
Illinois Community Charging Program Intergovernmental Agreements & Memorandums of Understanding

Contents

City of Charleston	2
City of Markham	16
Illinois Secretary of State	30
Illinois Wesleyan University	42
New Lenox Community Park District	56
Plainfield Park District	70
Urbana Park District	85
The University of Chicago	99

INTERGOVERNMENTAL AGREEMENT:

**U.S. DEPARTMENT OF TRANSPORTATION/FEDERAL HIGHWAY
ADMINISTRATION CHARGING AND FUELING INFRASTRUCTURE PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into by and between the Illinois Finance Authority, a body politic and corporate created under the laws of the State of Illinois, (the “Authority”) and the City of Charleston (the “Local Partner”). The Authority and the Local Partner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government to contract or otherwise associate with the State of Illinois to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not otherwise prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) authorizes public agencies, which include agencies of the State of Illinois government, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law;

WHEREAS, the Intergovernmental Cooperation Act authorizes public agencies to enter into intergovernmental agreements with other public agencies;

WHEREAS, the Authority has been created by the Illinois Finance Authority Act, 20 ILCS 3501/801-1, et seq. (the “Act”) and is a “public agency” for the purposes of 5 ILCS 220/2(1);

WHEREAS, the Authority and the Local Partner are public agencies for the purposes of the Intergovernmental Cooperation Act;

WHEREAS, the Authority was awarded nearly \$15 million dollars in federal grant funds to strategically deploy electric vehicle (EV) charging infrastructure in urban and rural communities in publicly accessible locations (the “Community Charging Program” or “Project”);

WHEREAS, as part of the Community Charging Program, the Authority is partnering with local government entities and non-profit organizations for such entities to act as site hosts and owners of the EV charging infrastructure, consistent with the applicable grant terms and conditions and as further outlined herein;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

II. AUTHORITY

Each Party represents and warrants that it has the full and lawful authority to enter into this Agreement and to fully and promptly comply with all provisions, terms and conditions, as written.

III. PURPOSE AND SCOPE

The purpose of this Agreement is to identify the roles and responsibilities of each Party regarding the installation and operation of EV charging infrastructure listed in Exhibit B.

IV. TERM

This Agreement shall become effective upon its full execution (“Effective Date”) and shall expire October 1, 2032, which term includes five (5) years of mandatory service and stewardship of the EV charging stations, unless terminated earlier pursuant to this Agreement.

V. RESPONSIBILITIES OF ILLINOIS FINANCE AUTHORITY

5.1 Master Contract. The Authority has entered into a Master Contract between the Illinois Finance Authority and CCGI Holding LLC (the “Vendor”) (the “Master Contract,” attached as Exhibit A). The Master Contract requires the Vendor to supply, install, and maintain the EV charging station(s) in conformance with the requirements of the Community Charging Program at the sites identified in Exhibit B (the “Vendor Services”). In exchange for entering into this Agreement and the Local Partner fulfilling its responsibilities under this Agreement, the Authority will pay the Vendor the payments required under the Master Contract to perform the Vendor Services.

5.2 Oversight of Vendor. The Authority shall take reasonable steps to monitor the activities of the Vendor to ensure compliance with all requirements and performance expectations of the Master Contract and the fulfillment of the Vendor Services. The Authority will take reasonable steps to monitor project milestones and deliverables related to the Vendor Services required under the Master Contract.

VI. RESPONSIBILITIES OF LOCAL PARTNER

6.1 General Obligations. Local Partner shall be responsible to ensure that its requirements and responsibilities under the Agreement achieve the requirements set forth under the Community Charging Program. To achieve the requirements of the Project, Local Partner agrees to take all reasonable steps to:

- a. enter into a Site Host Agreement with the Vendor in substantially similar form to the Site Host Agreement attached and incorporated herein as Exhibit C;
- b. prepare and submit all required documentation under the National Environmental Policy Act (“NEPA”) in a timely manner so that the Illinois Department of Transportation (“IDOT”), as the Environmental Review Entity, may complete its review and provide approval of the proposed site locations;
- c. provide an easement, if necessary for the placement, maintenance, and public use of the chargers at the locations described in Exhibit B for the full term of this Agreement;
- d. provide any necessary temporary construction easement for the Vendor and its contractors for preparation of the Project Site(s) and for installation of all necessary equipment;
- e. provide any necessary ongoing utility easement for installation, usage, and maintenance of power lines, conduits, and equipment;
- f. grant the Authority access to the Project Site(s) for the purpose of conducting oversight and ensuring compliance with all requirements and performance expectations of the Agreement;
- g. allow reasonable ongoing access to the Project Site(s) and equipment in order for Vendor to collect, use, and distribute data;
- h. take reasonable steps to ensure the equipment installed for the EV charging station cannot be opened, accessed, modified, or repaired by anyone other than the Vendor or its licensed contractors;
- i. take reasonable steps to prevent damage and vandalism of any type to the EV charging station and its equipment;
- j. will not uninstall the EV charging station for the duration of this Agreement;
- k. ensure the Project Site(s) are maintained in a clean, safe, and orderly condition to at least the same standard as to which other areas proximate to the Project Site(s) that are under the Local Partner’s control are maintained;
- l. procure and maintain commercial general liability insurance with coverage for the activities and risks associated with the EV charging station(s) and with coverage limits sufficient to protect itself and the Authority, as additional insured, from claims arising from the Project, as detailed below:
 - i. Commercial General Liability covering property damage, premises operations, fire damage, products and completed operations, blanket

contractual liability, bodily injury, personal injury, and advertising liability with minimum limits as follows:

1. \$1,000,000 each occurrence;
 2. \$2,000,000 general aggregate;
 3. \$1,000,000 products and completed operations aggregate.
- ii. Property and Casualty covering full replacement value in the event of loss or damage to the EV chargers and other charging equipment and appurtenances;
 - iii. Workers' Compensation as required by state law and employers' liability insurance covering all Local Partner employees and its contractors acting within the course and scope of their employment in connection with the Project.

6.2 Covenants. The Local Partner covenants that it will not, without prior written approval from the Authority:

- a. transfer, assign, encumber, or otherwise pledge equipment for the EV charging station;
- b. move, modify, reverse engineer, or disassemble the whole or any part of the EV charging station in any manner; or
- c. uninstall the EV charging station.

6.3 Site Selection & Estimated Budget. The EV charging station shall be installed at the site(s) listed in Exhibit B within Local Partner's jurisdiction. These site(s), together with the corresponding budget and key details, such as the number of charging ports per site and location type, are hereby approved by the Authority for inclusion in this Agreement and Project, as set forth in Exhibit B. No changes may be made to any of the sites referenced in Exhibit B without an Amendment to this Agreement approved by the Parties. All figures are current estimates and subject to revision; provided, however, that any such revision to the corresponding budget and key details shall be approved in advance by the Authority. Notwithstanding any approved changes in total project costs during implementation, Local Partner remains responsible for providing not less than twenty percent (20%) of all Eligible Project Costs as defined below (and as set forth more fully in 6.5):

- a. For services not provided by the Vendor, costs to acquire and install on-site electric service equipment (e.g., service connection, power meter / submeter, transformer, breaker panel upgrade, and customer feeder installation) will be considered on a case-by-case basis subject to approval by the Authority.

- b. Costs of minor grid updates (work necessary to connect a charging station to the electric grid distribution network like extending power lines or upgrading existing power lines);
- c. Costs to procure and install, upgrade, and/or replace existing EV charging equipment to meet National Electric Vehicle Infrastructure (“NEVI”) minimum standards and requirements;
- d. Costs to procure and install Electric Vehicle Supply Equipment (“EVSE”)-related hardware and software;
- e. Fixed operating and maintenance costs (up to five years after the charging station is commissioned) including:
 - i. Charging equipment lease fees (if site applicant chooses lease option for charging equipment rather than purchase option). The lease costs are only eligible if paid in advance through a contract;
 - ii. Cellular network fees, internet service fees, or similar fees; and
 - iii. Charger network fee; and
- f. Costs of engineering, design and permitting

6.4 Oversight of Construction.

- a. Local Partner agrees that it shall grant access to the Authority and its contractors/subcontractors consistent with this Agreement and any requirements of the Site Host Agreement or Project.
- b. Local Partner shall furnish or arrange for qualified personnel, facilities, equipment, materials, and services as necessary for the performance of the Project, provide competent and adequate supervision of the site, and support the Vendor in carrying out its responsibilities, including assisting with site supervision and coordination as needed.

6.5 Cost Sharing. As required by IDOT, this agreement is governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR 225, “Cost Principles for State, local, or Indian tribal governments,” and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, “Cost Principles for State, local, or Indian tribal governments.” Cost sharing under this agreement must also comply with applicable cost sharing requirements set forth at 2 C.F.R. 200.306.

- a. Payment. Local Partner agrees to pay the Authority the greater of 20% of the total cost of the Project to the Authority or the value of any rebates or tax incentives (outlined below) received for the Project (the “Requirement Payment”). The Requirement Payment must be paid within one year of installation of the EV charging stations, or 60 days after receiving any rebates

or tax incentives, whichever occurs first. To the extent the Local Partner has received grant funds to support its Requirement Payment, the Local Partner shall pay the portion of the Requirement Payment supported by such grant within 60 days of installation of the EV charging stations. For the avoidance of doubt, the Requirement Payment may exceed 20% of the total cost of the Project if the Local Partner receives rebates or tax incentives, outlined below, that exceed 20% of the total cost of the Project. Total cost of the Project will be confirmed between the Vendor and the Authority following the installation of the EV charging stations. Questions regarding invoicing and the Required Payment should be made through the contacts below:

City of Charleston Contact	Illinois Finance Authority Contact
Name: Steve Bennett	Name: Ximena Granda
Title: Deputy City Manager	Title: Senior Vice President of Finance & Administration
Address: 520 Jackson Ave Charleston, IL 61920	Address: 160 N. LaSalle Street, Suite S-1000 Chicago, IL 60601
Phone: 217-345-5650	Phone: 312-651-1362
Email: Bennett.Steve@co.coles.us	Email: accountspayable@il-fa.com

- i. Within 30 days following the installation of the EV charging stations, Local Partner shall apply for all relevant rebates or tax incentives from any federal or local utility programs including, but not limited to, the Ameren Illinois Beneficial Electrification Plan (“Ameren BE Plan”), the ComEd Beneficial Electrification Plan (“ComEd BE Plan”) or the Federal Tax Incentives for Alternative Fueling Infrastructure (Section 30C). This deadline may be extended at the discretion of the Authority for good cause demonstrated by the Local Partner.
- ii. Within 60 days after receiving any relevant rebate or tax incentive, Local Partner shall pay to the Authority all monies received as a result of the rebates or tax incentives which shall be applied by the Authority to the amounts owed for the Required Payment. Local Partner may not withhold any monies or funds received from any

relevant rebate or tax incentive related to the Project or profit off of aforementioned rebates or tax incentives related to the Project.

- iii. For the avoidance of doubt, if the applicable incentives amount to less than 20% of the total Project costs, Local Partner agrees to pay the remaining amount owed for the Required Payment to ensure that 20% of the Project is funded by the Local Partner.
- b. State Revenue Intercept. If Local Partner fails to pay the Authority the Required Payment, the Local Partner agrees the unpaid amount constitutes a debt owed to the Authority, and the Authority reserves the right to take any appropriate action to recover the amount owed, including but not limited to recovery via intercept of future payments to Local Partner via the Illinois Comptroller's Illinois Debt Recovery Offset Portal.
- c. Consideration. In consideration for the promises and requirements of the Local Partner outlined in this Agreement, Local Partner will receive the benefit of the federally supported Authority payments to the Vendor for the EV charger station(s) and related infrastructure at the site. Local Partner shall also receive future charging revenue earned from the EV charger station(s) as a result of the Project.

6.6 Operation of Charging Station.

- a. Local Partner shall keep the Authority apprised of all material developments in connection with the Project as necessary in the performance of the Project. The Authority reserves the right to monitor Local Partner's performance of this Agreement in order to verify compliance.
- b. Local Partner shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to personnel performing services on the Project and other persons who may be affected thereby;
 - i. the materials and equipment to be incorporated into the Project, whether in storage on or off the site or under the care, custody, or control of the Local Partner or its contractors; and
 - ii. persons and property at the Host Site(s) or adjacent thereto in connection with the installation or operation of any EV Chargers or associated equipment during the term.
- c. The EV charging station(s) must be available at least as frequently as the business operating hours of the site host.

6.7 Changed Conditions Affecting Performance. Local Partner shall immediately notify the Authority of any change in conditions or local law, or of any other event which may significantly affect its ability to support or perform the Project in accordance with the provisions of this Agreement. Local Partner is responsible for notifying, in a timely manner, the Vendor and the Authority of any issues with the site or the EV charging stations once installed and entering into a site host agreement with the vendor.

6.8 Maintenance of Equipment. As part of its contract (Exhibit A), the Vendor will be solely responsible for providing operations and maintenance (O&M) services to ensure the EV chargers remain in good working order. The Vendor shall maintain the chargers in compliance with 23 C.F.R. 680 for a period of not less than five (5) years from the initial date of operation, consistent with the Site Host Agreement entered into between the Vendor and Local Partner.

Local Partner is responsible for promptly reporting any charger issues or outages to the Vendor and for cooperating with the Vendor to help ensure that all program requirements, including uptime and reporting obligations, are met. These obligations include:

- a. Minimum uptime. States or other direct recipients must ensure that each charging port has an average annual uptime of greater than 97%.
- b. A charging port is considered “up” when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level (see § 680.106(d)).

6.9 Pricing for Station Use. Unless charging is permanently provided free of charge to customers, the price for charging must be displayed prior to initiating a charging transaction and be based on the price for electricity to charge in \$/kWh.

- a. The Local Partner will set the charging rates, provided that such rates are reasonable as required under 23 C.F.R. Part 680. The Local Partner will receive all revenue from the use of the EV chargers, less any applicable expenses incurred in maintaining and operating the EV chargers including, but not limited to, credit card processing fees paid to the Vendor, energy utility costs of operating the chargers and the charging of electric vehicles, and any applicable taxes.
- b. The price for charging displayed and communicated via the charging network must be the real-time price (i.e., price at that moment in time).
- c. The price at the start of the session cannot change during the session.

- d. Price structure including any other fees in addition to the price for electricity to charge must be clearly displayed and explained.

6.10 Debarment. Local Partner shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Local Partner certifies that to the best of its knowledge and belief, the Local Partner and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or 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, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (2) above; and
- d. have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

VII. MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

7.1 Records Retention. The Local Partner shall maintain for five (5) years from the Expiration Date adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to the Project. If any litigation, claim, or audit related to the Project 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. The Local Partner shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Authority representatives.

7.2 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Article VII shall establish a presumption in favor of the Authority for the recovery of any funds paid by the Authority under this Agreement for which adequate books, records and supporting documentation are not available to support the payment.

7.3 Monitoring and Access to Information. The Local Partner must monitor its activities to assure compliance with applicable requirements and to assure its performance expectations are being achieved. The Local Partner shall timely submit all reports, and shall supply, upon the Authority's request, documents and information relevant to the Agreement. The Authority may make site visits as warranted by the Project.

VIII. TERMINATION

8.1 Termination for Convenience. This Agreement may be terminated by The Authority for any or no reason by giving written notice to the Local Partner at least thirty (30) days in advance of the effective date of such termination.

8.2 Third-Party Disputes or Breaches. The Local Partner agrees to pursue all legal rights available to it in the enforcement or defense of any third-party contract, and FHWA or U.S. DOT and the Grantor reserve the right to concur in any compromise or settlement of any third-party contract claim involving Local Partner and the Vendor or any other third-party involved in the Project.

- a. Local Partner will notify FHWA or U.S. DOT and the Authority of any current or prospective major dispute pertaining to a third-party contract.
- b. If the Local Partner seeks to name the Authority as a party to the litigation, Local Partner agrees to inform both FHWA or U.S. DOT and the Grantor before doing so.
- c. The Authority retains a right to a proportionate share of any proceeds derived from any third-party recovery.
- d. Nothing herein is intended to, nor shall it waive U.S. DOT's, FHWA's or the Authority's immunity to suit.

IX. INDEMNIFICATION

The Local Partner agrees to indemnify and hold harmless the Authority, its officers, members, directors, employees, and agents (each an "Indemnified Party") from and against any and all claims, damages, losses, liabilities, reasonable costs, or expenses whatsoever which an Indemnified Party may incur (or which may be claimed against an Indemnified Party by any Person) by reason of or in connection with the execution and delivery of and consummation of the transactions contemplated under this Agreement and the Project; provided, however, that the Local Partner shall not be required to indemnify any Indemnified Party for any claims, damages, losses, liabilities, costs, or expenses (a) to the

extent, but only to the extent, caused by willful misconduct or gross negligence of such Indemnified Party, (b) resulting from a material breach of any obligations under this Agreement, or (c) resulting from any dispute solely among Indemnified Parties other than any claims arising out of any action or omission of the Local Partner. The Local Partner shall not have any obligation to indemnify any Indemnified Party for claims, damages, losses, liabilities, costs, or expenses unless such Indemnified Party provides the Local Partner with an undertaking in which such Indemnified Party agrees to refund and return any and all amounts paid by or on behalf of the Local Partner to such Indemnified Party to the extent that the Indemnified Party was not entitled to be reimbursed for such amounts due to the application of clauses (a) through (c) above. Nothing in this Section is intended to limit the obligations of the Local Partner hereunder.

X. MISCELLANEOUS TERMS

10.1 Noncompliance. If Local Partner does not comply with federal law and regulations relating to the Project which has the impact of a loss of federal funding relating to the Project, Local Partner is to be responsible for 100% of any amount disallowed by the U.S. Department of Transportation or IDOT, in connection with the Project, as applicable.

10.2 Governing Law and Venue. This Agreement and the rights and duties of the Parties hereto shall be governed by, and construed in accordance with, the internal laws of the state of Illinois without regard to principles of conflicts of laws. Venue shall either be in the Circuit Court of Cook County, or the United States District Court, Northern District of Illinois, Eastern Division; provided, however, that any claim against the Authority must be brought in the Illinois Court of Claims.

10.3 Force Majeure. Neither the Authority nor the Local Partner shall be liable for failing to fulfill any obligation under this Agreement to the extent such failure is caused by an event beyond such Party's reasonable control and which event is not caused by such Party's fault or negligence. Such events shall include acts of God, acts of war or terrorism, fires, lightning, floods, epidemics, or riots.

10.4 Non-exclusivity. This Agreement is non-exclusive. Both Parties retain the right, at their sole discretion and without prior or subsequent notification to one another, to enter into EV Charging Station arrangements with third parties not related to this Agreement.

10.5 Governmental Immunity. The Authority is a quasi-state agency and a governmental entity and expressly retains all defenses to, immunities from, and limitations of liability. Nothing in this Agreement is intended, nor shall be construed, to constitute a waiver of any

defense, immunity, or limitation of liability that may be available to the Authority as a governmental entity or otherwise, or to any of its officers, agents or employees. In no event shall the Authority be liable or responsible to Local Partner for any indirect, incidental, consequential, or exemplary damages of any kind.

10.6 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

10.7 Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any Party.

10.8 Severability. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court or any other governmental body, this Agreement shall be construed as not containing such provision and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

10.9 Survival. Any provisions of this Agreement that impose continuing obligations upon a Party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination for so long as so intended. For the avoidance of doubt, the Local Partner's obligations to maintain records and the EV chargers shall survive termination of this Agreement and will continue in force and effect for so long as required to comply with requirements of the U.S. Department of Transportation/Federal Highway Administration related to the Project.

10.10 Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

10.11 Interpretation. Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn. A reference to the Authority includes the Authority's officers, commissioners, employees, attorneys, agents and assigns; a reference to the Local Partner includes its officers, members, employees, attorneys, agents and assigns.

10.12 Entire Agreement. This Agreement constitutes the entire Agreement of the Authority and Local Partner with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Local and the Authority with respect to the subject matter hereof.

10.13 Notices. All notices hereunder will be in writing and will be sent by overnight courier, email, or certified mail. Notices to the Parties will be delivered to their respective address set forth below.

10.14 Execution. Each party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[***]

In witness hereof, the Parties hereto have executed the Agreement as of the Effective Date set forth above:

ILLINOIS FINANCE AUTHORITY:

Signature: 
Date: 11/17/2025
Name: Chris Meister
Title: Executive Director
Address: 160 N. LaSalle Street
Suite S-1000
City, State, ZIP: Chicago, IL 60601
Email: cmeister@il-fa.com

CITY OF CHARLESTON:

Signature: 
Date: November 5, 2025
Name: Brandon Combs
Title: Mayor
Address: 520 Jackson Avenue
City, State, ZIP: Charleston, IL 61920
Email: MayorCombs@co.coles.il.us

Exhibits:

- **Exhibit A:** Contract Between CCGI Holdings, LLC and the Illinois Finance Authority
- **Exhibit B:** Details of Installation
- **Exhibit C:** Site Host Agreement Template

INTERGOVERNMENTAL AGREEMENT:

**U.S. DEPARTMENT OF TRANSPORTATION/FEDERAL HIGHWAY
ADMINISTRATION CHARGING AND FUELING INFRASTRUCTURE PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into by and between the Illinois Finance Authority, a body politic and corporate created under the laws of the State of Illinois, (the “Authority”) and the City of Markham (the “Local Partner”). The Authority and the Local Partner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government to contract or otherwise associate with the State of Illinois to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not otherwise prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) authorizes public agencies, which include agencies of the State of Illinois government, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law;

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WHEREAS, as part of the Community Charging Program, the Authority is partnering with local government entities and non-profit organizations for such entities to act as site hosts and owners of the EV charging infrastructure, consistent with the applicable grant terms and conditions and as further outlined herein;

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- e. provide any necessary ongoing utility easement for installation, usage, and maintenance of power lines, conduits, and equipment;
- f. grant the Authority access to the Project Site(s) for the purpose of conducting oversight and ensuring compliance with all requirements and performance expectations of the Agreement;
- g. allow reasonable ongoing access to the Project Site(s) and equipment in order for Vendor to collect, use, and distribute data;
- h. take reasonable steps to ensure the equipment installed for the EV charging station cannot be opened, accessed, modified, or repaired by anyone other than the Vendor or its licensed contractors;
- i. take reasonable steps to prevent damage and vandalism of any type to the EV charging station and its equipment;
- j. will not uninstall the EV charging station for the duration of this Agreement;
- k. ensure the Project Site(s) are maintained in a clean, safe, and orderly condition to at least the same standard as to which other areas proximate to the Project Site(s) that are under the Local Partner's control are maintained;
- l. procure and maintain commercial general liability insurance with coverage for the activities and risks associated with the EV charging station(s) and with coverage limits sufficient to protect itself and the Authority, as additional insured, from claims arising from the Project, as detailed below:
 - i. Commercial General Liability covering property damage, premises operations, fire damage, products and completed operations, blanket

contractual liability, bodily injury, personal injury, and advertising liability with minimum limits as follows:

1. \$1,000,000 each occurrence;
 2. \$2,000,000 general aggregate;
 3. \$1,000,000 products and completed operations aggregate.
- ii. Property and Casualty covering full replacement value in the event of loss or damage to the EV chargers and other charging equipment and appurtenances;
 - iii. Workers' Compensation as required by state law and employers' liability insurance covering all Local Partner employees and its contractors acting within the course and scope of their employment in connection with the Project.

6.2 Covenants. The Local Partner covenants that it will not, without prior written approval from the Authority:

- a. transfer, assign, encumber, or otherwise pledge equipment for the EV charging station;
- b. move, modify, reverse engineer, or disassemble the whole or any part of the EV charging station in any manner; or
- c. uninstall the EV charging station.

6.3 Site Selection & Estimated Budget. The EV charging station shall be installed at the site(s) listed in Exhibit B within Local Partner's jurisdiction. These site(s), together with the corresponding budget and key details, such as the number of charging ports per site and location type, are hereby approved by the Authority for inclusion in this Agreement and Project, as set forth in Exhibit B. No changes may be made to any of the sites referenced in Exhibit B without an Amendment to this Agreement approved by the Parties. All figures are current estimates and subject to revision; provided, however, that any such revision to the corresponding budget and key details shall be approved in advance by the Authority. Notwithstanding any approved changes in total project costs during implementation, Local Partner remains responsible for providing not less than twenty percent (20%) of all Eligible Project Costs as defined below (and as set forth more fully in 6.5):

- a. For services not provided by the Vendor, costs to acquire and install on-site electric service equipment (e.g., service connection, power meter / submeter, transformer, breaker panel upgrade, and customer feeder installation) will be considered on a case-by-case basis subject to approval by the Authority.

- b. Costs of minor grid updates (work necessary to connect a charging station to the electric grid distribution network like extending power lines or upgrading existing power lines);
- c. Costs to procure and install, upgrade, and/or replace existing EV charging equipment to meet National Electric Vehicle Infrastructure (“NEVI”) minimum standards and requirements;
- d. Costs to procure and install Electric Vehicle Supply Equipment (“EVSE”)-related hardware and software;
- e. Fixed operating and maintenance costs (up to five years after the charging station is commissioned) including:
 - i. Charging equipment lease fees (if site applicant chooses lease option for charging equipment rather than purchase option). The lease costs are only eligible if paid in advance through a contract;
 - ii. Cellular network fees, internet service fees, or similar fees; and
 - iii. Charger network fee; and
- f. Costs of engineering, design and permitting

6.4 Oversight of Construction.

- a. Local Partner agrees that it shall grant access to the Authority and its contractors/subcontractors consistent with this Agreement and any requirements of the Site Host Agreement or Project.
- b. Local Partner shall furnish or arrange for qualified personnel, facilities, equipment, materials, and services as necessary for the performance of the Project, provide competent and adequate supervision of the site, and support the Vendor in carrying out its responsibilities, including assisting with site supervision and coordination as needed.

6.5 Cost Sharing. As required by IDOT, this agreement is governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR 225, “Cost Principles for State, local, or Indian tribal governments,” and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, “Cost Principles for State, local, or Indian tribal governments.” Cost sharing under this agreement must also comply with applicable cost sharing requirements set forth at 2 C.F.R. 200.306.

- a. Payment. Local Partner agrees to pay the Authority the greater of 20% of the total cost of the Project to the Authority or the value of any rebates or tax incentives (outlined below) received for the Project (the “Requirement Payment”). The Requirement Payment must be paid within one year of installation of the EV charging stations, or 60 days after receiving any rebates

or tax incentives, whichever occurs first. To the extent the Local Partner has received grant funds to support its Requirement Payment, the Local Partner shall pay the portion of the Requirement Payment supported by such grant within 60 days of installation of the EV charging stations. For the avoidance of doubt, the Requirement Payment may exceed 20% of the total cost of the Project if the Local Partner receives rebates or tax incentives, outlined below, that exceed 20% of the total cost of the Project. Total cost of the Project will be confirmed between the Vendor and the Authority following the installation of the EV charging stations. Questions regarding invoicing and the Required Payment should be made through the contacts below:

Local Partner Contact	Illinois Finance Authority Contact
Name: <i>Derrick Champion</i>	Name: Ximena Granda
Title: <i>City Administrator</i>	Title: Senior Vice President of Finance & Administration
Address: <i>1123 B Kefauver Parkway Markham, IL 60428</i>	Address: 160 N. LaSalle Street, Suite S-1000 Chicago, IL 60601
Phone: <i>708-631-1230</i>	Phone: 312-651-1362
Email: <i>dchampion@cityofmarkham.net</i>	Email: accountspayable@il-fa.com

- i. Within 30 days following the installation of the EV charging stations, Local Partner shall apply for all relevant rebates or tax incentives from any federal or local utility programs including, but not limited to, the Ameren Illinois Beneficial Electrification Plan ("Ameren BE Plan"), the ComEd Beneficial Electrification Plan ("ComEd BE Plan") or the Federal Tax Incentives for Alternative Fueling Infrastructure (Section 30C). This deadline may be extended at the discretion of the Authority for good cause demonstrated by the Local Partner.
- ii. Within 60 days after receiving any relevant rebate or tax incentive, Local Partner shall pay to the Authority all monies received as a result of the rebates or tax incentives which shall be applied by the Authority to the amounts owed for the Required Payment. Local Partner may not withhold any monies or funds received from any

- relevant rebate or tax incentive related to the Project or profit off of aforementioned rebates or tax incentives related to the Project.
- iii. For the avoidance of doubt, if the applicable incentives amount to less than 20% of the total Project costs, Local Partner agrees to pay the remaining amount owed for the Required Payment to ensure that 20% of the Project is funded by the Local Partner.
 - b. State Revenue Intercept. If Local Partner fails to pay the Authority the Required Payment, the Local Partner agrees the unpaid amount constitutes a debt owed to the Authority, and the Authority reserves the right to take any appropriate action to recover the amount owed, including but not limited to recovery via intercept of future payments to Local Partner via the Illinois Comptroller's Illinois Debt Recovery Offset Portal.
 - c. Consideration. In consideration for the promises and requirements of the Local Partner outlined in this Agreement, Local Partner will receive the benefit of the federally supported Authority payments to the Vendor for the EV charger station(s) and related infrastructure at the site. Local Partner shall also receive future charging revenue earned from the EV charger station(s) as a result of the Project.

6.6 Operation of Charging Station.

- a. Local Partner shall keep the Authority apprised of all material developments in connection with the Project as necessary in the performance of the Project. The Authority reserves the right to monitor Local Partner's performance of this Agreement in order to verify compliance.
- b. Local Partner shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to personnel performing services on the Project and other persons who may be affected thereby;
 - i. the materials and equipment to be incorporated into the Project, whether in storage on or off the site or under the care, custody, or control of the Local Partner or its contractors; and
 - ii. persons and property at the Host Site(s) or adjacent thereto in connection with the installation or operation of any EV Chargers or associated equipment during the term.
- c. The EV charging station(s) must be available at least as frequently as the business operating hours of the site host.

6.7 Changed Conditions Affecting Performance. Local Partner shall immediately notify the Authority of any change in conditions or local law, or of any other event which may significantly affect its ability to support or perform the Project in accordance with the provisions of this Agreement. Local Partner is responsible for notifying, in a timely manner, the Vendor and the Authority of any issues with the site or the EV charging stations once installed and entering into a site host agreement with the vendor.

6.8 Maintenance of Equipment. As part of its contract (Exhibit A), the Vendor will be solely responsible for providing operations and maintenance (O&M) services to ensure the EV chargers remain in good working order. The Vendor shall maintain the chargers in compliance with 23 C.F.R. 680 for a period of not less than five (5) years from the initial date of operation, consistent with the Site Host Agreement entered into between the Vendor and Local Partner.

Local Partner is responsible for promptly reporting any charger issues or outages to the Vendor and for cooperating with the Vendor to help ensure that all program requirements, including uptime and reporting obligations, are met. These obligations include:

- a. Minimum uptime. States or other direct recipients must ensure that each charging port has an average annual uptime of greater than 97%.
- b. A charging port is considered “up” when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level (see § 680.106(d)).

6.9 Pricing for Station Use. Unless charging is permanently provided free of charge to customers, the price for charging must be displayed prior to initiating a charging transaction and be based on the price for electricity to charge in \$/kWh.

- a. The Local Partner will set the charging rates, provided that such rates are reasonable as required under 23 C.F.R. Part 680. The Local Partner will receive all revenue from the use of the EV chargers, less any applicable expenses incurred in maintaining and operating the EV chargers including, but not limited to, credit card processing fees paid to the Vendor, energy utility costs of operating the chargers and the charging of electric vehicles, and any applicable taxes.
- b. The price for charging displayed and communicated via the charging network must be the real-time price (i.e., price at that moment in time).
- c. The price at the start of the session cannot change during the session.

- d. Price structure including any other fees in addition to the price for electricity to charge must be clearly displayed and explained.

6.10 Debarment. Local Partner shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Local Partner certifies that to the best of its knowledge and belief, the Local Partner and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or 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, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (2) above; and
- d. have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

VII. MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

7.1 Records Retention. The Local Partner shall maintain for five (5) years from the Expiration Date adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to the Project. If any litigation, claim, or audit related to the Project 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. The Local Partner shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Authority representatives.

7.2 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Article VII shall establish a presumption in favor of the Authority for the recovery of any funds paid by the Authority under this Agreement for which adequate books, records and supporting documentation are not available to support the payment.

7.3 Monitoring and Access to Information. The Local Partner must monitor its activities to assure compliance with applicable requirements and to assure its performance expectations are being achieved. The Local Partner shall timely submit all reports, and shall supply, upon the Authority's request, documents and information relevant to the Agreement. The Authority may make site visits as warranted by the Project.

VIII. TERMINATION

8.1 Termination for Convenience. This Agreement may be terminated by The Authority for any or no reason by giving written notice to the Local Partner at least thirty (30) days in advance of the effective date of such termination.

8.2 Third-Party Disputes or Breaches. The Local Partner agrees to pursue all legal rights available to it in the enforcement or defense of any third-party contract, and FHWA or U.S. DOT and the Grantor reserve the right to concur in any compromise or settlement of any third-party contract claim involving Local Partner and the Vendor or any other third-party involved in the Project.

- a. Local Partner will notify FHWA or U.S. DOT and the Authority of any current or prospective major dispute pertaining to a third-party contract.
- b. If the Local Partner seeks to name the Authority as a party to the litigation, Local Partner agrees to inform both FHWA or U.S. DOT and the Grantor before doing so.
- c. The Authority retains a right to a proportionate share of any proceeds derived from any third-party recovery.
- d. Nothing herein is intended to, nor shall it waive U.S. DOT's, FHWA's or the Authority's immunity to suit.

IX. INDEMNIFICATION

The Local Partner agrees to indemnify and hold harmless the Authority, its officers, members, directors, employees, and agents (each an "Indemnified Party") from and against any and all claims, damages, losses, liabilities, reasonable costs, or expenses whatsoever which an Indemnified Party may incur (or which may be claimed against an Indemnified Party by any Person) by reason of or in connection with the execution and delivery of and consummation of the transactions contemplated under this Agreement and the Project; provided, however, that the Local Partner shall not be required to indemnify any Indemnified Party for any claims, damages, losses, liabilities, costs, or expenses (a) to the

extent, but only to the extent, caused by willful misconduct or gross negligence of such Indemnified Party, (b) resulting from a material breach of any obligations under this Agreement, or (c) resulting from any dispute solely among Indemnified Parties other than any claims arising out of any action or omission of the Local Partner. The Local Partner shall not have any obligation to indemnify any Indemnified Party for claims, damages, losses, liabilities, costs, or expenses unless such Indemnified Party provides the Local Partner with an undertaking in which such Indemnified Party agrees to refund and return any and all amounts paid by or on behalf of the Local Partner to such Indemnified Party to the extent that the Indemnified Party was not entitled to be reimbursed for such amounts due to the application of clauses (a) through (c) above. Nothing in this Section is intended to limit the obligations of the Local Partner hereunder.

X. MISCELLANEOUS TERMS

10.1 Noncompliance. If Local Partner does not comply with federal law and regulations relating to the Project which has the impact of a loss of federal funding relating to the Project, Local Partner is to be responsible for 100% of any amount disallowed by the U.S. Department of Transportation or IDOT, in connection with the Project, as applicable.

10.2 Governing Law and Venue. This Agreement and the rights and duties of the Parties hereto shall be governed by, and construed in accordance with, the internal laws of the state of Illinois without regard to principles of conflicts of laws. Venue shall either be in the Circuit Court of Cook County, or the United States District Court, Northern District of Illinois, Eastern Division; provided, however, that any claim against the Authority must be brought in the Illinois Court of Claims.

10.3 Force Majeure. Neither the Authority nor the Local Partner shall be liable for failing to fulfill any obligation under this Agreement to the extent such failure is caused by an event beyond such Party's reasonable control and which event is not caused by such Party's fault or negligence. Such events shall include acts of God, acts of war or terrorism, fires, lightning, floods, epidemics, or riots.

10.4 Non-exclusivity. This Agreement is non-exclusive. Both Parties retain the right, at their sole discretion and without prior or subsequent notification to one another, to enter into EV Charging Station arrangements with third parties not related to this Agreement.

10.5 Governmental Immunity. The Authority is a quasi-state agency and a governmental entity and expressly retains all defenses to, immunities from, and limitations of liability. Nothing in this Agreement is intended, nor shall be construed, to constitute a waiver of any

defense, immunity, or limitation of liability that may be available to the Authority as a governmental entity or otherwise, or to any of its officers, agents or employees. In no event shall the Authority be liable or responsible to Local Partner for any indirect, incidental, consequential, or exemplary damages of any kind.

10.6 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

10.7 Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any Party.

10.8 Severability. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court or any other governmental body, this Agreement shall be construed as not containing such provision and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

10.9 Survival. Any provisions of this Agreement that impose continuing obligations upon a Party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination for so long as so intended. For the avoidance of doubt, the Local Partner's obligations to maintain records and the EV chargers shall survive termination of this Agreement and will continue in force and effect for so long as required to comply with requirements of the U.S. Department of Transportation/Federal Highway Administration related to the Project.

10.10 Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

10.11 Interpretation. Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn. A reference to the Authority includes the Authority's officers, commissioners, employees, attorneys, agents and assigns; a reference to the Local Partner includes its officers, members, employees, attorneys, agents and assigns.

10.12 Entire Agreement. This Agreement constitutes the entire Agreement of the Authority and Local Partner with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Local and the Authority with respect to the subject matter hereof.

10.13 Notices. All notices hereunder will be in writing and will be sent by overnight courier, email, or certified mail. Notices to the Parties will be delivered to their respective address set forth below.

10.14 Execution. Each party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[***]

In witness hereof, the Parties hereto have executed the Agreement as of the Effective Date set forth above:

ILLINOIS FINANCE AUTHORITY:

[LOCAL PARTNER NAME]:

Signature:



Signature:



Date:

2/13/2020

Date:

2/11/2020

Name:

Chris Meister

Name:

Derrick Champion

Title:

Executive Director

Title:

City Administrator

Address:

160 N. LaSalle Street
Suite S-1000

Address:

10213 Kedzie Parkway

City, State, ZIP:

Chicago, IL 60601

City, State, ZIP:

Markham, IL 60128

Email:

cmeister@il-fa.com

Email:

dchampion@cityofmarkham.net

Exhibits:

- Exhibit A: Contract Between CCGI Holdings, LLC and the Illinois Finance Authority
- Exhibit B: Details of Installation
- Exhibit C: Site Host Agreement Template

INTERGOVERNMENTAL AGREEMENT:

**USDOT/FEDERAL HIGHWAY ADMINISTRATION CHARGING AND FUELING
INFRASTRUCTURE PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into by and between the Illinois Finance Authority, a body politic and corporate created under the laws of the State of Illinois, (the “Authority”) and the Office of the Illinois Secretary of State, a constitutional office created by the Illinois Constitution (the “Local Partner”). The Authority and the Local Partner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government to contract or otherwise associate with the State of Illinois to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not otherwise prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) authorizes public agencies, which include agencies of the State of Illinois government, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law;

WHEREAS, the Intergovernmental Cooperation Act authorizes public agencies to enter into intergovernmental agreements with other public agencies;

WHEREAS, the Authority has been created by the Illinois Finance Authority Act, 20 ILCS 3501/801-1, et seq. (the “Act”) and is a “public agency” for the purposes of 5 ILCS 220/2(1);

WHEREAS, the Authority was awarded nearly \$15 million dollars in federal grant funds to strategically deploy electric vehicle (EV) charging infrastructure in urban and rural communities in publicly accessible locations (the “Community Charging Program” or “Project”);

WHEREAS, as part of the Community Charging Program, the Authority is partnering with local government entities and non-profit organizations for such entities to act as site hosts and owners of the EV charging infrastructure, consistent with the applicable grant terms and conditions and as further outlined herein;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

II. AUTHORITY

Each Party represents and warrants that it has the full and lawful authority to enter into this Agreement and to fully and promptly comply with all provisions, terms and conditions, as written.

III. PURPOSE AND SCOPE

The purpose of this Agreement is to identify the roles and responsibilities of each Party regarding the installation and operation of EV charging infrastructure listed in Exhibit B.

IV. TERM

This Agreement shall become effective upon its full execution (“Effective Date”) and shall expire October 1, 2032, such term including five (5) years of mandatory service and stewardship of the EV charging infrastructure at the Project Site(s), unless terminated earlier pursuant to this Agreement.

V. RESPONSIBILITIES OF ILLINOIS FINANCE AUTHORITY

5.1 Master Contract. The Authority has entered into a Master Contract between the Illinois Finance Authority and CCGI Holding LLC (the “Vendor”) (the “Master Contract,” attached as Exhibit A). The Master Contract requires the Vendor to supply, install, and maintain the EV charging infrastructure in conformance with the requirements of the Community Charging Program at the sites identified in Exhibit B (the “Vendor Services”). In exchange for entering into this Agreement and the Local Partner fulfilling its responsibilities under this Agreement, the Authority will pay the Vendor the payments required under the Master Contract to perform the Vendor Services.

5.2 Oversight of Vendor. The Authority shall take reasonable steps to monitor the activities of the Vendor to ensure compliance with all requirements and performance expectations of the Master Contract and the fulfillment of the Vendor Services. The Authority will take reasonable steps to monitor project milestones and deliverables related to the Vendor Services required under the Master Contract.

VI. RESPONSIBILITIES OF LOCAL PARTNER

6.1 General Obligations. Local Partner shall be responsible to ensure that the Project achieves the requirements set forth in this Agreement and under the Community Charging

Program. To achieve the requirements of the Project, Local Partner agrees to take reasonable steps to:

- a. enter into an agreement with the Vendor providing for the installation, operation, and maintenance of the EV charging infrastructure (a “Site Host Agreement”) in substantially similar form to the Site Host Agreement attached and incorporated herein as Exhibit C;
- b. prepare and submit all required documentation under the National Environmental Policy Act (“NEPA”) in a timely manner so that the Illinois Department of Transportation (“IDOT”), as the Environmental Review Entity, may complete its review and provide approval of the proposed site locations;
- c. provide an easement for the placement, maintenance, and public use of the EV charging infrastructure at the locations described in Exhibit B for the full term of this Agreement (such locations hereafter referred to as the “Project Site(s)”);
- d. provide the necessary temporary construction easement for the Vendor and its contractors for preparation of the Project Site(s) and for installation of all necessary equipment;
- e. provide necessary ongoing utility easement for installation, usage, and maintenance of power lines, conduits, and equipment;
- f. grant the Authority access to the Project Site(s) for the purpose of conducting oversight and ensuring compliance with all requirements and performance expectations of the Agreement;
- g. allow reasonable ongoing access to the Project Site(s) and equipment in order for Vendor to collect, use, and distribute data;
- h. ensure the equipment installed for the EV charging infrastructure cannot be opened, accessed, modified, or repaired by anyone other than the Vendor or its licensed contractors;
- i. prevent damage and vandalism of any type to the EV charging infrastructure and its equipment; and
- j. ensure the Project Site(s) are maintained in a clean, safe, and orderly condition to at least the same standard as to which other areas proximate to the Project Site(s) that are under the Local Partner’s control are maintained;

6.2 Covenants. The Local Partner covenants that it will not:

- a. transfer, assign, encumber, or otherwise pledge equipment for the EV charging infrastructure;
- b. move, modify, reverse engineer, or disassemble the whole or any part of the EV charging infrastructure in any manner; or
- c. uninstall the EV charging infrastructure.

6.3 Site Selection & Estimated Budget. The EV charging infrastructure shall be installed at the site(s) listed in Exhibit B within Local Partner’s jurisdiction. These site(s), together with the corresponding budget and key details, such as the number of charging ports per site and location type, are hereby approved by the Authority for inclusion in this Agreement and Project, as set forth in Exhibit B. No changes may be made to any of the sites referenced in Exhibit B without an Amendment to this Agreement approved by the Parties. All figures are current estimates and subject to revision; provided, however, that any such revision to the corresponding budget and key details shall be approved in advance by the Authority. The anticipated costs associated with the Required Payment (defined below) contemplated by this Agreement are \$34,648. Notwithstanding any approved changes in total project costs during implementation, Local Partner remains responsible for providing not less than twenty percent (20%) of all Eligible Project Costs as defined below (and as set forth more fully in Section 6.5), and of an amount not to exceed \$50,000. At project completion, costs eligible for reimbursement by Local Partner will be submitted to Local Partner for reconciliation and payment. The Eligible Project Costs include:

- a. For services not provided by the Vendor, costs to acquire and install on-site electric service equipment (e.g., service connection, power meter / submeter, transformer, breaker panel upgrade, and customer feeder installation) will be considered on a case-by-case basis subject to approval by the Authority.
- b. Costs of minor grid updates (work necessary to connect the EV charging infrastructure to the electric grid distribution network like extending power lines or upgrading existing power lines);
- c. Costs to procure and install, upgrade, and/or replace existing EV charging infrastructure to meet National Electric Vehicle Infrastructure (“NEVI”) minimum standards and requirements;
- d. Costs to procure and install Electric Vehicle Supply Equipment (“EVSE”)-related hardware and software;
- e. Fixed operating and maintenance costs (up to five years after the EV charging infrastructure is commissioned) including:
 - i. Charging equipment lease fees (if site applicant chooses lease option for charging equipment rather than purchase option). The lease costs are only eligible if paid in advance through a contract;
 - ii. Cellular network fees, internet service fees, or similar fees; and
 - iii. Charger network fee; and
- f. Costs of engineering, design and permitting

6.4 Oversight of Construction. During construction of the improvements at the Project Site(s):

- a. Local Partner agrees that it shall grant reasonable access to the Authority and its contractors/subcontractors consistent with this Agreement and any requirements of the Site Host Agreement or Project.
- b. Local Partner shall furnish or arrange for qualified personnel, facilities, equipment, materials, and services as necessary for the performance of the Project, provide competent and adequate supervision of the Project Site(s), and reasonably support the Vendor in carrying out its responsibilities, including assisting with supervision of Project Site(s) and coordination as needed.
- c. Local Partner shall keep the Authority apprised of all material developments in connection with the Project and Project Site(s) as necessary in the performance of the Project. The Authority reserves the right to monitor Local Partner's performance of this Agreement in order to verify compliance with the Project requirements and the requirements of this Agreement.
- d. Local Partner shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to, personnel performing services at the Project Site(s) and other persons who may be affected thereby;
 - i. the materials and equipment to be incorporated into the Project Site(s), whether in storage on or off the Project Site(s) or under the care, custody, or control of the Local Partner or its contractors; and
 - ii. persons and property at the Project Site(s) or adjacent thereto in connection with the installation or operation of any EV charging infrastructure or associated equipment during the term of this Agreement.

6.5 Cost Sharing. As required by IDOT, this agreement is governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR 225, "Cost Principles for State, local, or Indian tribal governments," and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local, or Indian tribal governments." Cost sharing under this agreement must also comply with applicable cost sharing requirements set forth at 2 C.F.R. 200.306.

- a. Payment. Local Partner agrees to pay the Authority not less than 20% of the total cost of the Project to the Authority (the "Required Payment"). The Required Payment must be paid within twelve (12) months of installation of the EV charging infrastructure. Total cost of the Project will be confirmed between the Vendor and the Authority following the installation of the EV charging

infrastructure. Questions regarding invoicing and the Required Payment should be made through the contacts below:

Local Partner Contact	IFA Contact
Name:	Name: Ximena Granda
Title:	Title: Senior Vice President of Finance & Administration
Address:	Address: 160 N. LaSalle Street, Suite S-1000 Chicago, IL 60601
Phone:	Phone: 312-651-1362
Email:	Email: accountspayable@il-fa.com

- b. State Revenue Intercept. If Local Partner fails to pay the Authority the Required Payment, the Local Partner agrees the unpaid amount constitutes a debt owed to the Authority, and the Authority reserves the right to take any appropriate action to recover the amount owed, including but not limited to recovery via intercept of future payments to Local Partner via the Illinois Comptroller's Illinois Debt Recovery Offset Portal.
- c. Consideration. In consideration for the promises and requirements of the Local Partner outlined in this Agreement, Local Partner will receive the benefit of the Authority's federally-supported payments to the Vendor for the EV charging infrastructure and related infrastructure at the Project Site(s). Local Partner shall also receive future charging revenue earned from the EV charging infrastructure as a result of the Project.

6.6 Operating Hours of Charging Infrastructure. The EV charging infrastructure must be available at least as frequently as the business operating hours of the site host.

6.7 Changed Conditions Affecting Performance. Local Partner shall timely notify the Authority of any change in conditions or local law, or of any other event which may materially affect its ability to support or perform the provisions of this Agreement. Local Partner is responsible for notifying, in a timely manner, the Vendor and the Authority of any material issues with the site or the EV charging infrastructure once installed and after entering into a Site Host Agreement with the Vendor.

6.8 Maintenance of Equipment. As part of its Master Contract, the Vendor will be solely responsible for providing operations and maintenance services to ensure the EV charging infrastructure remains in good working order. The Vendor shall maintain the EV charging infrastructure in compliance with 23 C.F.R. 680 for a period of not less than five (5) years from the initial date of operation, consistent with the Site Host Agreement entered into between the Vendor and Local Partner.

Local Partner is responsible for promptly reporting any EV charging infrastructure issues or outages to the Vendor and for cooperating with the Vendor to help ensure that all program requirements, including uptime and reporting obligations, are met. These obligations include:

- a. Minimum uptime. States or other direct recipients must ensure that each EV charging port has an average annual uptime of greater than 97%.
- b. An EV charging port is considered “up” when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level (see § 680.106(d)).

6.9 Pricing for EV Charging Infrastructure Use. Unless charging is permanently provided free of charge to customers, the price for charging must be displayed prior to initiating a charging transaction and be based on the price for electricity to charge in \$/kWh.

- a. The Local Partner will set the charging rates, provided that such rates are reasonable as required under 23 C.F.R. Part 680. The Local Partner will receive all revenue from the use of the EV charging infrastructure, less any applicable expenses incurred in maintaining and operating the EV charging infrastructure including, but not limited to, credit card processing fees paid to the Vendor, energy utility costs of operating the EV charging infrastructure and the charging of electric vehicles, and any applicable taxes.
- b. The price for charging displayed and communicated via the charging network must be the real-time price (i.e., price at that moment in time).
- c. The price at the start of the charging session cannot change during the session.
- d. Price structure including any other fees in addition to the price for electricity to charge must be clearly displayed and explained.

6.10 Debarment. Local Partner shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Local Partner certifies that to the best of its knowledge and belief, the Local Partner:

- a. is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. within a three-year period preceding this Agreement has not been convicted of or had a civil judgment rendered against it for commission of fraud or 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, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (2) above; and
- d. has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

VII. MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

7.1 Records Retention. The Local Partner shall maintain for five (5) years from the Expiration Date adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to the Project. If any litigation, claim, or audit related to the Project 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. The Local Partner shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Authority representatives during the regular business hours of Local Partner.

7.2 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Article VII shall establish a presumption in favor of the Authority for the recovery of any funds paid by the Authority under this Agreement for which adequate books, records and supporting documentation are not available to support the payment.

7.3 Monitoring and Access to Information. The Local Partner must monitor its activities to assure compliance with applicable requirements and to assure its performance expectations are being achieved. The Local Partner shall timely submit all reports, and shall supply, upon the Authority's request, documents and information relevant to the Agreement. The Authority may make visits to the Project Site(s) as warranted by the Project.

VIII. TERMINATION

8.1 Termination for Convenience. This Agreement may be terminated by The Authority for any or no reason by giving written notice to the Local Partner at least thirty (30) days in advance of the effective date of such termination.

8.2 Third-Party Disputes or Breaches. The Local Partner agrees to take commercially reasonable efforts to pursue legal rights and remedies available to it in the enforcement or defense of any third-party contract, and FHWA or U.S. DOT and the Grantor reserve the right to concur in any compromise or settlement of any third-party contract claim involving Local Partner and the Vendor or any other third-party involved in the Project.

- a. Local Partner will notify FHWA or U.S. DOT and the Authority of any current or prospective material dispute pertaining to a third-party contract.
- b. If the Local Partner seeks to name the Authority as a party to the litigation, Local Partner agrees to inform both FHWA or U.S. DOT and the Grantor before doing so.
- c. The Authority retains a right to a proportionate share of any proceeds derived from any third-party recovery.
- d. Nothing herein is intended to, nor shall it waive U.S. DOT's, FHWA's, the Authority's, or the Local Partner's immunity to suit.

IX. MISCELLANEOUS TERMS

10.1 Noncompliance. If Local Partner does not comply with federal law and regulations relating to the Project which has the impact of a loss of federal funding relating to the Project, Local Partner is to be responsible for 100% of any amount disallowed by USDOT or IDOT, as applicable to the Local Partner's portion of the Project.

10.2 Governing Law and Venue. This Agreement and the rights and duties of the Parties hereto shall be governed by, and construed in accordance with, the internal laws of the state of Illinois without regard to principles of conflicts of laws. Venue shall either be in the Circuit Court of Cook County, or the United States District Court, Northern District of Illinois, Eastern Division; provided, however, that any claim against the Authority or Illinois the Secretary of State must be brought in the Illinois Court of Claims.

10.3 Force Majeure. Neither the Authority nor the Local Partner shall be liable for failing to fulfill any obligation under this Agreement to the extent such failure is caused by an

event beyond such Party's reasonable control and which event is not caused by such Party's fault or negligence. Such events shall include acts of God, acts of war or terrorism, fires, lightning, floods, epidemics, or riots.

10.4 Non-exclusivity. This Agreement is non-exclusive. Both Parties retain the right, at their sole discretion and without prior or subsequent notification to one another, to enter into EV charging infrastructure arrangements with third parties not related to this Agreement.

10.5 Governmental Immunity. The Authority is a quasi-state agency and a governmental entity and Local Partner is a constitutional office of the State of Illinois and both Parties expressly retain all defenses to, immunities from, and limitations of liability. Nothing in this Agreement is intended, nor shall be construed, to constitute a waiver of any defense, immunity, or limitation of liability that may be available to the Authority as a governmental entity or otherwise, or to any of its officers, agents or employees. In no event shall either Party be liable or responsible to the other for any indirect, incidental, consequential, or exemplary damages of any kind.

10.6 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

10.7 Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any Party.

10.8 Severability. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court or any other governmental body, this Agreement shall be construed as not containing such provision and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

10.9 Survival. Any provisions of this Agreement that impose continuing obligations upon a Party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination for so long as so intended. For the avoidance of doubt, the Local Partner's obligations to maintain records shall survive termination of this Agreement and will continue in force and effect for so long as required to comply with requirements of the U.S. Department of Transportation/Federal Highway Administration related to the Project.

10.10 Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

10.11 Interpretation. Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn. A reference to the Authority includes the Authority's officers, commissioners, employees, attorneys, agents and assigns; a reference to the Local Partner includes its officers, members, employees, attorneys, agents and assigns.

10.12 Entire Agreement. This Agreement constitutes the entire Agreement of the Authority and Local Partner with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Local Partner and the Authority with respect to the subject matter hereof.

10.13 Notices. All notices hereunder will be in writing and will be sent by overnight courier, email, or certified mail. Notices to the Parties will be delivered to their respective address set forth below.

10.14 Execution. Each party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, Uniform

Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

In witness hereof, the Parties hereto have executed the Agreement as of the Effective Date set forth above:

ILLINOIS FINANCE AUTHORITY:

Signature: 
Date: 2/13/2026
By: _____
Name: Chris Meister
Title: Executive Director
Address: 160 N. LaSalle Street Suite S-1000
City, State, ZIP: Chicago, IL 60601
Email: cmeister@il-fa.com

[LOCAL PARTNER NAME]

Signature: 
Date: 2/11/26
By: Katherine Tople
Name: Alexi Giannoulis by Katherine
Title: Secretary of State by PO Tople
Address: _____
City, State, ZIP: _____
Email: ktople@ilsos.gov

Exhibits:

- **Exhibit A:** Agreement Between CCGI and IFA
- **Exhibit B:** Details of Installation (List of Sites; Number of Chargers, Budget, etc.)
- **Exhibit C:** Site Host Agreement Template

MEMORANDUM OF UNDERSTANDING:

**U.S. DEPARTMENT OF TRANSPORTATION/FEDERAL HIGHWAY
ADMINISTRATION CHARGING AND FUELING INFRASTRUCTURE PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (this “Agreement”) is made and entered into by and between the Illinois Finance Authority, a body politic and corporate created under the laws of the State of Illinois, (the “Authority”) and the Illinois Wesleyan University, an Illinois corporation under the Illinois Special Charter Not for Profit Corporations Act, (the “Local Partner”). The Authority and the Local Partner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Authority has been created by the Illinois Finance Authority Act, 20 ILCS 3501/801-1, et seq. (the “Act”) and is a “public agency” for the purposes of 5 ILCS 220/2(1);

WHEREAS, the Authority was awarded nearly \$15 million dollars in federal grant funds to strategically deploy electric vehicle (EV) charging infrastructure in urban and rural communities in publicly accessible locations (the “Community Charging Program” or “Project”);

WHEREAS, as part of the Community Charging Program, the Authority is partnering with local government entities and non-profit organizations for such entities to act as site hosts and owners of the EV charging infrastructure, consistent with the applicable grant terms and conditions and as further outlined herein;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

II. AUTHORITY

Each Party represents and warrants that it has the full and lawful authority to enter into this Agreement and to fully and promptly comply with all provisions, terms and conditions, as written.

III. PURPOSE AND SCOPE

The purpose of this Agreement is to identify the roles and responsibilities of each Party regarding the installation and operation of EV charging infrastructure listed in Exhibit B.

IV. TERM

This Agreement shall become effective upon its full execution (“Effective Date”) and shall expire October 1, 2032, which term includes five (5) years of mandatory service and stewardship of the EV charging stations, unless terminated earlier pursuant to this Agreement.

V. RESPONSIBILITIES OF ILLINOIS FINANCE AUTHORITY

5.1 Master Contract. The Authority has entered into a Master Contract between the Illinois Finance Authority and CCGI Holding LLC (the “Vendor”) (the “Master Contract,” attached as Exhibit A). The Master Contract requires the Vendor to supply, install, and maintain the EV charging station(s) in conformance with the requirements of the Community Charging Program at the sites identified in Exhibit B (the “Vendor Services”). In exchange for entering into this Agreement and the Local Partner fulfilling its responsibilities under this Agreement, the Authority will pay the Vendor the payments required under the Master Contract to perform the Vendor Services.

5.2 Oversight of Vendor. The Authority shall take reasonable steps to monitor the activities of the Vendor to ensure compliance with all requirements and performance expectations of the Master Contract and the fulfillment of the Vendor Services. The Authority will take reasonable steps to monitor project milestones and deliverables related to the Vendor Services required under the Master Contract.

VI. RESPONSIBILITIES OF LOCAL PARTNER

6.1 General Obligations. Local Partner shall be responsible to ensure that its requirements and responsibilities under the Agreement achieve the requirements set forth under the Community Charging Program. To achieve the requirements of the Project, Local Partner agrees to take all reasonable steps to:

- a. enter into a Site Host Agreement with the Vendor in substantially similar form to the Site Host Agreement attached and incorporated herein as Exhibit C;
- b. prepare and submit all required documentation under the National Environmental Policy Act (“NEPA”) in a timely manner so that the Illinois Department of Transportation (“IDOT”), as the Environmental Review Entity, may complete its review and provide approval of the proposed site locations;
- c. provide an easement, if necessary for the placement, maintenance, and public use of the chargers at the locations described in Exhibit B for the full term of this Agreement;

- d. provide any necessary temporary construction easement for the Vendor and its contractors for preparation of the Project Site(s) and for installation of all necessary equipment;
- e. provide any necessary ongoing utility easement for installation, usage, and maintenance of power lines, conduits, and equipment;
- f. grant the Authority access to the Project Site(s) for the purpose of conducting oversight and ensuring compliance with all requirements and performance expectations of the Agreement;
- g. allow reasonable ongoing access to the Project Site(s) and equipment in order for Vendor to collect, use, and distribute data;
- h. take reasonable steps to ensure the equipment installed for the EV charging station cannot be opened, accessed, modified, or repaired by anyone other than the Vendor or its licensed contractors;
- i. take reasonable steps to prevent damage and vandalism of any type to the EV charging station and its equipment;
- j. will not uninstall the EV charging station for the duration of this Agreement;
- k. ensure the Project Site(s) are maintained in a clean, safe, and orderly condition to at least the same standard as to which other areas proximate to the Project Site(s) that are under the Local Partner's control are maintained;
- l. procure and maintain commercial general liability insurance with coverage for the activities and risks associated with the EV charging station(s) and with coverage limits sufficient to protect itself and the Authority, as additional insured, from claims arising from the Project, as detailed below:
 - i. Commercial General Liability covering property damage, premises operations, fire damage, products and completed operations, blanket contractual liability, bodily injury, personal injury, and advertising liability with minimum limits as follows:
 1. \$1,000,000 each occurrence;
 2. \$2,000,000 general aggregate;
 3. \$1,000,000 products and completed operations aggregate.
 - ii. Property and Casualty covering full replacement value in the event of loss or damage to the EV chargers and other charging equipment and appurtenances;
 - iii. Workers' Compensation as required by state law and employers' liability insurance covering all Local Partner employees and its contractors acting within the course and scope of their employment in connection with the Project.

6.2 Covenants. The Local Partner covenants that it will not, without prior written approval from the Authority:

- a. transfer, assign, encumber, or otherwise pledge equipment for the EV charging station;
- b. move, modify, reverse engineer, or disassemble the whole or any part of the EV charging station in any manner; or
- c. uninstall the EV charging station.

6.3 Site Selection & Estimated Budget. The EV charging station shall be installed at the site(s) listed in Exhibit B within Local Partner's jurisdiction. These site(s), together with the corresponding budget and key details, such as the number of charging ports per site and location type, are hereby approved by the Authority for inclusion in this Agreement and Project, as set forth in Exhibit B. No changes may be made to any of the sites referenced in Exhibit B without an Amendment to this Agreement approved by the Parties. All figures are current estimates and subject to revision; provided, however, that any such revision to the corresponding budget and key details shall be approved in advance by the Authority. Notwithstanding any approved changes in total project costs during implementation, Local Partner remains responsible for providing not less than twenty percent (20%) of all Eligible Project Costs as defined below (and as set forth more fully in 6.5):

- a. For services not provided by the Vendor, costs to acquire and install on-site electric service equipment (e.g., service connection, power meter / submeter, transformer, breaker panel upgrade, and customer feeder installation) will be considered on a case-by-case basis subject to approval by the Authority.
- b. Costs of minor grid updates (work necessary to connect a charging station to the electric grid distribution network like extending power lines or upgrading existing power lines);
- c. Costs to procure and install, upgrade, and/or replace existing EV charging equipment to meet National Electric Vehicle Infrastructure ("NEVI") minimum standards and requirements;
- d. Costs to procure and install Electric Vehicle Supply Equipment ("EVSE")-related hardware and software;
- e. Fixed operating and maintenance costs (up to five years after the charging station is commissioned) including:
 - i. Charging equipment lease fees (if site applicant chooses lease option for charging equipment rather than purchase option). The lease costs are only eligible if paid in advance through a contract;
 - ii. Cellular network fees, internet service fees, or similar fees; and
 - iii. Charger network fee; and

- f. Costs of engineering, design and permitting

6.4 Oversight of Construction.

- a. Local Partner agrees that it shall grant access to the Authority and its contractors/subcontractors consistent with this Agreement and any requirements of the Site Host Agreement or Project.
- b. Local Partner shall furnish or arrange for qualified personnel, facilities, equipment, materials, and services as necessary for the performance of the Project, provide competent and adequate supervision of the site, and support the Vendor in carrying out its responsibilities, including assisting with site supervision and coordination as needed.

6.5 Cost Sharing. As required by IDOT, this agreement is governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR 225, “Cost Principles for State, local, or Indian tribal governments,” and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, “Cost Principles for State, local, or Indian tribal governments.” Cost sharing under this agreement must also comply with applicable cost sharing requirements set forth at 2 C.F.R. 200.306.

- a. Payment. Local Partner agrees to pay the Authority the greater of 20% of the total cost of the Project to the Authority or the value of any rebates or tax incentives (outlined below) received for the Project (the “Requirement Payment”). The Requirement Payment must be paid within one year of installation of the EV charging stations, or 60 days after receiving any rebates or tax incentives, whichever occurs first. To the extent the Local Partner has received grant funds to support its Requirement Payment, the Local Partner shall pay the portion of the Requirement Payment supported by such grant within 60 days of installation of the EV charging stations. For the avoidance of doubt, the Requirement Payment may exceed 20% of the total cost of the Project if the Local Partner receives rebates or tax incentives, outlined below, that exceed 20% of the total cost of the Project. Total cost of the Project will be confirmed between the Vendor, Local Partner, and the Authority following the installation of the EV charging stations. Questions regarding invoicing and the Required Payment should be made through the contacts below:

Illinois Wesleyan University Contact	Illinois Finance Authority Contact
Name: Craig Maynard	Name: Ximena Granda
Title: Vice President for Finance and Operations	Title: Senior Vice President of Finance & Administration
Address: 1312 Park St., Bloomington, IL 61701	Address: 160 N. LaSalle Street, Suite S-1000 Chicago, IL 60601
Phone: 309-556-3021	Phone: 312-651-1362
Email: cmaynar1@iwu.edu	Email: accountspayable@il-fa.com

- i. Within 30 days following the installation of the EV charging stations, Local Partner shall apply for all relevant rebates or tax incentives from any federal or local utility programs including, but not limited to, the Ameren Illinois Beneficial Electrification Plan (“Ameren BE Plan”), the ComEd Beneficial Electrification Plan (“ComEd BE Plan”) or the Federal Tax Incentives for Alternative Fueling Infrastructure (Section 30C). This deadline may be extended at the discretion of the Authority for good cause demonstrated by the Local Partner.
 - ii. Within 60 days after receiving any relevant rebate or tax incentive, Local Partner shall pay to the Authority all monies received as a result of the rebates or tax incentives which shall be applied by the Authority to the amounts owed for the Required Payment. Local Partner may not withhold any monies or funds received from any relevant rebate or tax incentive related to the Project or profit off of aforementioned rebates or tax incentives related to the Project.
 - iii. For the avoidance of doubt, if the applicable incentives amount to less than 20% of the total Project costs, Local Partner agrees to pay the remaining amount owed for the Required Payment to ensure that 20% of the Project is funded by the Local Partner.
- b. State Revenue Intercept. If Local Partner fails to pay the Authority the Required Payment, the Local Partner agrees the unpaid amount constitutes a debt owed to the Authority, and the Authority reserves the right to take any appropriate action to recover the amount owed, including but not limited to recovery via

intercept of future payments to Local Partner via the Illinois Comptroller's Illinois Debt Recovery Offset Portal.

- c. Consideration. In consideration for the promises and requirements of the Local Partner outlined in this Agreement, Local Partner will receive the benefit of the federally supported Authority payments to the Vendor for the EV charger station(s) and related infrastructure at the site. Local Partner shall also receive future charging revenue earned from the EV charger station(s) as a result of the Project.

6.6 Operation of Charging Station.

- a. Local Partner shall keep the Authority apprised of all material developments in connection with the Project as necessary in the performance of the Project. The Authority reserves the right to monitor Local Partner's performance of this Agreement in order to verify compliance.
- b. Local Partner shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to personnel performing services on the Project and other persons who may be affected thereby;
 - i. the materials and equipment to be incorporated into the Project, whether in storage on or off the site or under the care, custody, or control of the Local Partner or its contractors; and
 - ii. persons and property at the Host Site(s) or adjacent thereto in connection with the installation or operation of any EV Chargers or associated equipment during the term.
- c. The EV charging station(s) must be available at least as frequently as the business operating hours of the site host.

6.7 Changed Conditions Affecting Performance. Local Partner shall immediately notify the Authority of any change in conditions or local law, or of any other event which may significantly affect its ability to support or perform the Project in accordance with the provisions of this Agreement. Local Partner is responsible for notifying, in a timely manner, the Vendor and the Authority of any issues with the site or the EV charging stations once installed and entering into a site host agreement with the vendor.

6.8 Maintenance of Equipment. As part of its contract (Exhibit A), the Vendor will be solely responsible for providing operations and maintenance (O&M) services to ensure the EV chargers remain in good working order. The Vendor shall maintain the chargers in compliance with 23 C.F.R. 680 for a period of not less than five (5) years from the initial

date of operation, consistent with the Site Host Agreement entered into between the Vendor and Local Partner.

Local Partner is responsible for promptly reporting any charger issues or outages to the Vendor and for cooperating with the Vendor to help ensure that all program requirements, including uptime and reporting obligations, are met. These obligations include:

- a. Minimum uptime. States or other direct recipients must ensure that each charging port has an average annual uptime of greater than 97%.
- b. A charging port is considered “up” when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level (see § 680.106(d)).

6.9 Pricing for Station Use. Unless charging is permanently provided free of charge to customers, the price for charging must be displayed prior to initiating a charging transaction and be based on the price for electricity to charge in \$/kWh.

- a. The Local Partner will set the charging rates, provided that such rates are reasonable as required under 23 C.F.R. Part 680. The Local Partner will receive all revenue from the use of the EV chargers, less any applicable expenses incurred in maintaining and operating the EV chargers including, but not limited to, credit card processing fees paid to the Vendor, energy utility costs of operating the chargers and the charging of electric vehicles, and any applicable taxes.
- b. The price for charging displayed and communicated via the charging network must be the real-time price (i.e., price at that moment in time).
- c. The price at the start of the session cannot change during the session.
- d. Price structure including any other fees in addition to the price for electricity to charge must be clearly displayed and explained.

6.10 Debarment. Local Partner shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Local Partner certifies that to the best of its knowledge and belief, the Local Partner and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or 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, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (2) above; and
- d. have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

VII. MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

7.1 Records Retention. The Local Partner shall maintain for five (5) years from the Expiration Date adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to the Project. If any litigation, claim, or audit related to the Project 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. The Local Partner shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Authority representatives.

7.2 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Article VII shall establish a presumption in favor of the Authority for the recovery of any funds paid by the Authority under this Agreement for which adequate books, records and supporting documentation are not available to support the payment.

7.3 Monitoring and Access to Information. The Local Partner must monitor its activities to assure compliance with applicable requirements and to assure its performance expectations are being achieved. The Local Partner shall timely submit all reports, and shall supply, upon the Authority's request, documents and information relevant to the Agreement. The Authority may make site visits as warranted by the Project.

VIII. TERMINATION

8.1 Termination for Convenience. This Agreement may be terminated by The Authority for any or no reason by giving written notice to the Local Partner at least thirty (30) days in advance of the effective date of such termination.

8.2 Third-Party Disputes or Breaches. The Local Partner agrees to pursue all legal rights available to it in the enforcement or defense of any third-party contract, and FHWA or U.S. DOT and the Grantor reserve the right to concur in any compromise or settlement of any third-party contract claim involving Local Partner and the Vendor or any other third-party involved in the Project.

- a. Local Partner will notify FHWA or U.S. DOT and the Authority of any current or prospective major dispute pertaining to a third-party contract.
- b. If the Local Partner seeks to name the Authority as a party to the litigation, Local Partner agrees to inform both FHWA or U.S. DOT and the Grantor before doing so.
- c. The Authority retains a right to a proportionate share of any proceeds derived from any third-party recovery.
- d. Nothing herein is intended to, nor shall it waive U.S. DOT's, FHWA's or the Authority's immunity to suit.

IX. INDEMNIFICATION

The Local Partner agrees to indemnify and hold harmless the Authority, its officers, members, directors, employees, and agents (each an "Indemnified Party") from and against any and all claims, damages, losses, liabilities, reasonable costs, or expenses whatsoever which an Indemnified Party may incur (or which may be claimed against an Indemnified Party by any Person) by reason of or in connection with the execution and delivery of and consummation of the transactions contemplated under this Agreement and the Project; provided, however, that the Local Partner shall not be required to indemnify any Indemnified Party for any claims, damages, losses, liabilities, costs, or expenses (a) to the extent, but only to the extent, caused by willful misconduct or gross negligence of such Indemnified Party, (b) resulting from a material breach of any obligations under this Agreement, or (c) resulting from any dispute solely among Indemnified Parties other than any claims arising out of any action or omission of the Local Partner. The Local Partner shall not have any obligation to indemnify any Indemnified Party for claims, damages, losses, liabilities, costs, or expenses unless such Indemnified Party provides the Local Partner with an undertaking in which such Indemnified Party agrees to refund and return any and all amounts paid by or on behalf of the Local Partner to such Indemnified Party to the extent that the Indemnified Party was not entitled to be reimbursed for such amounts due to the application of clauses (a) through (c) above. Nothing in this Section is intended to limit the obligations of the Local Partner hereunder.

X. MISCELLANEOUS TERMS

10.1 Noncompliance. If Local Partner does not comply with federal law and regulations relating to the Project which has the impact of a loss of federal funding relating to the Project, Local Partner is to be responsible for 100% of any amount disallowed by the U.S. Department of Transportation or IDOT, in connection with the Project, as applicable.

10.2 Governing Law and Venue. This Agreement and the rights and duties of the Parties hereto shall be governed by, and construed in accordance with, the internal laws of the state of Illinois without regard to principles of conflicts of laws. Venue shall either be in the Circuit Court of Cook County, or the United States District Court, Northern District of Illinois, Eastern Division; provided, however, that any claim against the Authority must be brought in the Illinois Court of Claims.

10.3 Force Majeure. Neither the Authority nor the Local Partner shall be liable for failing to fulfill any obligation under this Agreement to the extent such failure is caused by an event beyond such Party's reasonable control and which event is not caused by such Party's fault or negligence. Such events shall include acts of God, acts of war or terrorism, fires, lightning, floods, epidemics, or riots.

10.4 Non-exclusivity. This Agreement is non-exclusive. Both Parties retain the right, at their sole discretion and without prior or subsequent notification to one another, to enter into EV Charging Station arrangements with third parties not related to this Agreement.

10.5 Governmental Immunity. The Authority is a quasi-state agency and a governmental entity and expressly retains all defenses to, immunities from, and limitations of liability. Nothing in this Agreement is intended, nor shall be construed, to constitute a waiver of any defense, immunity, or limitation of liability that may be available to the Authority as a governmental entity or otherwise, or to any of its officers, agents or employees. In no event shall the Authority be liable or responsible to Local Partner for any indirect, incidental, consequential, or exemplary damages of any kind.

10.6 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

10.7 Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any Party.

10.8 Severability. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court or any other governmental body, this Agreement shall be construed as not containing such provision and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

10.9 Survival. Any provisions of this Agreement that impose continuing obligations upon a Party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination for so long as so intended. For the avoidance of doubt, the Local Partner's obligations to maintain records and the EV chargers shall survive termination of this Agreement and will continue in force and effect for so long as required to comply with requirements of the U.S. Department of Transportation/Federal Highway Administration related to the Project.

10.10 Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

10.11 Interpretation. Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn. A reference to the Authority includes the Authority's officers, commissioners, employees, attorneys, agents and assigns; a reference to the Local Partner includes its officers, members, employees, attorneys, agents and assigns.

10.12 Entire Agreement. This Agreement constitutes the entire Agreement of the Authority and Local Partner with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and

commitments between the Local and the Authority with respect to the subject matter hereof.

10.13 Notices. All notices hereunder will be in writing and will be sent by overnight courier, email, or certified mail. Notices to the Parties will be delivered to their respective address set forth below.

10.14 Execution. Each party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[***]

In witness hereof, the Parties hereto have executed the Agreement as of the Effective Date set forth above:

ILLINOIS FINANCE AUTHORITY:

Signature: 
Date: 01/05/2026
Name: Chris Meister
Title: Executive Director
Address: 160 N. LaSalle Street
Suite S-1000
City, State, ZIP: Chicago, IL 60601
Email: cmeister@il-fa.com

ILLINOIS WESLEYAN UNIVERSITY:

Signature: 
Date: 12/30/2025
Name: Craig Maynard
Title: VP for Finance
Address: 1312 Park St, Box 2900
City, State, ZIP: Bloomington, IL 61702
Email: cmaynard@iwu.edu

Exhibits:

- **Exhibit A:** Contract Between CCGI Holdings, LLC and the Illinois Finance Authority
- **Exhibit B:** Details of Installation
- **Exhibit C:** Site Host Agreement Template

INTERGOVERNMENTAL AGREEMENT:

**U.S. DEPARTMENT OF TRANSPORTATION/FEDERAL HIGHWAY
ADMINISTRATION CHARGING AND FUELING INFRASTRUCTURE PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into by and between the Illinois Finance Authority, a body politic and corporate created under the laws of the State of Illinois, (the “Authority”) and the New Lenox Community Park District (the “Local Partner”). The Authority and the Local Partner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government to contract or otherwise associate with the State of Illinois to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not otherwise prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) authorizes public agencies, which include agencies of the State of Illinois government, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law;

WHEREAS, the Intergovernmental Cooperation Act authorizes public agencies to enter into intergovernmental agreements with other public agencies;

WHEREAS, the Authority has been created by the Illinois Finance Authority Act, 20 ILCS 3501/801-1, et seq. (the “Act”) and is a “public agency” for the purposes of 5 ILCS 220/2(1);

WHEREAS, the Authority and the Local Partner are public agencies for the purposes of the Intergovernmental Cooperation Act;

WHEREAS, the Authority was awarded nearly \$15 million dollars in federal grant funds to strategically deploy electric vehicle (EV) charging infrastructure in urban and rural communities in publicly accessible locations (the “Community Charging Program” or “Project”);

WHEREAS, as part of the Community Charging Program, the Authority is partnering with local government entities and non-profit organizations for such entities to act as site hosts and owners of the EV charging infrastructure, consistent with the applicable grant terms and conditions and as further outlined herein;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

II. AUTHORITY

Each Party represents and warrants that it has the full and lawful authority to enter into this Agreement and to fully and promptly comply with all provisions, terms and conditions, as written.

III. PURPOSE AND SCOPE

The purpose of this Agreement is to identify the roles and responsibilities of each Party regarding the installation and operation of EV charging infrastructure listed in Exhibit B.

IV. TERM

This Agreement shall become effective upon its full execution (“Effective Date”) and shall expire October 1, 2032, which term includes five (5) years of mandatory service and stewardship of the EV charging stations, unless terminated earlier pursuant to this Agreement.

V. RESPONSIBILITIES OF ILLINOIS FINANCE AUTHORITY

5.1 Master Contract. The Authority has entered into a Master Contract between the Illinois Finance Authority and CCGI Holding LLC (the “Vendor”) (the “Master Contract,” attached as Exhibit A). The Master Contract requires the Vendor to supply, install, and maintain the EV charging station(s) in conformance with the requirements of the Community Charging Program at the sites identified in Exhibit B (the “Vendor Services”). In exchange for entering into this Agreement and the Local Partner fulfilling its responsibilities under this Agreement, the Authority will pay the Vendor the payments required under the Master Contract to perform the Vendor Services.

5.2 Oversight of Vendor. The Authority shall take reasonable steps to monitor the activities of the Vendor to ensure compliance with all requirements and performance expectations of the Master Contract and the fulfillment of the Vendor Services. The Authority will take reasonable steps to monitor project milestones and deliverables related to the Vendor Services required under the Master Contract.

VI. RESPONSIBILITIES OF LOCAL PARTNER

6.1 General Obligations. Local Partner shall be responsible to ensure that its requirements and responsibilities under the Agreement achieve the requirements set forth under the Community Charging Program. To achieve the requirements of the Project, Local Partner agrees to take all reasonable steps to:

- a. enter into a Site Host Agreement with the Vendor in substantially similar form to the Site Host Agreement attached and incorporated herein as Exhibit C;
- b. prepare and submit all required documentation under the National Environmental Policy Act (“NEPA”) in a timely manner so that the Illinois Department of Transportation (“IDOT”), as the Environmental Review Entity, may complete its review and provide approval of the proposed site locations;
- c. provide an easement, if necessary for the placement, maintenance, and public use of the chargers at the locations described in Exhibit B for the full term of this Agreement;
- d. provide any necessary temporary construction easement for the Vendor and its contractors for preparation of the Project Site(s) and for installation of all necessary equipment;
- e. provide any necessary ongoing utility easement for installation, usage, and maintenance of power lines, conduits, and equipment;
- f. grant the Authority access to the Project Site(s) for the purpose of conducting oversight and ensuring compliance with all requirements and performance expectations of the Agreement;
- g. allow reasonable ongoing access to the Project Site(s) and equipment in order for Vendor to collect, use, and distribute data;
- h. take reasonable steps to ensure the equipment installed for the EV charging station cannot be opened, accessed, modified, or repaired by anyone other than the Vendor or its licensed contractors;
- i. take reasonable steps to prevent damage and vandalism of any type to the EV charging station and its equipment;
- j. will not uninstall the EV charging station for the duration of this Agreement;
- k. ensure the Project Site(s) are maintained in a clean, safe, and orderly condition to at least the same standard as to which other areas proximate to the Project Site(s) that are under the Local Partner’s control are maintained;
- l. procure and maintain commercial general liability insurance with coverage for the activities and risks associated with the EV charging station(s) and with coverage limits sufficient to protect itself and the Authority, as additional insured, from claims arising from the Project, as detailed below:
 - i. Commercial General Liability covering property damage, premises operations, fire damage, products and completed operations, blanket

contractual liability, bodily injury, personal injury, and advertising liability with minimum limits as follows:

1. \$1,000,000 each occurrence;
 2. \$2,000,000 general aggregate;
 3. \$1,000,000 products and completed operations aggregate.
- ii. Property and Casualty covering full replacement value in the event of loss or damage to the EV chargers and other charging equipment and appurtenances;
 - iii. Workers' Compensation as required by state law and employers' liability insurance covering all Local Partner employees and its contractors acting within the course and scope of their employment in connection with the Project.

6.2 Covenants. The Local Partner covenants that it will not, without prior written approval from the Authority:

- a. transfer, assign, encumber, or otherwise pledge equipment for the EV charging station;
- b. move, modify, reverse engineer, or disassemble the whole or any part of the EV charging station in any manner; or
- c. uninstall the EV charging station.

6.3 Site Selection & Estimated Budget. The EV charging station shall be installed at the site(s) listed in Exhibit B within Local Partner's jurisdiction. These site(s), together with the corresponding budget and key details, such as the number of charging ports per site and location type, are hereby approved by the Authority for inclusion in this Agreement and Project, as set forth in Exhibit B. No changes may be made to any of the sites referenced in Exhibit B without an Amendment to this Agreement approved by the Parties. All figures are current estimates and subject to revision; provided, however, that any such revision to the corresponding budget and key details shall be approved in advance by the Authority. Notwithstanding any approved changes in total project costs during implementation, Local Partner remains responsible for providing not less than twenty percent (20%) of all Eligible Project Costs as defined below (and as set forth more fully in 6.5):

- a. For services not provided by the Vendor, costs to acquire and install on-site electric service equipment (e.g., service connection, power meter / submeter, transformer, breaker panel upgrade, and customer feeder installation) will be considered on a case-by-case basis subject to approval by the Authority.

- b. Costs of minor grid updates (work necessary to connect a charging station to the electric grid distribution network like extending power lines or upgrading existing power lines);
- c. Costs to procure and install, upgrade, and/or replace existing EV charging equipment to meet National Electric Vehicle Infrastructure (“NEVI”) minimum standards and requirements;
- d. Costs to procure and install Electric Vehicle Supply Equipment (“EVSE”)-related hardware and software;
- e. Fixed operating and maintenance costs (up to five years after the charging station is commissioned) including:
 - i. Charging equipment lease fees (if site applicant chooses lease option for charging equipment rather than purchase option). The lease costs are only eligible if paid in advance through a contract;
 - ii. Cellular network fees, internet service fees, or similar fees; and
 - iii. Charger network fee; and
- f. Costs of engineering, design and permitting

6.4 Oversight of Construction.

- a. Local Partner agrees that it shall grant access to the Authority and its contractors/subcontractors consistent with this Agreement and any requirements of the Site Host Agreement or Project.
- b. Local Partner shall furnish or arrange for qualified personnel, facilities, equipment, materials, and services as necessary for the performance of the Project, provide competent and adequate supervision of the site, and support the Vendor in carrying out its responsibilities, including assisting with site supervision and coordination as needed.

6.5 Cost Sharing. As required by IDOT, this agreement is governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR 225, “Cost Principles for State, local, or Indian tribal governments,” and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, “Cost Principles for State, local, or Indian tribal governments.” Cost sharing under this agreement must also comply with applicable cost sharing requirements set forth at 2 C.F.R. 200.306.

- a. Payment. Local Partner agrees to pay the Authority the greater of 20% of the total cost of the Project to the Authority or the value of any rebates or tax incentives (outlined below) received for the Project (the “Requirement Payment”). The Requirement Payment must be paid within one year of installation of the EV charging stations, or 60 days after receiving any rebates

or tax incentives, whichever occurs first. To the extent the Local Partner has received grant funds to support its Requirement Payment, the Local Partner shall pay the portion of the Requirement Payment supported by such grant within 60 days of installation of the EV charging stations. For the avoidance of doubt, the Requirement Payment may exceed 20% of the total cost of the Project if the Local Partner receives rebates or tax incentives, outlined below, that exceed 20% of the total cost of the Project. Total cost of the Project will be confirmed between the Vendor and the Authority following the installation of the EV charging stations. Questions regarding invoicing and the Required Payment should be made through the contacts below:

New Lenox Community Park District Contact	Illinois Finance Authority Contact
Name: GREG S. LEWIS	Name: Ximena Granda
Title: EXECUTIVE DIRECTOR	Title: Senior Vice President of Finance & Administration
Address: 701 W. HAVEN AVE NEW LENOX, IL. 60451	Address: 160 N. LaSalle Street, Suite S-1000 Chicago, IL 60601
Phone: 815-485-3584	Phone: 312-651-1362
Email: glewis@newlenoxparks.org	Email: accountspayable@il-fa.com

- i. Within 30 days following the installation of the EV charging stations, Local Partner shall apply for all relevant rebates or tax incentives from any federal or local utility programs including, but not limited to, the Ameren Illinois Beneficial Electrification Plan (“Ameren BE Plan”), the ComEd Beneficial Electrification Plan (“ComEd BE Plan”) or the Federal Tax Incentives for Alternative Fueling Infrastructure (Section 30C). This deadline may be extended at the discretion of the Authority for good cause demonstrated by the Local Partner.
- ii. Within 60 days after receiving any relevant rebate or tax incentive, Local Partner shall pay to the Authority all monies received as a result of the rebates or tax incentives which shall be applied by the Authority to the amounts owed for the Required Payment. Local Partner may not withhold any monies or funds received from any

relevant rebate or tax incentive related to the Project or profit off of aforementioned rebates or tax incentives related to the Project.

- iii. For the avoidance of doubt, if the applicable incentives amount to less than 20% of the total Project costs, Local Partner agrees to pay the remaining amount owed for the Required Payment to ensure that 20% of the Project is funded by the Local Partner.
- b. State Revenue Intercept. If Local Partner fails to pay the Authority the Required Payment, the Local Partner agrees the unpaid amount constitutes a debt owed to the Authority, and the Authority reserves the right to take any appropriate action to recover the amount owed, including but not limited to recovery via intercept of future payments to Local Partner via the Illinois Comptroller's Illinois Debt Recovery Offset Portal.
- c. Consideration. In consideration for the promises and requirements of the Local Partner outlined in this Agreement, Local Partner will receive the benefit of the federally supported Authority payments to the Vendor for the EV charger station(s) and related infrastructure at the site. Local Partner shall also receive future charging revenue earned from the EV charger station(s) as a result of the Project.

6.6 Operation of Charging Station.

- a. Local Partner shall keep the Authority apprised of all material developments in connection with the Project as necessary in the performance of the Project. The Authority reserves the right to monitor Local Partner's performance of this Agreement in order to verify compliance.
- b. Local Partner shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to personnel performing services on the Project and other persons who may be affected thereby;
 - i. the materials and equipment to be incorporated into the Project, whether in storage on or off the site or under the care, custody, or control of the Local Partner or its contractors; and
 - ii. persons and property at the Host Site(s) or adjacent thereto in connection with the installation or operation of any EV Chargers or associated equipment during the term.
- c. The EV charging station(s) must be available at least as frequently as the business operating hours of the site host.

6.7 Changed Conditions Affecting Performance. Local Partner shall immediately notify the Authority of any change in conditions or local law, or of any other event which may significantly affect its ability to support or perform the Project in accordance with the provisions of this Agreement. Local Partner is responsible for notifying, in a timely manner, the Vendor and the Authority of any issues with the site or the EV charging stations once installed and entering into a site host agreement with the vendor.

6.8 Maintenance of Equipment. As part of its contract (Exhibit A), the Vendor will be solely responsible for providing operations and maintenance (O&M) services to ensure the EV chargers remain in good working order. The Vendor shall maintain the chargers in compliance with 23 C.F.R. 680 for a period of not less than five (5) years from the initial date of operation, consistent with the Site Host Agreement entered into between the Vendor and Local Partner.

Local Partner is responsible for promptly reporting any charger issues or outages to the Vendor and for cooperating with the Vendor to help ensure that all program requirements, including uptime and reporting obligations, are met. These obligations include:

- a. Minimum uptime. States or other direct recipients must ensure that each charging port has an average annual uptime of greater than 97%.
- b. A charging port is considered “up” when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level (see § 680.106(d)).

6.9 Pricing for Station Use. Unless charging is permanently provided free of charge to customers, the price for charging must be displayed prior to initiating a charging transaction and be based on the price for electricity to charge in \$/kWh.

- a. The Local Partner will set the charging rates, provided that such rates are reasonable as required under 23 C.F.R. Part 680. The Local Partner will receive all revenue from the use of the EV chargers, less any applicable expenses incurred in maintaining and operating the EV chargers including, but not limited to, credit card processing fees paid to the Vendor, energy utility costs of operating the chargers and the charging of electric vehicles, and any applicable taxes.
- b. The price for charging displayed and communicated via the charging network must be the real-time price (i.e., price at that moment in time).
- c. The price at the start of the session cannot change during the session.

- d. Price structure including any other fees in addition to the price for electricity to charge must be clearly displayed and explained.

6.10 Debarment. Local Partner shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Local Partner certifies that to the best of its knowledge and belief, the Local Partner and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or 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, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (2) above; and
- d. have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

VII. MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

7.1 Records Retention. The Local Partner shall maintain for five (5) years from the Expiration Date adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to the Project. If any litigation, claim, or audit related to the Project 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. The Local Partner shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Authority representatives.

7.2 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Article VII shall establish a presumption in favor of the Authority for the recovery of any funds paid by the Authority under this Agreement for which adequate books, records and supporting documentation are not available to support the payment.

7.3 Monitoring and Access to Information. The Local Partner must monitor its activities to assure compliance with applicable requirements and to assure its performance expectations are being achieved. The Local Partner shall timely submit all reports, and shall supply, upon the Authority's request, documents and information relevant to the Agreement. The Authority may make site visits as warranted by the Project.

VIII. TERMINATION

8.1 Termination for Convenience. This Agreement may be terminated by The Authority for any or no reason by giving written notice to the Local Partner at least thirty (30) days in advance of the effective date of such termination.

8.2 Third-Party Disputes or Breaches. The Local Partner agrees to pursue all legal rights available to it in the enforcement or defense of any third-party contract, and FHWA or U.S. DOT and the Grantor reserve the right to concur in any compromise or settlement of any third-party contract claim involving Local Partner and the Vendor or any other third-party involved in the Project.

- a. Local Partner will notify FHWA or U.S. DOT and the Authority of any current or prospective major dispute pertaining to a third-party contract.
- b. If the Local Partner seeks to name the Authority as a party to the litigation, Local Partner agrees to inform both FHWA or U.S. DOT and the Grantor before doing so.
- c. The Authority retains a right to a proportionate share of any proceeds derived from any third-party recovery.
- d. Nothing herein is intended to, nor shall it waive U.S. DOT's, FHWA's or the Authority's immunity to suit.

IX. INDEMNIFICATION

The Local Partner agrees to indemnify and hold harmless the Authority, its officers, members, directors, employees, and agents (each an "Indemnified Party") from and against any and all claims, damages, losses, liabilities, reasonable costs, or expenses whatsoever which an Indemnified Party may incur (or which may be claimed against an Indemnified Party by any Person) by reason of or in connection with the execution and delivery of and consummation of the transactions contemplated under this Agreement and the Project; provided, however, that the Local Partner shall not be required to indemnify any Indemnified Party for any claims, damages, losses, liabilities, costs, or expenses (a) to the

extent, but only to the extent, caused by willful misconduct or gross negligence of such Indemnified Party, (b) resulting from a material breach of any obligations under this Agreement, or (c) resulting from any dispute solely among Indemnified Parties other than any claims arising out of any action or omission of the Local Partner. The Local Partner shall not have any obligation to indemnify any Indemnified Party for claims, damages, losses, liabilities, costs, or expenses unless such Indemnified Party provides the Local Partner with an undertaking in which such Indemnified Party agrees to refund and return any and all amounts paid by or on behalf of the Local Partner to such Indemnified Party to the extent that the Indemnified Party was not entitled to be reimbursed for such amounts due to the application of clauses (a) through (c) above. Nothing in this Section is intended to limit the obligations of the Local Partner hereunder.

X. MISCELLANEOUS TERMS

10.1 Noncompliance. If Local Partner does not comply with federal law and regulations relating to the Project which has the impact of a loss of federal funding relating to the Project, Local Partner is to be responsible for 100% of any amount disallowed by the U.S. Department of Transportation or IDOT, in connection with the Project, as applicable.

10.2 Governing Law and Venue. This Agreement and the rights and duties of the Parties hereto shall be governed by, and construed in accordance with, the internal laws of the state of Illinois without regard to principles of conflicts of laws. Venue shall either be in the Circuit Court of Cook County, or the United States District Court, Northern District of Illinois, Eastern Division; provided, however, that any claim against the Authority must be brought in the Illinois Court of Claims.

10.3 Force Majeure. Neither the Authority nor the Local Partner shall be liable for failing to fulfill any obligation under this Agreement to the extent such failure is caused by an event beyond such Party's reasonable control and which event is not caused by such Party's fault or negligence. Such events shall include acts of God, acts of war or terrorism, fires, lightning, floods, epidemics, or riots.

10.4 Non-exclusivity. This Agreement is non-exclusive. Both Parties retain the right, at their sole discretion and without prior or subsequent notification to one another, to enter into EV Charging Station arrangements with third parties not related to this Agreement.

10.5 Governmental Immunity. The Authority is a quasi-state agency and a governmental entity and expressly retains all defenses to, immunities from, and limitations of liability. Nothing in this Agreement is intended, nor shall be construed, to constitute a waiver of any

defense, immunity, or limitation of liability that may be available to the Authority as a governmental entity or otherwise, or to any of its officers, agents or employees. In no event shall the Authority be liable or responsible to Local Partner for any indirect, incidental, consequential, or exemplary damages of any kind.

10.6 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

10.7 Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any Party.

10.8 Severability. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court or any other governmental body, this Agreement shall be construed as not containing such provision and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

10.9 Survival. Any provisions of this Agreement that impose continuing obligations upon a Party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination for so long as so intended. For the avoidance of doubt, the Local Partner's obligations to maintain records and the EV chargers shall survive termination of this Agreement and will continue in force and effect for so long as required to comply with requirements of the U.S. Department of Transportation/Federal Highway Administration related to the Project.

10.10 Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

10.11 Interpretation. Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn. A reference to the Authority includes the Authority's officers, commissioners, employees, attorneys, agents and assigns; a reference to the Local Partner includes its officers, members, employees, attorneys, agents and assigns.

10.12 Entire Agreement. This Agreement constitutes the entire Agreement of the Authority and Local Partner with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Local and the Authority with respect to the subject matter hereof.

10.13 Notices. All notices hereunder will be in writing and will be sent by overnight courier, email, or certified mail. Notices to the Parties will be delivered to their respective address set forth below.

10.14 Execution. Each party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

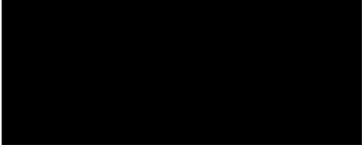
[***]

In witness hereof, the Parties hereto have executed the Agreement as of the Effective Date set forth above:

ILLINOIS FINANCE AUTHORITY:

Signature: 
Date: 11/21/2025
Name: Chris Meister
Title: Executive Director
Address: 160 N. LaSalle Street
Ste. S-1000
City, State, ZIP: Chicago, IL 60601
Email: cmeister@il-fa.com

NEW LENOX COMMUNITY PARK DISTRICT:

Signature: 
Date: Nov. 19, 2025
Name: GREG S. LEWIS
Title: EXECUTIVE DIRECTOR
Address: 701 W. HAVEN
City, State, ZIP: NEW LENOX, IL. 60451
Email: glewis@newlenoxparks.org

Exhibits:

- **Exhibit A:** Contract Between CCGI Holdings, LLC and the Illinois Finance Authority
- **Exhibit B:** Details of Installation
- **Exhibit C:** Site Host Agreement Template

INTERGOVERNMENTAL AGREEMENT:

**U.S. DEPARTMENT OF TRANSPORTATION/FEDERAL HIGHWAY
ADMINISTRATION CHARGING AND FUELING INFRASTRUCTURE PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into by and between the Illinois Finance Authority, a body politic and corporate created under the laws of the State of Illinois, (the “Authority”) and the Plainfield Park District (the “Local Partner”). The Authority and the Local Partner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government to contract or otherwise associate with the State of Illinois to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not otherwise prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) authorizes public agencies, which include agencies of the State of Illinois government, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law;

WHEREAS, the Intergovernmental Cooperation Act authorizes public agencies to enter into intergovernmental agreements with other public agencies;

WHEREAS, the Authority has been created by the Illinois Finance Authority Act, 20 ILCS 3501/801-1, et seq. (the “Act”) and is a “public agency” for the purposes of 5 ILCS 220/2(1);

WHEREAS, the Authority and the Local Partner are public agencies for the purposes of the Intergovernmental Cooperation Act;

WHEREAS, the Authority was awarded nearly \$15 million dollars in federal grant funds to strategically deploy electric vehicle (EV) charging infrastructure in urban and rural communities in publicly accessible locations (the “Community Charging Program” or “Project”);

WHEREAS, as part of the Community Charging Program, the Authority is partnering with local government entities and non-profit organizations for such entities to act as site hosts and owners of the EV charging infrastructure, consistent with the applicable grant terms and conditions and as further outlined herein;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

II. AUTHORITY

Each Party represents and warrants that it has the full and lawful authority to enter into this Agreement and to fully and promptly comply with all provisions, terms and conditions, as written.

III. PURPOSE AND SCOPE

The purpose of this Agreement is to identify the roles and responsibilities of each Party regarding the installation and operation of EV charging infrastructure listed in Exhibit B.

IV. TERM

This Agreement shall become effective upon its full execution (“Effective Date”) and shall expire October 1, 2032, which term includes five (5) years of mandatory service and stewardship of the EV charging stations, unless terminated earlier pursuant to this Agreement.

V. RESPONSIBILITIES OF ILLINOIS FINANCE AUTHORITY

5.1 Master Contract. The Authority has entered into a Master Contract between the Illinois Finance Authority and CCGI Holding LLC (the “Vendor”) (the “Master Contract,” attached as **Exhibit A**). The Master Contract requires the Vendor to supply, install, and maintain the EV charging station(s) in conformance with the requirements of the Community Charging Program at the sites identified in Exhibit B (the “Vendor Services”). In exchange for entering into this Agreement and the Local Partner fulfilling its responsibilities under this Agreement, the Authority will pay the Vendor the payments required under the Master Contract to perform the Vendor Services.

5.2 Oversight of Vendor. The Authority shall take reasonable steps to monitor the activities of the Vendor to ensure compliance with all requirements and performance expectations of the Master Contract and the fulfillment of the Vendor Services. The Authority will take reasonable steps to monitor project milestones and deliverables related to the Vendor Services required under the Master Contract.

VI. RESPONSIBILITIES OF LOCAL PARTNER

6.1 General Obligations. Local Partner shall be responsible to ensure that its requirements and responsibilities under the Agreement achieve the requirements set forth under the Community Charging Program. To achieve the requirements of the Project, Local Partner agrees to take all reasonable steps to:

- a. enter into a Site Host Agreement with the Vendor in substantially similar form to the Site Host Agreement attached and incorporated herein as Exhibit C;
- b. prepare and submit all required documentation under the National Environmental Policy Act (“NEPA”) in a timely manner so that the Illinois Department of Transportation (“IDOT”), as the Environmental Review Entity, may complete its review and provide approval of the proposed site locations;
- c. provide an easement, if necessary for the placement, maintenance, and public use of the chargers at the locations described in Exhibit B for the full term of this Agreement;
- d. provide any necessary temporary construction easement for the Vendor and its contractors for preparation of the Project Site(s) and for installation of all necessary equipment;
- e. provide any necessary ongoing utility easement for installation, usage, and maintenance of power lines, conduits, and equipment;
- f. grant the Authority access to the Project Site(s) for the purpose of conducting oversight and ensuring compliance with all requirements and performance expectations of the Agreement;
- g. allow reasonable ongoing access to the Project Site(s) and equipment in order for Vendor to collect, use, and distribute data;
- h. take reasonable steps to ensure the equipment installed for the EV charging station cannot be opened, accessed, modified, or repaired by anyone other than the Vendor or its licensed contractors;
- i. take reasonable steps to prevent damage and vandalism of any type to the EV charging station and its equipment;
- j. will not uninstall the EV charging station for the duration of this Agreement;
- k. ensure the Project Site(s) are maintained in a clean, safe, and orderly condition to at least the same standard as to which other areas proximate to the Project Site(s) that are under the Local Partner’s control are maintained;
- l. procure and maintain commercial general liability insurance with coverage for the activities and risks associated with the EV charging station(s) and with coverage limits sufficient to protect itself and the Authority, as additional insured, from claims arising from the Project, as detailed below:
 - i. Commercial General Liability covering property damage, premises operations, fire damage, products and completed operations, blanket

contractual liability, bodily injury, personal injury, and advertising liability with minimum limits as follows:

1. \$1,000,000 each occurrence;
 2. \$2,000,000 general aggregate;
 3. \$1,000,000 products and completed operations aggregate.
- ii. Property and Casualty covering full replacement value in the event of loss or damage to the EV chargers and other charging equipment and appurtenances;
 - iii. Workers' Compensation as required by state law and employers' liability insurance covering all Local Partner employees and its contractors acting within the course and scope of their employment in connection with the Project.

6.2 Covenants. The Local Partner covenants that it will not, without prior written approval from the Authority:

- a. transfer, assign, encumber, or otherwise pledge equipment for the EV charging station;
- b. move, modify, reverse engineer, or disassemble the whole or any part of the EV charging station in any manner; or
- c. uninstall the EV charging station.

6.3 Site Selection & Estimated Budget. The EV charging station shall be installed at the site(s) listed in Exhibit B within Local Partner's jurisdiction. These site(s), together with the corresponding budget and key details, such as the number of charging ports per site and location type, are hereby approved by the Authority for inclusion in this Agreement and Project, as set forth in Exhibit B. No changes may be made to any of the sites referenced in Exhibit B without an Amendment to this Agreement approved by the Parties. All figures are current estimates and subject to revision; provided, however, that any such revision to the corresponding budget and key details shall be approved in advance by the Authority. Notwithstanding any approved changes in total project costs during implementation, Local Partner remains responsible for providing not less than twenty percent (20%) of all Eligible Project Costs as defined below (and as set forth more fully in 6.5):

- a. For services not provided by the Vendor, costs to acquire and install on-site electric service equipment (e.g., service connection, power meter / submeter, transformer, breaker panel upgrade, and customer feeder installation) will be considered on a case-by-case basis subject to approval by the Authority.

- b. Costs of minor grid updates (work necessary to connect a charging station to the electric grid distribution network like extending power lines or upgrading existing power lines);
- c. Costs to procure and install, upgrade, and/or replace existing EV charging equipment to meet National Electric Vehicle Infrastructure (“NEVI”) minimum standards and requirements;
- d. Costs to procure and install Electric Vehicle Supply Equipment (“EVSE”)-related hardware and software;
- e. Fixed operating and maintenance costs (up to five years after the charging station is commissioned) including:
 - i. Charging equipment lease fees (if site applicant chooses lease option for charging equipment rather than purchase option). The lease costs are only eligible if paid in advance through a contract;
 - ii. Cellular network fees, internet service fees, or similar fees; and
 - iii. Charger network fee; and
- f. Costs of engineering, design and permitting

6.4 Oversight of Construction.

- a. Local Partner agrees that it shall grant access to the Authority and its contractors/subcontractors consistent with this Agreement and any requirements of the Site Host Agreement or Project.
- b. Local Partner shall furnish or arrange for qualified personnel, facilities, equipment, materials, and services as necessary to monitor the performance of the Project Vendor, provide competent and adequate supervision of the site, and support the Vendor in carrying out its responsibilities, including assisting with site supervision and coordination as needed. Nothing contained in this Agreement shall be construed to obligate Local Partner to install, construct, operate or maintain any of the charging equipment.

6.5 Cost Sharing. As required by IDOT, this agreement is governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR 225, “Cost Principles for State, local, or Indian tribal governments,” and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, “Cost Principles for State, local, or Indian tribal governments.” Cost sharing under this agreement must also comply with applicable cost sharing requirements set forth at 2 C.F.R. 200.306.

- a. Payment. Local Partner agrees to pay the Authority the greater of 20% of the total cost of the Project to the Authority or the value of any rebates or tax incentives (outlined below) received for the Project (the “Requirement

Payment”). The Requirement Payment must be paid within one year of installation of the EV charging stations, or 60 days after receiving any rebates or tax incentives, whichever occurs first. To the extent the Local Partner has received grant funds to support its Requirement Payment, the Local Partner shall pay the portion of the Requirement Payment supported by such grant within 60 days of installation of the EV charging stations. For the avoidance of doubt, the Requirement Payment may exceed 20% of the total cost of the Project if the Local Partner receives rebates or tax incentives, outlined below, that exceed 20% of the total cost of the Project. Total cost of the Project will be confirmed between the Vendor and the Authority following the installation of the EV charging stations. Questions regarding invoicing and the Required Payment should be made through the contacts below:

Plainfield Park District Contact	Illinois Finance Authority Contact
Name:	Name: Ximena Granda
Title:	Title: Senior Vice President of Finance & Administration
Address:	Address: 160 N. LaSalle Street, Suite S-1000 Chicago, IL 60601
Phone:	Phone: 312-651-1362
Email:	Email: accountspayable@il-fa.com

- i. Within 30 days following the installation of the EV charging stations, Local Partner shall apply for all relevant rebates or tax incentives from the Ameren Illinois Beneficial Electrification Plan (“Ameren BE Plan”), the ComEd Beneficial Electrification Plan (“ComEd BE Plan”) or the Federal Tax Incentives for Alternative Fueling Infrastructure (Section 30C). Local Partner may, in its discretion, apply for relevant rebates or tax incentives from any other federal or local utility program. This deadline may be extended at the discretion of the Authority for good cause demonstrated by the Local Partner.
- ii. Within 60 days after receiving any relevant rebate or tax incentive, Local Partner shall pay to the Authority all monies received as a result of the rebates or tax incentives which shall be applied by the

Authority to the amounts owed for the Required Payment. Local Partner may not withhold any monies or funds received from any relevant rebate or tax incentive related to the Project or profit off of aforementioned rebates or tax incentives related to the Project.

- iii. For the avoidance of doubt, if the applicable incentives amount to less than 20% of the total Project costs, Local Partner agrees to pay the remaining amount owed for the Required Payment to ensure that 20% of the Project is funded by the Local Partner.
- b. State Revenue Intercept. If Local Partner fails to pay the Authority the Required Payment, the Local Partner agrees the unpaid amount constitutes a debt owed to the Authority, and the Authority reserves the right to take any appropriate action to recover the amount owed, including but not limited to recovery via intercept of future payments to Local Partner via the Illinois Comptroller's Illinois Debt Recovery Offset Portal.
- c. Consideration. In consideration for the promises and requirements of the Local Partner outlined in this Agreement, Local Partner will receive the benefit of the federally supported Authority payments to the Vendor for the EV charger station(s) and related infrastructure at the site. Local Partner shall also receive future charging revenue earned from the EV charger station(s) as a result of the Project.

6.6 Operation of Charging Station.

- a. Local Partner shall keep the Authority apprised of all material developments in connection with the Project as necessary in the performance of the Project. The Authority reserves the right to monitor Local Partner's performance of this Agreement in order to verify compliance.
- b. Local Partner shall take reasonable precautions (i.e., consistent with its ordinances or policies governing control and safety of its property) for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
 - i. personnel performing services on the Project and other persons who may be affected thereby;
 - ii. the materials and equipment to be incorporated into the Project, whether in storage on or off the site except in the event said materials and equipment are under the care, custody, or control of the Vendor; and

- iii. persons and property at the Host Site(s) or adjacent thereto in connection with the installation or operation of any EV Chargers or associated equipment during the term.
- c. The EV charging station(s) must be available at least as frequently as the business operating hours of the site host.

6.7 Changed Conditions Affecting Performance. Local Partner shall promptly notify the Authority of any change in conditions or local law, or of any other event which may significantly affect its ability to support or perform the Project in accordance with the provisions of this Agreement. Local Partner is responsible for notifying, in a timely manner, the Vendor and the Authority of any issues with the site or the EV charging stations once installed and after entering into a site host agreement with the vendor.

6.8 Maintenance of Equipment. As part of its contract (Exhibit A), the Vendor will be solely responsible for providing operations and maintenance (O&M) services to ensure the EV chargers remain in good working order. The Vendor shall maintain the chargers in compliance with 23 C.F.R. 680 for a period of not less than five (5) years from the initial date of operation, consistent with the Site Host Agreement entered into between the Vendor and Local Partner.

Local Partner has agreed to promptly report any charger issues or outages to the Vendor and for cooperating with the Vendor to help ensure that all program requirements, including uptime and reporting obligations, are met. These obligations include:

- a. Minimum uptime. States or other direct recipients must ensure that each charging port has an average annual uptime of greater than 97%.
- b. A charging port is considered “up” when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level (see § 680.106(d)).

6.9 Pricing for Station Use. Unless charging is permanently provided free of charge to customers, the price for charging must be displayed prior to initiating a charging transaction and be based on the price for electricity to charge in \$/kWh.

- a. The Local Partner will set the charging rates, provided that such rates are reasonable as required under 23 C.F.R. Part 680. The Local Partner will receive all revenue from the use of the EV chargers, less any applicable expenses incurred in maintaining and operating the EV chargers including, but not limited to, credit card processing fees paid to the Vendor, energy utility costs

- of operating the chargers and the charging of electric vehicles, and any applicable taxes.
- b. The price for charging displayed and communicated via the charging network must be the real-time price (i.e., price at that moment in time).
 - c. The price at the start of the session cannot change during the session.
 - d. Price structure including any other fees in addition to the price for electricity to charge must be clearly displayed and explained.

6.10 Debarment. Local Partner shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Local Partner certifies that to the best of its knowledge and belief, the Local Partner and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or 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, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (2) above; and
- d. have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

VII. MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

7.1 Records Retention. The Local Partner shall maintain for five (5) years from the Expiration Date adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to the Project. If any litigation, claim, or audit related to the Project 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. The Local Partner shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Authority representatives.

7.2 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Article VII shall establish a presumption in favor of the Authority for the recovery of any funds paid by the Authority under this Agreement for which adequate books, records and supporting documentation are not available to support the payment.

7.3 Monitoring and Access to Information. The Local Partner must monitor its activities to assure compliance with applicable requirements and to assure its performance expectations are being achieved. The Local Partner shall timely submit all reports, and shall supply, upon the Authority's request, documents and information relevant to the Agreement. The Authority may make site visits as warranted by the Project.

VIII. TERMINATION

8.1 Termination for Convenience. This Agreement may be terminated by the Authority for any or no reason by giving written notice to the Local Partner at least thirty (30) days in advance of the effective date of such termination. In the event the Authority terminates for any reason other than the Local Partner's default of the terms of this Agreement, the Authority shall fund 80% of all Eligible Project Costs incurred as of the effective date of the termination.

8.2 Third-Party Disputes or Breaches. The Local Partner agrees to pursue all legal rights available to it in the enforcement or defense of any third-party contract, and FHWA or U.S. DOT and the Grantor reserve the right to concur in any compromise or settlement of any third-party contract claim involving Local Partner and the Vendor or any other third-party involved in the Project.

- a. Local Partner will notify FHWA or U.S. DOT and the Authority of any current or prospective major dispute pertaining to a third-party contract.
- b. If the Local Partner seeks to name the Authority as a party to the litigation, Local Partner agrees to inform both FHWA or U.S. DOT and the Grantor before doing so.
- c. The Authority retains a right to a proportionate share of any proceeds derived from any third-party recovery.
- d. Nothing herein is intended to, nor shall it waive U.S. DOT's, FHWA's or the Authority's immunity to suit.

IX. INDEMNIFICATION

Without waiving any immunities or defenses available to the Local Partner under Illinois or federal law, the Local Partner agrees to indemnify and hold harmless the Authority, its officers, members, directors, employees, and agents (each an "Indemnified Party") from and against any and all claims, damages, losses, liabilities, reasonable costs, or expenses whatsoever which an Indemnified Party may incur (or which may be claimed against an Indemnified Party by any Person) by reason of or in connection with the execution and delivery of and consummation of the transactions contemplated under this Agreement and the Project; provided, however, that the Local Partner shall not be required to indemnify any Indemnified Party for any claims, damages, losses, liabilities, costs, or expenses (a) to the extent, but only to the extent, caused by willful misconduct or gross negligence of such Indemnified Party, (b) resulting from a material breach of any obligations under this Agreement, or (c) resulting from any dispute solely among Indemnified Parties other than any claims arising out of any action or omission of the Local Partner. The Local Partner shall not have any obligation to indemnify any Indemnified Party for claims, damages, losses, liabilities, costs, or expenses unless such Indemnified Party provides the Local Partner with an undertaking in which such Indemnified Party agrees to refund and return any and all amounts paid by or on behalf of the Local Partner to such Indemnified Party to the extent that the Indemnified Party was not entitled to be reimbursed for such amounts due to the application of clauses (a) through (c) above. Nothing in this Section is intended to limit the obligations of the Local Partner hereunder.

X. MISCELLANEOUS TERMS

10.1 Noncompliance. If Local Partner does not comply with federal law and regulations relating to the Project which has the impact of a loss of federal funding relating to the Project, Local Partner is to be responsible for 100% of any amount disallowed by the U.S. Department of Transportation or IDOT, in connection with the Project, as applicable.

10.2 Governing Law and Venue. This Agreement and the rights and duties of the Parties hereto shall be governed by, and construed in accordance with, the internal laws of the state of Illinois without regard to principles of conflicts of laws. Venue shall either be in the Circuit Court of Cook County, or the United States District Court, Northern District of Illinois, Eastern Division; provided, however, that any claim against the Authority must be brought in the Illinois Court of Claims.

10.3 Force Majeure. Neither the Authority nor the Local Partner shall be liable for failing to fulfill any obligation under this Agreement to the extent such failure is caused by an event beyond such Party's reasonable control and which event is not caused by such Party's

fault or negligence. Such events shall include acts of God, acts of war or terrorism, fires, lightning, floods, epidemics, or riots.

10.4 Non-exclusivity. This Agreement is non-exclusive. Both Parties retain the right, at their sole discretion and without prior or subsequent notification to one another, to enter into EV Charging Station arrangements with third parties not related to this Agreement.

10.5 Governmental Immunity. The Authority is a state agency and a governmental entity and expressly retains all defenses to, immunities from, and limitations of liability. Nothing in this Agreement is intended, nor shall be construed, to constitute a waiver of any defense, immunity, or limitation of liability that may be available to the Authority as a governmental entity or otherwise, or to any of its officers, agents or employees. In no event shall either Party be liable or responsible to the other Party for any indirect, incidental, consequential, or exemplary damages of any kind. Nothing contained in the Agreement shall constitute a waiver by the Local Partner or any of its employees, volunteers, agents or others acting on its behalf of any right, privilege, immunity, or defense which it has or may have, under Illinois or federal statutory or common law, including but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS10/1-101 et seq (“Tort Immunity Act”).

10.6 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

10.7 Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any Party.

10.8 Severability. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court or any other governmental body, this Agreement shall be construed as not

containing such provision and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

10.9 Survival. Any provisions of this Agreement that impose continuing obligations upon a Party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination for so long as so intended. For the avoidance of doubt, the Local Partner's obligations to maintain records and the EV chargers shall survive termination of this Agreement and will continue in force and effect for so long as required to comply with requirements of the U.S. Department of Transportation/Federal Highway Administration related to the Project.

10.10 Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

10.11 Interpretation. Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn. A reference to the Authority includes the Authority's officers, commissioners, employees, attorneys, agents and assigns; a reference to the Local Partner includes its elected officials, officers, members, employees, attorneys, agents and assigns.

10.12 Entire Agreement. This Agreement constitutes the entire Agreement of the Authority and Local Partner with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Local and the Authority with respect to the subject matter hereof.

10.13 Notices. All notices hereunder will be in writing and will be sent by overnight courier, email, or certified mail. Notices to the Parties will be delivered to their respective address set forth below.

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an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[***]

In witness hereof, the Parties hereto have executed the Agreement as of the Effective Date set forth above:

ILLINOIS FINANCE AUTHORITY:

Signature: 
Date: 12/04/2025
Name: Chris Meister
Title: Executive Director
Address: 160 N. LaSalle Street
Suite S-1000
City, State, ZIP: Chicago, IL 60601
Email: cmeister@il-fa.com

PLAINFIELD PARK DISTRICT:

Signature: 
Date: November 12, 2025
Name: Bill Thoman
Title: Board President
Address: 23729 W. Ottawa St
City, State, ZIP: Plainfield, IL 60544
Email: thoman@ptd-parks.org

Exhibits:

- **Exhibit A:** Contract Between CCGI Holdings, LLC and the Illinois Finance Authority
- **Exhibit B:** Details of Installation
- **Exhibit C:** Site Host Agreement Template



INTERGOVERNMENTAL AGREEMENT:

**U.S. DEPARTMENT OF TRANSPORTATION/FEDERAL HIGHWAY
ADMINISTRATION CHARGING AND FUELING INFRASTRUCTURE PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into by and between the Illinois Finance Authority, a body politic and corporate created under the laws of the State of Illinois, (the “Authority”) and the Urbana Park District (the “Local Partner”). The Authority and the Local Partner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government to contract or otherwise associate with the State of Illinois to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not otherwise prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) authorizes public agencies, which include agencies of the State of Illinois government, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law;

WHEREAS, the Intergovernmental Cooperation Act authorizes public agencies to enter into intergovernmental agreements with other public agencies;

WHEREAS, the Authority has been created by the Illinois Finance Authority Act, 20 ILCS 3501/801-1, et seq. (the “Act”) and is a “public agency” for the purposes of 5 ILCS 220/2(1);

WHEREAS, the Authority and the Local Partner are public agencies for the purposes of the Intergovernmental Cooperation Act;

WHEREAS, the Authority was awarded nearly \$15 million dollars in federal grant funds to strategically deploy electric vehicle (EV) charging infrastructure in urban and rural communities in publicly accessible locations (the “Community Charging Program” or “Project”);

WHEREAS, as part of the Community Charging Program, the Authority is partnering with local government entities and non-profit organizations for such entities to act as site hosts and owners of the EV charging infrastructure, consistent with the applicable grant terms and conditions and as further outlined herein;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

II. AUTHORITY

Each Party represents and warrants that it has the full and lawful authority to enter into this Agreement and to fully and promptly comply with all provisions, terms and conditions, as written.

III. PURPOSE AND SCOPE

The purpose of this Agreement is to identify the roles and responsibilities of each Party regarding the installation and operation of EV charging infrastructure listed in Exhibit B.

IV. TERM

This Agreement shall become effective upon its full execution (“Effective Date”) and shall expire October 1, 2032, which term includes five (5) years of mandatory service and stewardship of the EV charging stations, unless terminated earlier pursuant to this Agreement.

V. RESPONSIBILITIES OF ILLINOIS FINANCE AUTHORITY

5.1 Master Contract. The Authority has entered into a Master Contract between the Illinois Finance Authority and CCGI Holding LLC (the “Vendor”) (the “Master Contract,” attached as Exhibit A). The Master Contract requires the Vendor to supply, install, and maintain the EV charging station(s) in conformance with the requirements of the Community Charging Program at the sites identified in Exhibit B (the “Vendor Services”). In exchange for entering into this Agreement and the Local Partner fulfilling its responsibilities under this Agreement, the Authority will pay the Vendor the payments required under the Master Contract to perform the Vendor Services.

5.2 Oversight of Vendor. The Authority shall take reasonable steps to monitor the activities of the Vendor to ensure compliance with all requirements and performance expectations of the Master Contract and the fulfillment of the Vendor Services. The Authority will take reasonable steps to monitor project milestones and deliverables related to the Vendor Services required under the Master Contract.

VI. RESPONSIBILITIES OF LOCAL PARTNER

6.1 General Obligations. Local Partner shall be responsible to ensure that its requirements and responsibilities under the Agreement achieve the requirements set forth under the Community Charging Program. To achieve the requirements of the Project, Local Partner agrees to take all reasonable steps to:

- a. enter into a Site Host Agreement with the Vendor in substantially similar form to the Site Host Agreement attached and incorporated herein as Exhibit C;
- b. prepare and submit all required documentation under the National Environmental Policy Act (“NEPA”) in a timely manner so that the Illinois Department of Transportation (“IDOT”), as the Environmental Review Entity, may complete its review and provide approval of the proposed site locations;
- c. provide an easement, if necessary for the placement, maintenance, and public use of the chargers at the locations described in Exhibit B for the full term of this Agreement;
- d. provide any necessary temporary construction easement for the Vendor and its contractors for preparation of the Project Site(s) and for installation of all necessary equipment;
- e. provide any necessary ongoing utility easement for installation, usage, and maintenance of power lines, conduits, and equipment;
- f. grant the Authority access to the Project Site(s) for the purpose of conducting oversight and ensuring compliance with all requirements and performance expectations of the Agreement;
- g. allow reasonable ongoing access to the Project Site(s) and equipment in order for Vendor to collect, use, and distribute data;
- h. take reasonable steps to ensure the equipment installed for the EV charging station cannot be opened, accessed, modified, or repaired by anyone other than the Vendor or its licensed contractors;
- i. take reasonable steps to prevent damage and vandalism of any type to the EV charging station and its equipment;
- j. will not uninstall the EV charging station for the duration of this Agreement;
- k. ensure the Project Site(s) are maintained in a clean, safe, and orderly condition to at least the same standard as to which other areas proximate to the Project Site(s) that are under the Local Partner’s control are maintained;
- l. procure and maintain commercial general liability insurance with coverage for the activities and risks associated with the EV charging station(s) and with coverage limits sufficient to protect itself and the Authority, as additional insured, from claims arising from the Project, as detailed below:
 - i. Commercial General Liability covering property damage, premises operations, fire damage, products and completed operations, blanket

contractual liability, bodily injury, personal injury, and advertising liability with minimum limits as follows:

1. \$1,000,000 each occurrence;
 2. \$2,000,000 general aggregate;
 3. \$1,000,000 products and completed operations aggregate.
- ii. Property and Casualty covering full replacement value in the event of loss or damage to the EV chargers and other charging equipment and appurtenances;
 - iii. Workers' Compensation as required by state law and employers' liability insurance covering all Local Partner employees and its contractors acting within the course and scope of their employment in connection with the Project.

6.2 Covenants. The Local Partner covenants that it will not, without prior written approval from the Authority:

- a. transfer, assign, encumber, or otherwise pledge equipment for the EV charging station;
- b. move, modify, reverse engineer, or disassemble the whole or any part of the EV charging station in any manner; or
- c. uninstall the EV charging station.

6.3 Site Selection & Estimated Budget. The EV charging station shall be installed at the site(s) listed in Exhibit B within Local Partner's jurisdiction. These site(s), together with the corresponding budget and key details, such as the number of charging ports per site and location type, are hereby approved by the Authority for inclusion in this Agreement and Project, as set forth in Exhibit B. No changes may be made to any of the sites referenced in Exhibit B without an Amendment to this Agreement approved by the Parties. All figures are current estimates and subject to revision; provided, however, that any such revision to the corresponding budget and key details shall be approved in advance by the Authority. Notwithstanding any approved changes in total project costs during implementation, Local Partner remains responsible for providing not less than twenty percent (20%) of all Eligible Project Costs as defined below (and as set forth more fully in 6.5):

- a. For services not provided by the Vendor, costs to acquire and install on-site electric service equipment (e.g., service connection, power meter / submeter, transformer, breaker panel upgrade, and customer feeder installation) will be considered on a case-by-case basis subject to approval by the Authority.

- b. Costs of minor grid updates (work necessary to connect a charging station to the electric grid distribution network like extending power lines or upgrading existing power lines);
- c. Costs to procure and install, upgrade, and/or replace existing EV charging equipment to meet National Electric Vehicle Infrastructure (“NEVI”) minimum standards and requirements;
- d. Costs to procure and install Electric Vehicle Supply Equipment (“EVSE”)-related hardware and software;
- e. Fixed operating and maintenance costs (up to five years after the charging station is commissioned) including:
 - i. Charging equipment lease fees (if site applicant chooses lease option for charging equipment rather than purchase option). The lease costs are only eligible if paid in advance through a contract;
 - ii. Cellular network fees, internet service fees, or similar fees; and
 - iii. Charger network fee; and
- f. Costs of engineering, design and permitting

6.4 Oversight of Construction.

- a. Local Partner agrees that it shall grant access to the Authority and its contractors/subcontractors consistent with this Agreement and any requirements of the Site Host Agreement or Project.
- b. Local Partner shall furnish or arrange for qualified personnel, facilities, equipment, materials, and services as necessary for the performance of the Project, provide competent and adequate supervision of the site, and support the Vendor in carrying out its responsibilities, including assisting with site supervision and coordination as needed.

6.5 Cost Sharing. As required by IDOT, this agreement is governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR 225, “Cost Principles for State, local, or Indian tribal governments,” and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, “Cost Principles for State, local, or Indian tribal governments.” Cost sharing under this agreement must also comply with applicable cost sharing requirements set forth at 2 C.F.R. 200.306.

- a. Payment. Local Partner agrees to pay the Authority the greater of 20% of the total cost of the Project to the Authority or the value of any rebates or tax incentives (outlined below) received for the Project (the “Requirement Payment”). The Requirement Payment must be paid within one year of installation of the EV charging stations, or 60 days after receiving any rebates

or tax incentives, whichever occurs first. To the extent the Local Partner has received grant funds to support its Requirement Payment, the Local Partner shall pay the portion of the Requirement Payment supported by such grant within 60 days of installation of the EV charging stations. For the avoidance of doubt, the Requirement Payment may exceed 20% of the total cost of the Project if the Local Partner receives rebates or tax incentives, outlined below, that exceed 20% of the total cost of the Project. Total cost of the Project will be confirmed between the Vendor and the Authority following the installation of the EV charging stations. Questions regarding invoicing and the Required Payment should be made through the contacts below:

Urbana Park District Contact	Illinois Finance Authority Contact
Name: Rachel Lenz	Name: Ximena Granda
Title: Executive Director	Title: Senior Vice President of Finance & Administration
Address: 303 W. University Ave. Urbana, IL 61801	Address: 160 N. LaSalle Street, Suite S-1000 Chicago, IL 60601
Phone: 217-367-1536	Phone: 312-651-1362
Email: rdlenz@urbanaparks.org	Email: accountspayable@il-fa.com

- i. Within 30 days following the installation of the EV charging stations, Local Partner shall apply for all relevant rebates or tax incentives from any federal or local utility programs including, but not limited to, the Ameren Illinois Beneficial Electrification Plan (“Ameren BE Plan”), the ComEd Beneficial Electrification Plan (“ComEd BE Plan”) or the Federal Tax Incentives for Alternative Fueling Infrastructure (Section 30C). This deadline may be extended at the discretion of the Authority for good cause demonstrated by the Local Partner.
- ii. Within 60 days after receiving any relevant rebate or tax incentive, Local Partner shall pay to the Authority all monies received as a result of the rebates or tax incentives which shall be applied by the Authority to the amounts owed for the Required Payment. Local Partner may not withhold any monies or funds received from any

relevant rebate or tax incentive related to the Project or profit off of aforementioned rebates or tax incentives related to the Project.

- iii. For the avoidance of doubt, if the applicable incentives amount to less than 20% of the total Project costs, Local Partner agrees to pay the remaining amount owed for the Required Payment to ensure that 20% of the Project is funded by the Local Partner.
- b. State Revenue Intercept. If Local Partner fails to pay the Authority the Required Payment, the Local Partner agrees the unpaid amount constitutes a debt owed to the Authority, and the Authority reserves the right to take any appropriate action to recover the amount owed, including but not limited to recovery via intercept of future payments to Local Partner via the Illinois Comptroller's Illinois Debt Recovery Offset Portal.
- c. Consideration. In consideration for the promises and requirements of the Local Partner outlined in this Agreement, Local Partner will receive the benefit of the federally supported Authority payments to the Vendor for the EV charger station(s) and related infrastructure at the site. Local Partner shall also receive future charging revenue earned from the EV charger station(s) as a result of the Project.

6.6 Operation of Charging Station.

- a. Local Partner shall keep the Authority apprised of all material developments in connection with the Project as necessary in the performance of the Project. The Authority reserves the right to monitor Local Partner's performance of this Agreement in order to verify compliance.
- b. Local Partner shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to personnel performing services on the Project and other persons who may be affected thereby;
 - i. the materials and equipment to be incorporated into the Project, whether in storage on or off the site or under the care, custody, or control of the Local Partner or its contractors; and
 - ii. persons and property at the Host Site(s) or adjacent thereto in connection with the installation or operation of any EV Chargers or associated equipment during the term.
- c. The EV charging station(s) must be available at least as frequently as the business operating hours of the site host.

6.7 Changed Conditions Affecting Performance. Local Partner shall immediately notify the Authority of any change in conditions or local law, or of any other event which may significantly affect its ability to support or perform the Project in accordance with the provisions of this Agreement. Local Partner is responsible for notifying, in a timely manner, the Vendor and the Authority of any issues with the site or the EV charging stations once installed and entering into a site host agreement with the vendor.

6.8 Maintenance of Equipment. As part of its contract (Exhibit A), the Vendor will be solely responsible for providing operations and maintenance (O&M) services to ensure the EV chargers remain in good working order. The Vendor shall maintain the chargers in compliance with 23 C.F.R. 680 for a period of not less than five (5) years from the initial date of operation, consistent with the Site Host Agreement entered into between the Vendor and Local Partner.

Local Partner is responsible for promptly reporting any charger issues or outages to the Vendor and for cooperating with the Vendor to help ensure that all program requirements, including uptime and reporting obligations, are met. These obligations include:

- a. Minimum uptime. States or other direct recipients must ensure that each charging port has an average annual uptime of greater than 97%.
- b. A charging port is considered “up” when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level (see § 680.106(d)).

6.9 Pricing for Station Use. Unless charging is permanently provided free of charge to customers, the price for charging must be displayed prior to initiating a charging transaction and be based on the price for electricity to charge in \$/kWh.

- a. The Local Partner will set the charging rates, provided that such rates are reasonable as required under 23 C.F.R. Part 680. The Local Partner will receive all revenue from the use of the EV chargers, less any applicable expenses incurred in maintaining and operating the EV chargers including, but not limited to, credit card processing fees paid to the Vendor, energy utility costs of operating the chargers and the charging of electric vehicles, and any applicable taxes.
- b. The price for charging displayed and communicated via the charging network must be the real-time price (i.e., price at that moment in time).
- c. The price at the start of the session cannot change during the session.

- d. Price structure including any other fees in addition to the price for electricity to charge must be clearly displayed and explained.

6.10 Debarment. Local Partner shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Local Partner certifies that to the best of its knowledge and belief, the Local Partner and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or 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, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (2) above; and
- d. have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

VII. MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

7.1 Records Retention. The Local Partner shall maintain for five (5) years from the Expiration Date adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to the Project. If any litigation, claim, or audit related to the Project 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. The Local Partner shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Authority representatives.

7.2 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Article VII shall establish a presumption in favor of the Authority for the recovery of any funds paid by the Authority under this Agreement for which adequate books, records and supporting documentation are not available to support the payment.

7.3 Monitoring and Access to Information. The Local Partner must monitor its activities to assure compliance with applicable requirements and to assure its performance expectations are being achieved. The Local Partner shall timely submit all reports, and shall supply, upon the Authority's request, documents and information relevant to the Agreement. The Authority may make site visits as warranted by the Project.

VIII. TERMINATION

8.1 Termination for Convenience. This Agreement may be terminated by The Authority for any or no reason by giving written notice to the Local Partner at least thirty (30) days in advance of the effective date of such termination.

8.2 Third-Party Disputes or Breaches. The Local Partner agrees to pursue all legal rights available to it in the enforcement or defense of any third-party contract, and FHWA or U.S. DOT and the Grantor reserve the right to concur in any compromise or settlement of any third-party contract claim involving Local Partner and the Vendor or any other third-party involved in the Project.

- a. Local Partner will notify FHWA or U.S. DOT and the Authority of any current or prospective major dispute pertaining to a third-party contract.
- b. If the Local Partner seeks to name the Authority as a party to the litigation, Local Partner agrees to inform both FHWA or U.S. DOT and the Grantor before doing so.
- c. The Authority retains a right to a proportionate share of any proceeds derived from any third-party recovery.
- d. Nothing herein is intended to, nor shall it waive U.S. DOT's, FHWA's or the Authority's immunity to suit.

IX. INDEMNIFICATION

The Local Partner agrees to indemnify and hold harmless the Authority, its officers, members, directors, employees, and agents (each an "Indemnified Party") from and against any and all claims, damages, losses, liabilities, reasonable costs, or expenses whatsoever which an Indemnified Party may incur (or which may be claimed against an Indemnified Party by any Person) by reason of or in connection with the execution and delivery of and consummation of the transactions contemplated under this Agreement and the Project; provided, however, that the Local Partner shall not be required to indemnify any Indemnified Party for any claims, damages, losses, liabilities, costs, or expenses (a) to the

extent, but only to the extent, caused by willful misconduct or gross negligence of such Indemnified Party, (b) resulting from a material breach of any obligations under this Agreement, or (c) resulting from any dispute solely among Indemnified Parties other than any claims arising out of any action or omission of the Local Partner. The Local Partner shall not have any obligation to indemnify any Indemnified Party for claims, damages, losses, liabilities, costs, or expenses unless such Indemnified Party provides the Local Partner with an undertaking in which such Indemnified Party agrees to refund and return any and all amounts paid by or on behalf of the Local Partner to such Indemnified Party to the extent that the Indemnified Party was not entitled to be reimbursed for such amounts due to the application of clauses (a) through (c) above. Nothing in this Section is intended to limit the obligations of the Local Partner hereunder.

X. MISCELLANEOUS TERMS

10.1 Noncompliance. If Local Partner does not comply with federal law and regulations relating to the Project which has the impact of a loss of federal funding relating to the Project, Local Partner is to be responsible for 100% of any amount disallowed by the U.S. Department of Transportation or IDOT, in connection with the Project, as applicable.

10.2 Governing Law and Venue. This Agreement and the rights and duties of the Parties hereto shall be governed by, and construed in accordance with, the internal laws of the state of Illinois without regard to principles of conflicts of laws. Venue shall either be in the Circuit Court of Cook County, or the United States District Court, Northern District of Illinois, Eastern Division; provided, however, that any claim against the Authority must be brought in the Illinois Court of Claims.

10.3 Force Majeure. Neither the Authority nor the Local Partner shall be liable for failing to fulfill any obligation under this Agreement to the extent such failure is caused by an event beyond such Party's reasonable control and which event is not caused by such Party's fault or negligence. Such events shall include acts of God, acts of war or terrorism, fires, lightning, floods, epidemics, or riots.

10.4 Non-exclusivity. This Agreement is non-exclusive. Both Parties retain the right, at their sole discretion and without prior or subsequent notification to one another, to enter into EV Charging Station arrangements with third parties not related to this Agreement.

10.5 Governmental Immunity. The Authority is a quasi-state agency and a governmental entity and expressly retains all defenses to, immunities from, and limitations of liability. Nothing in this Agreement is intended, nor shall be construed, to constitute a waiver of any

defense, immunity, or limitation of liability that may be available to the Authority as a governmental entity or otherwise, or to any of its officers, agents or employees. In no event shall the Authority be liable or responsible to Local Partner for any indirect, incidental, consequential, or exemplary damages of any kind.

10.6 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

10.7 Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any Party.

10.8 Severability. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court or any other governmental body, this Agreement shall be construed as not containing such provision and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

10.9 Survival. Any provisions of this Agreement that impose continuing obligations upon a Party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination for so long as so intended. For the avoidance of doubt, the Local Partner's obligations to maintain records and the EV chargers shall survive termination of this Agreement and will continue in force and effect for so long as required to comply with requirements of the U.S. Department of Transportation/Federal Highway Administration related to the Project.

10.10 Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

10.11 Interpretation. Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn. A reference to the Authority includes the Authority's officers, commissioners, employees, attorneys, agents and assigns; a reference to the Local Partner includes its officers, members, employees, attorneys, agents and assigns.

10.12 Entire Agreement. This Agreement constitutes the entire Agreement of the Authority and Local Partner with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Local and the Authority with respect to the subject matter hereof.

10.13 Notices. All notices hereunder will be in writing and will be sent by overnight courier, email, or certified mail. Notices to the Parties will be delivered to their respective address set forth below.

10.14 Execution. Each party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[***]

In witness hereof, the Parties hereto have executed the Agreement as of the Effective Date set forth above:

ILLINOIS FINANCE AUTHORITY:

Signature: 
Date: 12/08/2025
Name: Chris Meiser
Title: Executive Director
Address: 160 N. LaSalle Street
Suite S-1000
City, State, ZIP: Chicago, IL 60601
Email: cmeister@il-fa.com

URBANA PARK DISTRICT:

Signature: 
Date: 12/4/25
Name: Rachel Lenz
Title: Executive Director
Address: 303 W. University Ave.
City, State, ZIP: Urbana, IL, 61801
Email: rdlenz@urbanaparks.org

Exhibits:

- **Exhibit A:** Contract Between CCGI Holdings, LLC and the Illinois Finance Authority
- **Exhibit B:** Details of Installation
- **Exhibit C:** Site Host Agreement Template

MEMORANDUM OF UNDERSTANDING:

**U.S. DEPARTMENT OF TRANSPORTATION/FEDERAL HIGHWAY
ADMINISTRATION CHARGING AND FUELING INFRASTRUCTURE PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (this “Agreement”) is made and entered into by and between the Illinois Finance Authority, a body politic and corporate created under the laws of the State of Illinois, (the “Authority”) and The University of Chicago, an Illinois not for profit corporation (the “Local Partner”). The Authority and the Local Partner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Authority has been created by the Illinois Finance Authority Act, 20 ILCS 3501/801-1, et seq. (the “Act”) and is a “public agency” for the purposes of 5 ILCS 220/2(1);

WHEREAS, the Authority was awarded nearly \$15 million dollars in federal grant funds to strategically deploy electric vehicle (EV) charging infrastructure in urban and rural communities in publicly accessible locations (the “Community Charging Program” or “Project”);

WHEREAS, as part of the Community Charging Program, the Authority is partnering with local government entities and non-profit organizations for such entities to act as site hosts and owners of the EV charging infrastructure, consistent with the applicable grant terms and conditions and as further outlined herein;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

II. AUTHORITY

Each Party represents and warrants that it has the full and lawful authority to enter into this Agreement and to fully and promptly comply with all provisions, terms and conditions, as written.

III. PURPOSE AND SCOPE

The purpose of this Agreement is to identify the roles and responsibilities of each Party regarding the installation and operation of EV charging infrastructure listed in Exhibit B.

IV. TERM

This Agreement shall become effective upon its full execution (“Effective Date”) and shall expire October 1, 2032 (“Expiration Date”), which term includes five (5) years of mandatory service and stewardship of the EV charging stations, unless terminated earlier pursuant to this Agreement.

V. RESPONSIBILITIES OF ILLINOIS FINANCE AUTHORITY

5.1 Master Contract. The Authority has entered into a Master Contract between the Illinois Finance Authority and CCGI Holding LLC (the “Vendor”) (the “Master Contract,” attached as Exhibit A). The Master Contract requires the Vendor to supply, install, and maintain the EV charging station(s) in conformance with the requirements of the Community Charging Program at the sites (the “Sites”) identified in Exhibit B (the “Vendor Services”). In exchange for entering into this Agreement and the Local Partner fulfilling its responsibilities under this Agreement, the Authority will pay the Vendor the payments required under the Master Contract to perform the Vendor Services.

5.2 Oversight of Vendor. The Authority shall take reasonable steps to monitor the activities of the Vendor to ensure compliance with all requirements and performance expectations of the Master Contract and the fulfillment of the Vendor Services. The Authority will take reasonable steps to monitor project milestones and deliverables related to the Vendor Services required under the Master Contract.

VI. RESPONSIBILITIES OF LOCAL PARTNER

6.1 General Obligations. To achieve the requirements of the Project, Local Partner agrees to take all reasonable steps to:

- a. enter into a Site Host Agreement with the Vendor in substantially similar form to the Site Host Agreement attached and incorporated herein as Exhibit C;
- b. prepare and submit all required documentation under the National Environmental Policy Act (“NEPA”) in a timely manner so that the Illinois Department of Transportation (“IDOT”), as the Environmental Review Entity, may complete its review and provide approval of the proposed site locations;
- c. provide an easement, if necessary for the placement, maintenance, and public use of the chargers at the locations described in Exhibit B for the full term of this Agreement;
- d. provide any necessary temporary construction easement for the Vendor and its contractors for preparation of the Project Site(s) and for installation of all necessary equipment;

- e. provide any necessary ongoing utility easement for installation, usage, and maintenance of power lines, conduits, and equipment;
- f. grant the Authority reasonable access to the Project Site(s) for the purpose of conducting oversight and ensuring compliance with all requirements and performance expectations of the Agreement;
- g. allow reasonable ongoing access to the Project Site(s) and equipment in order for Vendor to collect, use, and distribute data;
- h. not knowingly allow the equipment installed for the EV charging station to be opened, accessed, modified, or repaired by anyone other than the Vendor or its licensed contractors;
- i. prevent damage and vandalism of any type to the EV charging station and its equipment, provided that Local Partner will not be required to exercise a higher degree of care than it uses to protect its own property and equipment from damage and vandalism;
- j. will not uninstall the EV charging station for the duration of this Agreement;
- k. ensure the Project Site(s) are maintained in a clean, safe, and orderly condition to at least the same standard as to which other areas proximate to the Project Site(s) that are under the Local Partner's control are maintained;
- l. procure and maintain commercial general liability insurance with coverage for the activities and risks associated with the EV charging station(s) and with coverage limits sufficient to protect itself and the Authority, as additional insured, from claims arising from the Project, as detailed below:
 - i. Commercial General Liability covering property damage, premises operations, fire damage, products and completed operations, blanket contractual liability, bodily injury, personal injury, and advertising liability with minimum limits as follows:
 - 1. \$1,000,000 each occurrence;
 - 2. \$2,000,000 general aggregate;
 - 3. \$1,000,000 products and completed operations aggregate.
 - ii. Property and Casualty covering full replacement value in the event of loss or damage to the EV chargers and other charging equipment and appurtenances;
 - iii. Workers' Compensation as required by state law and employers' liability insurance covering all Local Partner employees and its contractors acting within the course and scope of their employment in connection with the Project.

6.2 Covenants. The Local Partner covenants that it will not, without prior written approval from the Authority:

- a. transfer, assign, encumber, or otherwise pledge equipment for the EV charging station;
- b. move, modify, reverse engineer, or disassemble the whole or any part of the EV charging station in any manner; or
- c. uninstall the EV charging station.

6.3 Site Selection & Estimated Budget. The EV charging station shall be installed at the site(s) listed in Exhibit B within Local Partner's jurisdiction. These site(s), together with the corresponding budget and key details, such as the number of charging ports per site and location type, are hereby approved by the Authority for inclusion in this Agreement and Project, as set forth in Exhibit B. All figures are current estimates and subject to revision; provided, however, that no changes may be made to any of the sites referenced in Exhibit B, or to the budget and key details, without the prior written approval of both Parties. Notwithstanding any approved changes in total project costs during implementation, Local Partner remains responsible for providing not less than twenty percent (20%) of all Eligible Project Costs as defined below (and as set forth more fully in 6.5), provided that Local Partner's share of all Eligible Project Costs shall not exceed \$75,000 unless Local Partner receives rebates or tax incentives that exceed 20% of the Eligible Project Costs (for the avoidance of doubt, the Local Partner recognizes that the Authority cannot pay more than 80% of the Project costs under the conditions of the Federal grant and that a future reduction of Sites or EV Charging Stations may be required to ensure that Local Partner's share of the Eligible Project Costs shall not exceed \$75,000 and the Authority does not pay more than 80% of the total Project costs):

- a. For services not provided by the Vendor, costs to acquire and install on-site electric service equipment (e.g., service connection, power meter / submeter, transformer, breaker panel upgrade, and customer feeder installation) will be considered on a case-by-case basis subject to approval by the Authority.
- b. Costs of minor grid updates (work necessary to connect a charging station to the electric grid distribution network like extending power lines or upgrading existing power lines);
- c. Costs to procure and install, upgrade, and/or replace existing EV charging equipment to meet National Electric Vehicle Infrastructure ("NEVI") minimum standards and requirements;
- d. Costs to procure and install Electric Vehicle Supply Equipment ("EVSE")-related hardware and software;

- e. Fixed operating and maintenance costs (up to five years after the charging station is commissioned) including:
 - i. Charging equipment lease fees (if site applicant chooses lease option for charging equipment rather than purchase option). The lease costs are only eligible if paid in advance through a contract;
 - ii. Cellular network fees, internet service fees, or similar fees; and
 - iii. Charger network fee; and
- f. Costs of engineering, design and permitting

6.4 Oversight of Construction.

- a. Local Partner agrees that it shall grant reasonable access to the Authority and its contractors/subcontractors consistent with this Agreement and any requirements of the Site Host Agreement or Project.
- b. Local Partner shall furnish or arrange for qualified personnel, facilities, equipment, materials, and services as necessary for the performance of Local Partner's obligations under this Agreement, and provide reasonable support to the Vendor in carrying out its responsibilities, including assisting with site supervision and coordination as needed.

6.5 Cost Sharing. As required by IDOT, this agreement is governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR 225, "Cost Principles for State, local, or Indian tribal governments," and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local, or Indian tribal governments." Cost sharing under this agreement must also comply with applicable cost sharing requirements set forth at 2 C.F.R. 200.306.

- a. Payment. Local Partner agrees to pay the Authority the greater of 20% of the total cost of the Project to the Authority (such 20% not to exceed \$75,000) or the value of any rebates or tax incentives (outlined below) received for the Project (the "Requirement Payment"). The Requirement Payment must be paid within one year of installation of the EV charging stations, or 60 days after receiving any rebates or tax incentives, whichever occurs first. To the extent the Local Partner has received grant funds to support its Requirement Payment, the Local Partner shall pay the portion of the Requirement Payment supported by such grant within 60 days of installation of the EV charging stations. For the avoidance of doubt, the Requirement Payment may exceed 20% of the total cost of the Project if the Local Partner receives rebates or tax incentives, outlined below, that exceed 20% of the total cost of the Project. Total cost of the Project will be confirmed between the Vendor and the Authority following the

installation of the EV charging stations. Questions regarding invoicing and the Required Payment should be made through the contacts below:

The University of Chicago Contact	Illinois Finance Authority Contact
Name: Anne Bowman	Name: Ximena Granda
Title: Project Manager	Title: Senior Vice President of Finance & Administration
Address: 5235 S. Harper Court, Suite 1000 Chicago, IL 60615	Address: 160 N. LaSalle Street, Suite S-1000 Chicago, IL 60601
Phone: 773-702-9789	Phone: 312-651-1362
Email: abowman@uchicago.edu Invoices are submitted to invoices@uchicago.edu and shall contain, at least, the following information: <ul style="list-style-type: none"> • Project name, date of the Agreement, and period of Services covered by the Invoice being submitted; • PO Number; and • Any other information reasonably required by Owner. 	Email: accountspayable@il-fa.com

- i. Within 30 days following the installation of the EV charging stations, Local Partner shall apply for all relevant rebates or tax incentives from any federal or local utility programs including, but not limited to, the Ameren Illinois Beneficial Electrification Plan (“Ameren BE Plan”), the ComEd Beneficial Electrification Plan (“ComEd BE Plan”) or the Federal Tax Incentives for Alternative Fueling Infrastructure (Section 30C). This deadline may be extended at the discretion of the Authority for good cause demonstrated by the Local Partner.
- ii. Within 60 days after receiving any relevant rebate or tax incentive, Local Partner shall pay to the Authority all monies received as a result of the rebates or tax incentives which shall be applied by the Authority to the amounts owed for the Required Payment. Local Partner may not withhold any monies or funds received from any

relevant rebate or tax incentive related to the Project or profit off of aforementioned rebates or tax incentives related to the Project.

- iii. For the avoidance of doubt, if the applicable incentives amount to less than 20% of the total Project costs, Local Partner agrees to pay the remaining amount owed for the Required Payment to ensure that 20% of the Project is funded by the Local Partner, not to exceed \$75,000 .
- b. State Revenue Intercept. If Local Partner fails to pay the Authority the Required Payment, the Local Partner agrees the unpaid amount constitutes a debt owed to the Authority, and the Authority reserves the right to take any appropriate action to recover the amount owed, including but not limited to recovery via intercept of future payments to Local Partner via the Illinois Comptroller's Illinois Debt Recovery Offset Portal.
- c. Consideration. In consideration for the promises and requirements of the Local Partner outlined in this Agreement, Local Partner will receive the benefit of the federally supported Authority payments to the Vendor for the EV charger station(s) and related infrastructure at the site. Local Partner shall also receive future charging revenue earned from the EV charger station(s) as a result of the Project.

6.6 Operation of Charging Station.

- a. Local Partner shall keep the Authority apprised of all material developments in Local Partner's performance of its obligations under this Agreement. The Authority reserves the right to monitor Local Partner's performance of this Agreement in order to verify compliance.
- b. Local Partner shall take reasonable precautions (i.e., precautions consistent with its policies governing control and safety of its property and safety of its personnel and guests) for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
 - i. personnel performing services on the Project at the Site(s) and other persons at the Site(s) who may be affected thereby;
 - ii. the materials and equipment to be incorporated into the Project that are in storage on the site or under the care, custody, or control of the Local Partner or its contractors; and
 - iii. persons and property at the Site(s) or adjacent thereto in connection with the installation or operation of any EV Chargers or associated equipment during the Term.

- c. The EV charging station(s) must be available at least as frequently as the business operating hours of the site host.

6.7 Changed Conditions Affecting Performance. Local Partner shall immediately notify the Authority if it becomes aware of any change in conditions or local law, or of any other event which may significantly affect its ability to support or perform the Project in accordance with the provisions of this Agreement. Local Partner is responsible for notifying, in a timely manner, the Vendor and the Authority of any issues with the site or the EV charging stations of which it becomes aware once installed and entering into a site host agreement with the Vendor.

6.8 Maintenance of Equipment. As part of its contract (Exhibit A), the Vendor will be solely responsible for providing operations and maintenance (O&M) services to ensure the EV chargers remain in good working order. The Vendor shall maintain the chargers in compliance with 23 C.F.R. 680 for a period of not less than five (5) years from the initial date of operation of the last EV charger, consistent with the Site Host Agreement entered into between the Vendor and Local Partner.

Local Partner is responsible for promptly reporting any charger issues or outages of which it becomes aware to the Vendor and for reasonably cooperating with the Vendor to help ensure that all program requirements, including uptime and reporting obligations, are met. These obligations include:

- a. Minimum uptime. States or other direct recipients must ensure that each charging port has an average annual uptime of greater than 97%.
- b. A charging port is considered “up” when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level (see § 680.106(d)).

6.9 Pricing for Station Use. Unless charging is permanently provided free of charge to customers, the price for charging must be displayed prior to initiating a charging transaction and be based on the price for electricity to charge in \$/kWh.

- a. The Local Partner will set the charging rates, provided that such rates are reasonable as required under 23 C.F.R. Part 680. The Local Partner will receive all revenue from the use of the EV chargers, less any applicable expenses incurred in maintaining and operating the EV chargers including, but not limited to, credit card processing fees paid to the Vendor, energy utility costs

of operating the chargers and the charging of electric vehicles, and any applicable taxes.

- b. The price for charging displayed and communicated via the charging network must be the real-time price (i.e., price at that moment in time).
- c. The price at the start of the session cannot change during the session.
- d. Price structure including any other fees in addition to the price for electricity to charge must be clearly displayed and explained.

6.10 Debarment. Local Partner shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Local Partner certifies that to the best of its knowledge and belief, the Local Partner and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or 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, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (2) above; and
- d. have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

VII. MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

7.1 Records Retention. The Local Partner shall maintain for five (5) years from the Expiration Date adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to the Project. If any litigation, claim, or audit related to the Project 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. The Local Partner shall make such books, records, related papers, supporting documentation and personnel engaged in the performance of this Agreement available to authorized Authority representatives upon the Authority's reasonable request.

7.2 Intentionally omitted.

7.3 Monitoring and Access to Information. The Local Partner must monitor its activities to assure compliance with applicable requirements and to assure its performance expectations are being achieved. The Local Partner shall timely submit all reports, and shall supply, upon the Authority's reasonable request, documents and information relevant to the Agreement. The Authority may make site visits as warranted by the Project, with reasonable advance notice to Local Partner.

VIII. TERMINATION

8.1 Termination for Cause. This Agreement may be terminated by the Authority for cause or due to a loss of federal funding by giving written notice to the Local Partner at least thirty (30) days in advance of the effective date of such termination. To the extent any EV charging stations and related equipment and infrastructure have already been installed prior to termination, Local Partner shall have ownership of all such installed EV charging stations and related equipment and infrastructure.

8.2 Third-Party Disputes or Breaches. The Local Partner agrees to pursue all legal rights available to it in the enforcement or defense of any third-party contract, and FHWA or U.S. DOT and the Authority reserve the right to concur in any compromise or settlement of any third-party contract claim involving Local Partner and the Vendor or any other third-party involved in the Project.

- a. Local Partner will notify FHWA or U.S. DOT and the Authority of any current or prospective major dispute pertaining to a third-party contract.
- b. If the Local Partner seeks to name the Authority as a party to the litigation, Local Partner agrees to inform both FHWA or U.S. DOT and the Grantor before doing so.
- c. The Authority retains a right to a proportionate share of any proceeds derived from any third-party recovery.
- d. Nothing herein is intended to, nor shall it waive U.S. DOT's, FHWA's or the Authority's immunity to suit.

IX. INDEMNIFICATION

The Local Partner agrees to indemnify and hold harmless the Authority, its officers, members, directors, employees, and agents (each an “Indemnified Party”) from and against any and all third-party claims, damages, losses, liabilities, reasonable costs, or expenses whatsoever which an Indemnified Party may incur (or which may be claimed against an Indemnified Party by any Person) to the extent caused by Local Partner’s negligence or willful misconduct in its performance of its obligations under this Agreement; provided, however, that the Local Partner shall not be required to indemnify or hold harmless any Indemnified Party for any claims, damages, losses, liabilities, costs, or expenses (a) to the extent, but only to the extent, caused by willful misconduct or negligence of such Indemnified Party, (b) resulting from a material breach of any obligations under this Agreement, or (c) resulting from any dispute solely among Indemnified Parties other than any claims arising out of any action or omission of the Local Partner. The Local Partner shall not have any obligation to indemnify or hold harmless any Indemnified Party for claims, damages, losses, liabilities, costs, or expenses unless such Indemnified Party provides the Local Partner with an undertaking in which such Indemnified Party agrees to refund and return any and all amounts paid by or on behalf of the Local Partner to such Indemnified Party to the extent that the Indemnified Party was not entitled to be reimbursed for such amounts due to the application of clauses (a) through (c) above. Nothing in this Section is intended to limit the obligations of the Local Partner hereunder.

X. MISCELLANEOUS TERMS

10.1 Noncompliance. If Local Partner does not comply with federal law and regulations relating to the Project which has the impact of a loss of federal funding relating to the Project, Local Partner is to be responsible for 100% of any amount disallowed by the U.S. Department of Transportation or IDOT, as applicable, due to such noncompliance in connection with the portion of the Project at Local Partner’s Sites.

10.2 Governing Law and Venue. This Agreement and the rights and duties of the Parties hereto shall be governed by, and construed in accordance with, the internal laws of the state of Illinois without regard to principles of conflicts of laws. Venue shall either be in the Circuit Court of Cook County, or the United States District Court, Northern District of Illinois, Eastern Division; provided, however, that any claim against the Authority must be brought in the Illinois Court of Claims.

10.3 Force Majeure. Neither the Authority nor the Local Partner shall be liable for failing to fulfill any obligation under this Agreement to the extent such failure is caused by an event beyond such Party’s reasonable control and which event is not caused by such Party’s

fault or negligence. Such events shall include acts of God, acts of war or terrorism, fires, lightning, floods, epidemics, or riots.

10.4 Non-exclusivity. This Agreement is non-exclusive. Both Parties retain the right, at their sole discretion and without prior or subsequent notification to one another, to enter into EV Charging Station arrangements with third parties not related to this Agreement.

10.5 Governmental Immunity. The Authority is a quasi-state agency and a governmental entity and expressly retains all defenses to, immunities from, and limitations of liability. Nothing in this Agreement is intended, nor shall be construed, to constitute a waiver of any defense, immunity, or limitation of liability that may be available to the Authority as a governmental entity or otherwise, or to any of its officers, agents or employees. In no event shall the Authority be liable or responsible to Local Partner for any indirect, incidental, consequential, or exemplary damages of any kind.

10.6 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

10.7 Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any Party.

10.8 Severability. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court or any other governmental body, this Agreement shall be construed as not containing such provision and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

10.9 Survival. Any provisions of this Agreement that impose continuing obligations upon a Party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this

Agreement, shall remain in force and effect after such expiration or termination for so long as so intended. For the avoidance of doubt, the Local Partner's obligations to maintain records and the EV chargers shall survive termination of this Agreement and will continue in force and effect for so long as required to comply with requirements of the U.S. Department of Transportation/Federal Highway Administration related to the Project.

10.10 Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

10.11 Interpretation. Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn. A reference to the Authority includes the Authority's officers, commissioners, employees, attorneys, agents and assigns; a reference to the Local Partner includes its officers, members, employees, attorneys, agents and assigns.

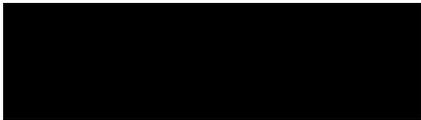
10.12 Entire Agreement. This Agreement constitutes the entire Agreement of the Authority and Local Partner with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Local and the Authority with respect to the subject matter hereof.

10.13 Notices. All notices hereunder will be in writing and will be sent by overnight courier, email, or certified mail. Notices to the Parties will be delivered to their respective address set forth below.

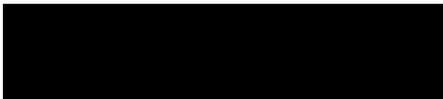
10.14 Execution. Each party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

In witness hereof, the Parties hereto have executed the Agreement as of the Effective Date set forth above:

ILLINOIS FINANCE AUTHORITY:

Signature: 
Date: 12/16/2025
Name: Chris Meister
Title: Executive Director
160 N. LaSalle St.
Address: Suite S-1000
City, State, ZIP: Chicago, IL 60601
Email: cmeister@il-fa.com

THE UNIVERSITY OF CHICAGO:

Signature: 
Date: December 15, 2025
Name: Machelle Vieux
Title: Associate Vice
President Facilities
Services
Address: 5235 South Harper
Court, Suite 1000
City, State, ZIP: Chicago, IL 60615
Email: mvieux@uchicago.edu

Exhibits:

- **Exhibit A:** Contract Between CCGI Holdings, LLC and the Illinois Finance Authority
- **Exhibit B:** Details of Installation
- **Exhibit C:** Site Host Agreement Template