and obtain approval from the Client any public relations or media releases prior to publishing.

5. **CONFIDENTIALITY AND INTELLECTUAL PROPERTY:** Unless otherwise required by law, Awardee will exercise reasonable effort to maintain in confidence information disclosed or submitted by Client as confidential information. Confidential information does not include information that:
   a) is generally available in the public domain or becomes available to the public through an act of the Client;
   b) is independently known prior to receipt; or
   c) is made available to the public as a matter of lawful right by a third party.

Awardee shall not publish, distribute, advertise, or otherwise disclose the relationship and the general services created and performed under this Agreement without express written permission of the Client. Unless otherwise required by law, all reports, documents, and other deliverables created pursuant to the terms of this Agreement shall be treated by the Awardee as confidential and will not be made available to any unintended third party without the prior written approval of the Client. No reports or other documents produced in whole or in part pursuant to the terms of this Agreement shall be the subject of an application for copyright by the Awardee.

6. **ASSIGNMENT**: This contract may not be assigned or transferred in whole or in part by Awardee without the prior written consent of the Client.

7. **AUDIT/RETENTION OF RECORDS:** Awardee and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Awardee for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Awardee and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Awardee, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of

Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Awardee and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Awardee or subcontractors shall not impose a charge for audit or examination of the Awardee or subcontractor's books and records. 30 ILCS 500/20-65

8. **INDEMNIFICATION:** Awardee agrees to indemnify and hold the Client and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with the action or inaction of the Client under this Agreement, including but not limited to provision of data and information used for grant reporting purposes. Awardee shall indemnify and hold its employees harmless from any loss, claim, damage, or liability arising out of or in connection with Awardee's use of deliverables provided under this Agreement. If the Awardee fails to provide information that is needed for the completion of the project, or such information is incorrect, the Client is not liable unless it was aware of the inaccuracy or was unaware of the inaccuracy as a result of gross negligence. The Awardee shall indemnify and hold the Client and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with this failure to provide information if it results in an inability to submit the project by the submission deadline.

In the event that the Awardee elects to cancel the Agreement for any reason other than a material breach, the Client is hereby indemnified from any losses, potential or actual, incurred by the Awardee as a result of the work performed under this Agreement.

9. **REPRESENTATIONS AND WARRANTIES:** Awardee represents and warrants that it will perform the services with reasonable care and skill; and the services and related materials provided under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

10. **LIMITATION OF LIABILITY:** Either party's liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the applicable insurance limits.

Awardee assumes liability and responsibility for tax reporting and liabilities, and insurance to cover any negligent acts committed by Awardee or Awardee's employees or agents during the performance of any duties under this Agreement. The Client further agrees to hold the Awardee free and harmless from any and all claims arising from any such negligent act or omission.

11. **SEVERABILITY:** The invalidity or illegality of one or more provisions of this Agreement shall not affect the enforceability of the remaining provisions.

12. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Illinois.

13. **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No amendments or changes to this Agreement shall be effective unless made in writing and signed by an authorized representative of each party.

14. **COUNTERPARTS:** This Agreement may be executed in counterparts (including digital signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by proper persons duly authorized.

Authorized Signors & Designated Contacts
To ensure prompt and accurate delivery of applicable communications, please provide the contact information for each of the relevant topics below.

Party	Region 1 Planning Council	Party	**Awardee:**
Signature		Signature	
Date Signed		Date Signed	
Signor Name	Michael Dunn Jr.	Signor Name	
Signor Title	Executive Director	Signor Title	
Agreement	Michael Dunn Jr. mdunn@r1planning.org (815)319-4180	Agreement	
Services		Services	
Billing		Billing	
Mail	127 N Wyman St, Ste 100 Rockford, IL 61101	Mail	