

GRANT AGREEMENT



**BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
AND
CITY OF AURORA**

The Illinois Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield, IL 62702-1271
and City of Aurora (Grantee), with its principal office at 5 S. Broadway, Aurora, IL 60505
and payment address (if different than principal office) at _____
hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I
AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION**

1.1 DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 074582131 is Grantee's correct DUNS number, that 36-6005778 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration (if federal funds). Grantee is doing business as a (check):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For-Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> D = disregarded entity |
| <input type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | <input type="checkbox"/> P = partnership |
| <input type="checkbox"/> Pharmacy-Non-Corporate | |

1.2 Amount of Agreement. Grant Funds (check one) ☒ shall not exceed ☐ are estimated to be \$365,000 of which \$0 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A the Federal awarding agency is N/A and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 422-11-0970.

1.4 Term. This contract shall commence upon the last dated signature of the Parties and shall terminate twenty-four (24) months from the date of full execution.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Department of Natural Resources

City of Aurora

By: _____
Signature of Director of IDNR

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____

Printed Name: _____

E-mail: _____

Date: _____

Title: _____

Printed Name: Colleen Callahan

Printed Title: _____
Designee

By: _____
Signature of Chief Financial Officer

Date: _____

Printed Name: Brad Colantino

By: _____
Signature of Chief Counsel

Date: _____

Printed Name: Renee Snow

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is duly validly existing and in good standing, under the laws of the State in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5 Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III DEFINITIONS

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“DUNS Number” means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Program Income” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

ARTICLE IV PAYMENT

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4 Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8). All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7 Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8 Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application will be final and is incorporated herein as an attachment. However, a revised Budget is incorporated if submitted to Grantor and thereafter approved.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit.

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 Nonprofit Organizations Cost Principles. The Federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. Commercial Organization Cost Principles. The Federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8 Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9 **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.11 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit.

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

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three-month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3 Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in **PART TWO** or **PART THREE**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2 Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3 Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4 For Profit Entities. A For-Profit entity that expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year is required to have a Program-specific audit conducted in accordance with 2 CFR 200.507. The Program-specific audit must be completed and the reporting required by 2 CFR 200.507 must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier. A For-Profit entity that expends less than \$750,000 in Federal Awards during its fiscal year, but receives between \$300,000 and \$499,999 in Federal and State Awards combined must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); a For-Profit entity that expends between \$500,000 and \$749,999 in Federal and State awards combined must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). The For-Profit entity shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.5 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

ARTICLE XVI TERMINATION; SUSPENSION

16.1 Termination.

5. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

6. This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

- (i) Pursuant to a funding failure under Paragraph 4.1;
- (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;
- (iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or
- (iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4 Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

7. Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

1) Grantor expressly authorizes them in the notice of suspension or termination;

and

2) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.5 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX REORGANIZATION AND BOARD MEMBERSHIP

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI CONFLICT OF INTEREST

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by both the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV
INSURANCE**

24.1 Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV
LAWSUITS AND INDEMNIFICATION**

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

25.2 Indemnification. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

**ARTICLE XXVI
MISCELLANEOUS**

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. **Exhibits A** through **G**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.16 Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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EXHIBIT A

PROJECT DESCRIPTION

Increasing Public Use of Wilder Promenade

The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee for the acquisition, development and rehabilitation of lands for public outdoor recreational purposes.

This grant is funded through the Open Space Land Acquisition and Development Grant Program (OSLAD). It is funded up to 50% (90% for Disadvantaged Communities) through OSLAD.

The Wilder Promenade project will vacate a one-block stretch of City street between two sections of open space, creating a multi-use park area, bioswale and 2,000 square-foot restroom/concessions building along the Fox River.

EXHIBIT B**DELIVERABLES OR MILESTONES**

This grant is funded through the Open Space Land Acquisition and Development Grant Program (OSLAD). It is funded up to 50% (90% for Disadvantaged Communities) through OSLAD.

The Implementation and Billing Requirement Packet is incorporated into this Exhibit B1 as a separate attachment (labeled Exhibit B1).

Project billings shall be submitted to at project completion unless otherwise approved by IDNR.

Deliverables/Milestones will be the completed project components as presented in the original application (attachment labeled Exhibit B2*) or an approved project scope change. They will be reported as directed in the Implementation and Billing Packet (Exhibit B1).

If the approved OSLAD project includes the use of Force Account labor, the Grantee shall ensure that any audits required will include an internal control evaluation and opinion on the grantee's time and attendance allocation system. In addition, if the grantee uses materials purchased by means of a Central Procurement System and allocates a portion of those materials to the project (Force Account material claim), the audit must include testing and reporting on the allocation system used for tracking material use.

The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00 (30 ILCS 705/4(b)(2)). The grantee must submit status reports on the first day of the next existing quarterly schedule (Jan, April, July & Oct) beginning with the quarter immediately following the project effective date.

*Exhibit B2 also includes the approved project budget

EXHIBIT C

PAYMENT

Grantee shall receive up to \$ 365,000 under this Agreement.

Enter specific terms of payment here:

1. This grant is funded through the Open Space Land Acquisition and Development Grant Program (OSLAD). It is funded up to 50% (90% for Disadvantaged Communities) through OSLAD with any remaining funds to be covered by the Grantee.
2. The Grantee will receive a minimum of 50% of the grant award as an advance payment. Grant funds paid in advance must be kept in a separate interest-bearing account with a federally or Illinois regulated financial institution that is insured by the Federal Deposit Insurance Corporation (FDIC), and maintained therein until used in the execution of the approved project. All interest earned on grant funds held by a grantee shall become part of the grant principal when earned and be used for and in the same manner as the principal to fulfill the purposes and objectives of the grant. If funds are not held in an interest-bearing account, the grantee will be responsible for the payment of interest to the Department at a rate equal to twelve percent (12%) per annum. (17 Ill. Adm. Code 3025.32).
3. Any additional payment(s) to the Grantee will be made as reimbursement for eligible expenses following submission to IDNR of a certified billing request listing all funds expended and including any other documentation required by IDNR following all instruction provided in Exhibit B1.
4. A project shall be deemed completed for grant payment when the Grantee submits a certified development project billing form seeking grant reimbursement which is approved for payment by IDNR. Failure by the Grantee to submit required billing forms and substantiating documentation within a one (1) year period following the project expiration date will result in the Grantee forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of IDNR.
5. The grant will be administered in accordance with the time limit on expenditure of grant funds under the Illinois Grant Funds Recovery Act, 30 ILCS 705/5. All funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant agreement, shall be returned to the State within 45 days (30 ILCS 705/4(b)(5)).
6. Conditions may arise after work has begun that are beyond the control of the Grantee and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders. All change orders with a value (+/-) over \$10,000.00 must be approved by IDNR before being executed. **Failure to obtain prior approval will result in the amount of the change order being disallowed and could result in a Class 4 felony.** (720 ILCS §5/33E-9).
7. Project costs for which reimbursement is sought cannot be incurred by the project applicant prior to grant approval notification or IDNR authorization, except for architectural and engineering fees. Costs incurred prior to IDNR approval are ineligible for grant assistance. For acquisition projects, costs are considered incurred when property deed, lease or other conveyance is accepted by the Grantee or first payment is made on the project property or to an escrow account for the property. In addition, no purchase agreement, option, etc., or price negotiations shall be entered into without IDNR approval. Development project costs are considered incurred on the date construction contracts are signed or actual physical work begins on the project site or project materials are delivered. (See 17 Ill. Adm. Code 3025.50).
8. Maximum grant amount will not exceed the amount listed above and only actual expenditures up to the maximum grant amount will be paid with this grant.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Ann Fletcher
 Title: Grant Administrator
 Address: One Natural Resources Way, Springfield, IL 62702-1271
 Phone: (217) 557-7815
 TTY#: _____
 Fax#: (217) 782-9599
 E-mail Address: ann.fletcher@illinois.gov

GRANTEE CONTACT

Name: Trevor Dick
 Title: Director of Development
 Address: 5 S. Broadway, Aurora, IL 60505
 Phone: (630) 256-3100
 TTY#: _____
 Fax#: _____
 E-mail Address: tdick@aurora-il.org

Additional Information:

Name: Richard C. Irvin
 Title: Mayor
 Address: 44 E. Downer Place
 Phone: (630) 256-3010
 TTY#: _____
 Fax#: _____
 E-mail Address: mayorsoffice@aurora-il.org

EXHIBIT E

PERFORMANCE MEASURES

Following all methods and standards as required by state and federal laws and regulations, this project will make outdoor recreation available to members of the general public by accomplishing the following items:

Providing community members with Wilder Promenade, a multi-use park area that can be utilized by members of the general public for outdoor recreational use.

EXHIBIT F

PERFORMANCE STANDARDS

Completion of this project will allow citizens of Kane County and others from the general populace outdoor recreational opportunities by providing Wilder Promenade, a multi-use park, bioswale and 2,000 square-foot restroom/concessions building along the Fox River for outdoor recreational use.

Timely completion of this project will satisfy the requirements of the IDNR.

EXHIBIT G

SPECIFIC CONDITIONS

CONDITIONS FROM Internal Control Questionnaire (ICQ) OR Programmatic Risk Assessment (PRA):

1. The nature of the additional requirements.

03 - Financial and Regulatory Reporting (2 CFR 200.327)

Requires more detailed reporting;

06 - Audit (2 CFR 200.500)

Requires desk review of the status of implementation of corrective actions;

2. The reason why the additional requirements are being imposed.

03 - Financial and Regulatory Reporting (2 CFR 200.327)

Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

06 - Audit (2 CFR 200.500)

Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.

3. The nature of the action needed to remove the additional requirements, if applicable.

03 - Financial and Regulatory Reporting (2 CFR 200.327)

Implementation of new or enhanced system, mitigating controls or a combination of both.

06 - Audit (2 CFR 200.500)

Completion of corrective action plan implementation.

4. The time allowed for completing the actions if applicable.

03 - Financial and Regulatory Reporting (2 CFR 200.327)

One year.

06 - Audit (2 CFR 200.500)

When corrective action is complete.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.8, 12.4, 13.3(a), 14.1, 14.3, 15.2, 19.1 and 24.1 for information that may be required in this **PART TWO**.]

-
- 27.1 The Cash Management requirements and Interest requirements listed in Paragraphs 4.3 and 4.6 of PART ONE respectively do not apply as there are no federal funds as part of this agreement and the Grantee, with the exception of the 50% advance payment, is paid as reimbursement of prior project expenditures.
 - 27.2 The Grantee is required to deposit the 50% advance payment in an interest-bearing account separate from their general accounts. The interest earned from this account must be reported quarterly and expended on the project in addition to all grant payments and required matching funds.
 - 27.3 Additional information provided in the Project Implementation and Billing Packet will be considered an appendix to this agreement and is hereby incorporated into it through Exhibit B1.
 - 27.4 The full application completed for this grant including all attachments, budget and maps is hereby incorporated into this agreement.
 - 27.5 The Grantee must comply with and abide by the following operation and maintenance provisions (17 Ill. Adm. Code 3025.70):
 - 1) All lands and facilities assisted with OSLAD funds shall be continuously operated and maintained by the Grantee in a safe and attractive manner at no cost to IDNR and be operated and utilized in such a manner as to maximize the intended benefits to and for the public.
 - 2) IDNR shall have access to OSLAD-assisted facilities at all times for inspection purposes to ensure the Grantee's continued compliance with this Part.
 - 3) The Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities, for dispersing food to the public and/or any other services as may be desired by the public and the Grantee for enjoyable and convenient use of the OSLAD-assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the OSLAD lands and/or facilities shall be used for the improvement of said lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the Grantee with third persons relating to accommodations or concessions to be provided for or at the OSLAD facility for benefit of the public shall be submitted to IDNR, upon request, for its approval prior to the sub-lease or license being entered into or granted by the Grantee. The lessee concessionaire or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national origin, disability or place of residence in the conduct of its operation under the lease, license or concession agreement.
 - 27.6 No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from IDNR. Specific actions regarded as significant deviations include, but are not limited to:
 - 1) The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Grantee to another individual, group, agency, or entity.

2) Any significant deviation from the approved project site plan OR change, alteration or disposition of the project site to anything other than public outdoor recreation use, unless approved in this Agreement or by IDNR. The construction of any building including indoor recreation facilities, exclusive of outdoor recreation service or support structures and sanitary facilities, are considered a conversion in use.

3) The construction of any overhead service utility line on the project site subsequent to the date of this Agreement, except for electric lines over 15 kv, unless otherwise approved by IDNR. (All future utility lines servicing the project site, except as noted, must be buried.)

27.7 Property acquired or developed with OSLAD funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior IDNR approval. Approval for property conversion will be granted only if the Grantee substitutes replacement property of at least equal market value and comparable outdoor recreation usefulness, quality and location (17 Ill. Adm. Code 3025.70).

27.8 Any deviation or conversion of the project site(s) from public outdoor recreation use without DNR approval shall be considered a breach of this Agreement resulting in the Grantee being held liable for replacing said converted property with comparable land as deemed acceptable by IDNR.

27.9 The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement and shall make them available to IDNR and the State of Illinois, Auditor General or Attorney General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

27.10 Grantees receiving a cumulative total of \$500,000 or more in state OSLAD assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted, as is generally required by 1) state law (65 ILCS 5/8-8-1 *et seq.* or 55 ILCS 5/6-31001 *et seq.*) or 2) by the Grantee's own governing body, as applicable. A copy of the audit must be provided to IDNR, upon request, OR if any findings (irregularities) involving the OSLAD grant are reported in the audit.

27.11 All required audits must be conducted by an independent certified public accountant, licensed by the State of Illinois, and must be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). The Grantee shall be responsible for procuring all required audits in accordance with its normal procurement rules, providing that these rules promote open competitive procurement.

27.12 The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. If questioned costs are ultimately deemed disallowed as determined by IDNR or its representative, the Grantee shall be responsible for repayment of such costs.

27.13 The agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*).

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.8, 12.4, 14.1, 14.3, 15.2, 19.1 and 24.1 for information that may be required in this **PART THREE**.]

- 28.1 The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee to acquire and/or develop land for outdoor recreation facilities that are open and accessible to the public in Illinois.
- 28.2 Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder and may result in debarment for two grant cycles.
- 28.3 The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of IDNR under this Agreement.
- 28.4 Environmental and Cultural Resource Compliance: Approved grant project construction shall not commence and no payment shall be made under this grant until the Grantee, as set forth under IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with IDNR as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 *et seq.*; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.
- 28.5 Project Signage and Publicity: Grantee must permanently post an OSLAD grant acknowledgment sign at the project site. The necessary sign will be provided by IDNR or specifications for its construction will be furnished to the Grantee, if requested (17 Ill. Adm. Code 3025.70). The acknowledgment shall incorporate the following language:

"OPEN SPACE LANDS ACQUISITION & DEVELOPMENT PROGRAM"
ILLINOIS DEPARTMENT OF NATURAL RESOURCES

- 28.6 50% of the labor hours on the project must be performed by actual residents of the State of Illinois (20 ILCS 805/805-350).
- 28.7 Any property acquired or developed through assistance from the Illinois OSLAD grant program must be open to the public for outdoor recreation use without regard to race or color, creed, national origin, sex or disability, nor based on residence, except to the extent that reasonable differences in user fees may be imposed amounting to no more than double the fees charged to residents.

Projects receiving development grant assistance only shall be bound by the terms of this Agreement for the period of time specified below for the total amount of OSLAD funds expended on the project (17 Ill. Adm. Code 3025.70):

<u>Total Grant Award</u>	<u>Time Period After Final Billing</u>
\$1 to \$50,000	6 years
For every \$25,000 increment over \$50,000	Add 1 year

Land acquired with funding assistance from the OSLAD program shall be operated and maintained in perpetuity for public outdoor recreation use.

- 28.8 Property acquired or developed with OSLAD funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior IDNR approval. Approval for property conversion will be granted only if the Grantee substitutes replacement property of at least equal market value and comparable outdoor recreation usefulness, quality and location (17 Ill. Adm. Code 3025.70).
- 28.9 For projects receiving acquisition assistance, an appraisal must be provided by the Grantee and submitted to IDNR for review and certification to establish the property's market value. The appraisal must be completed to IDNR specifications (17 Ill. Adm. Code 3025.70).
- 28.10 For projects receiving development assistance, the Grantee must possess either fee simple title or other means of legal control and tenure (easement, lease, etc.) over the property being improved for a period of time commensurate with the program amortization schedule shown in the administrative rules, unless otherwise approved by IDNR. The IDNR will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits a unit of local government from entering into such a long-term agreement, or other circumstances beyond the control of the local unit of government prohibit such arrangements. The Grantee must also adhere to applicable local bidding and procurement requirements (17 Ill. Adm. Code 3025.70).
- 28.11 The Grantee must comply with and abide by the following operation and maintenance provisions (17 Ill. Adm. Code 3025.70):
- 1) All lands and facilities assisted with OSLAD funds shall be continuously operated and maintained by the Grantee in a safe and attractive manner at no cost to IDNR and be operated and utilized in such a manner as to maximize the intended benefits to and for the public.
 - 2) IDNR shall have access to OSLAD-assisted facilities at all times for inspection purposes to ensure the Grantee's continued compliance with this Part.
 - 3) The Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities, for dispersing food to the public and/or any other services as may be desired by the public and the Grantee for enjoyable and convenient use of the OSLAD-assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the OSLAD lands and/or facilities shall be used for the improvement of said lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the Grantee with third persons relating to accommodations or concessions to be provided for or at the OSLAD facility for benefit of the public shall be submitted to IDNR, upon request, for its approval prior to the sub-lease or license being entered into or granted by the Grantee. The lessee concessionaire or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national origin, disability or place of residence in the conduct of its operation under the lease, license or concession agreement.
- 28.12 No significant deviations from the approved Agreement (development plan) or control of

property interests in the project site shall be made without prior written approval from IDNR. Specific actions regarded as significant deviations include, but are not limited to:

1) The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Grantee to another individual, group, agency, or entity.

2) Any significant deviation from the approved project site plan OR change, alteration or disposition of the project site to anything other than public outdoor recreation use, unless approved in this Agreement or by IDNR. The construction of any building including indoor recreation facilities, exclusive of outdoor recreation service or support structures and sanitary facilities, are considered a conversion in use.

3) The construction of any overhead service utility line on the project site subsequent to the date of this Agreement, except for electric lines over 15 kv, unless otherwise approved by IDNR. (All future utility lines servicing the project site, except as noted, must be buried.)

- 28.13 Any deviation or conversion of the project site(s) from public outdoor recreation use without DNR approval shall be considered a breach of this Agreement resulting in the Grantee being held liable for replacing said converted property with comparable land as deemed acceptable by IDNR.
- 28.14 In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all permits, licenses, or forms of consent required to complete the project. **Failure to obtain any required permit or approval may jeopardize grant reimbursement and/or cause debarment.**
- 28.15 No assignment of grant provisions or duties is allowed.
- 28.16 All facilities constructed with state OSLAD grant assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards, the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 *et seq.*) and the regulations thereunder (28 CFR 35.130).
- 28.17 If the grant award is \$250,000 or more for capital construction costs or professional services, Grantee certifies that it shall comply with the business enterprise program practices for minority-owned businesses, female-owned businesses, and businesses owned by persons with disabilities of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). See 30 ILCS 105/45.
- 28.18 It is agreed and understood by the Grantee that an IDNR representative shall have access to the project site to make periodic inspections as work progresses. It is further agreed and understood by the Grantee that IDNR reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.



EXHIBIT B1

Illinois Department of Natural Resources

Open Space Lands Acquisition & Development Grant Program (OSLAD)

Development Projects

Implementation & Billing Requirements



IL Department of Natural Resources
Office of Grant Management and Assistance
One Natural Resources Way
Springfield, IL 62702
Telephone: 217/782-7481
Fax: 217-782-9599

Revised 3/2019

In this packet, you will find necessary information and instructions to properly implement an approved development project involving OSLAD grant assistance from the Illinois Department of Natural Resources (IDNR). **PLEASE READ THOROUGHLY!** Failure to comply with these instructions can jeopardize grant reimbursement.

GENERAL

- 1) Advance payment must be deposited in an interest-bearing account. The interest on this account must be reported quarterly on the Status Report to the IDNR. All interest earned must be used on project expenditures and cannot be counted toward the agency match portion.
- 2) To maintain eligibility for grant reimbursement, the local project sponsor must satisfactorily complete ALL approved project components as specified in the approved project application and the signed Project Agreement. Any changes (additions or deletions) to the project scope must be approved by IDNR in order to maintain overall eligibility for grant reimbursement.
- 3) Project construction for which OSLAD funding assistance is requested may be accomplished by any of the following methods or combinations thereof: 1) competitively bid contract(s) per local/state procurement guidelines, 2) directly hired labor and material purchases IF qualifying as bid exempt and 3) using your own agency's in house staff which is also referred to as Force Account labor.
- 4) For all Development projects, the local sponsor must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases. IDNR may request documentation from the local agency to verify compliance with applicable state statutes.
- 5) All OSLAD-assisted facilities must be designed and constructed to accommodate full accessibility as per the Illinois Accessibility Code standards and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG). If there are any questions or doubts regarding design standards proposed for your project, it is strongly encouraged that "working drawings" be submitted to the IDNR grants staff for review prior to construction and/or solicitation of construction bids. **Projects involving playground construction MUST have final working drawings for the playground facility reviewed by IDNR grant staff.**
- 6) The approved OSLAD development project must be completed and all project costs for which reimbursement is expected **must be incurred no later than the expiration date specified on the signed Project Agreement**. Failure to have approved project components completed by the specified project expiration date could jeopardize approved grant reimbursement on the project. Grant staff will conduct a final inspection of the project site when complete.
- 7) 15.25% is the maximum allowable claim for hired "contracted" Architectural/Engineering (A/E) services used for proper project design and construction supervision/administration of an approved OSLAD development project based upon the actual OSLAD-assisted construction costs.

NOTE: Project A/E services may be accomplished "in-house" (force account) IF qualified staff exists and approved by the Illinois IDNR. (See Force Account guidelines for funding limits.)

- 8) In connection with and prior to the construction, and thereafter the subsequent operation and maintenance of the OSLAD-assisted facilities, the Local Agency agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, from, but not limited to, the following agencies. **(Failure to do so can jeopardize grant reimbursement.)**
- U.S. Department of the Army, Corps of Engineers.
 - IL Dept. of Transportation (Division of Highways).
 - IL Environmental Protection Agency
- For development sites that are one (1) acre or more, a "Storm Water Pollution Prevention Control Plan" and a permit are required from IEPA. Contact (217) 782-0610.
- IL Dept. of Natural Resources regarding "Interagency Wetlands Policy Act" (20 ILCS 830); "State Endangered Species Act" (520 ILCS 10/11); cultural resource impacts (20 ILCS 34/20, *coordinated with the IL Historic Preservation Agency*); and through the Office of Water Resources at IDNR, impacts to state waterways (615 ILCS 5/5).
 - IL Dept. of Public Health (Campground Licensing & Recreational Area Act, 210 ILCS 95/1).
 - Local Building or Zoning Agencies or Boards, where applicable.
- 9) Status of project progress should be reported to the IDNR Grant Administrator assigned to the project **each January 1, April 1, July 1, and October 1** throughout the duration of project implementation (i.e., until the project's FINAL billing is submitted to the Illinois IDNR). The enclosed "project status report" form is provided for your convenience. **Failure to submit a status report will result in no reimbursement (for projects over \$25K).**
- 10) Please contact the IDNR Grants staff for assistance at 217/782-7481 if you have any questions as you proceed with project implementation regarding program requirements.

SPECIAL CONDITIONS FOR POOL PROJECTS

The local project sponsor will provide a copy of the letter from the Illinois Department of Public Health authorizing the sponsor to renovate/construct the sponsor's swimming pool prior to commencement of the project. Upon completion of the project the sponsor will also submit to IDNR a copy of the IDPH license to operate the facility prior to receiving grant reimbursement.

ACCESSIBILITY SPECIFICATIONS GUIDE

All facilities constructed with State OSLAD assistance must be developed and designed to accommodate full accessibility standards as per the Illinois Accessibility Code (As amended through September 2002) and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG).

Although the Illinois Accessibility Code standards do not address specific criteria for accessibility involving all outdoor recreational facilities, there is a reference to "Recreational Facilities" on Pg. 87 of the Code. A copy of the Illinois Accessibility Code may be obtained by calling 217/782-2864 (Springfield) or 312/814-6000 (Chicago).

To supplement this information, the U. S. Architectural and Transportation Barriers Compliance Board pursuant to ADA has developed final guidelines for recreation facilities and outdoor developed areas. Copies of the guidelines can be obtained by writing to: *Access Board, Recreation Report, 1331 "F" Street, N.W., Suite 1000, Washington, D.C. 20004-1111. Tele: 202/272-5434 or 800/514-0301 or contact their web site at www.access-board.gov.*

OPEN COMPETITIVE BIDDING

- 1) EXCEPT as noted below in items #2 - #6, all open competitive bidding for OSLAD projects shall be done in accordance with the local agency's statutory requirements governing public procurement. You must follow your own written procurement guidelines.
- 2) Language similar to the following should appear in all "bid advertisements" relative to the approved OSLAD grant project:

This project is being financed, in part, with funds from the Illinois Department of Natural Resources, "Open Space Lands Acquisition & Development" (OSLAD) grant program.

- 3) **The local sponsor shall encourage 1) "minority" business firms to submit bids on the approved project and 2) successful contract bidders to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction. *This stipulation should be noted in all bid solicitation notices.***
- 4) Contract award(s) shall be made to the lowest responsible bidder whose bid properly addresses and complies with the invitation and is most advantageous to the local sponsor; price and other factors considered. (Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid.) Justification for acceptance of a no-bid contract or awarding of contracts to other than the lowest bidder **is subject to Illinois IDNR approval.**
- 5) The bid proposal forms should be structured for flexibility. This can usually be done most effectively with add/deduct alternates and bidding the work by specific/distinct work elements.

The instructions to bidders in the bid specifications should clearly indicate what constitutes a valid bid and how the contract/bid will be awarded (lowest responsible/qualified bidder for all work items versus individual work items; base bid and selected bid alternates versus base bid separate from bid alternates, etc.). It should also specify whether substitutes will be accepted and if scope of individual work elements can be modified.

In general, the *Instructions and General Conditions* section of the Bid Specifications should, at a minimum, address the following items:

- . Bid Opening Date
- . Number of days Bid must be held
- . Bid, Performance and Payment Bond/Security Requirements (*)
- . Contractor Insurance Requirements
- . Completion date and if liquidated damages occur for late completion
- . Terms of Payment to Contractor
- . Schedule of quantities/material list and Unit Costs
- . If Bid is for material or product supply, do not specify specific name brand WITHOUT also accepting "or approved equal". Also, specifications for a particular product or material being bid cannot be written in such detail so as to prevent an open and competitive bidding situation.

(*) Bonding requirements for all public works projects in Illinois are stipulated in the "Public Construction Bond Act" (30 ILCS 550/1 et.seq.) which states that every contractor on a public works project must provide to the satisfaction of the public agency *good and sufficient bond with adequate sureties to guarantee construction performance and payment of materials and labor used in such work.*

REMEMBER, the approved OSLAD grant project must be completed by the date specified in the Project Agreement. **There are no time extensions allowed.** The local agency should ensure that all bidders are aware of the expected completion date by specifying the expected project construction start date and completion date in the bid specifications package.

- 6) In certain instances, conditions may arise after work has begun that are beyond the control of the local agency and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders. If the change order involves 1) the total deletion of an identified project component, 2) the addition of a new component for which reimbursement will be sought or 3) exceeds \$10,000 (plus or minus) in value, the local agency must receive Illinois DNR approval in order to ensure grant eligibility is maintained **before** the change order is executed. Failure to obtain prior approval will result in the amount of the change order being disallowed. *For change orders in excess of \$10,000 (+/-) pursuant to Section 33E-9 of the Criminal Code of 1961, as amended) written assurance MUST BE provided to the Illinois IDNR by the local agency that such a change order was not reasonably foreseen at the time of initial construction contract execution.* Failure to comply is a Class 4 felony.

NO-BID PROCUREMENT & FORCE ACCOUNT (F.A.) LABOR GUIDELINES

- 1) Project construction can be completed by various means of procurement of material and equipment. For all Development projects, the local sponsor must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases. In addition, grant reimbursement can be provided for project construction completed using local agency in-house staff ("Force Account" labor).
- 2) Equipment rental necessary to complete in-house "Force Account" labor construction is eligible for grant reimbursement. **HOWEVER**, the value of donated material, labor and equipment to a project **IS NOT** grant eligible nor is the purchase of non-consumable items (tools, etc.) necessary to complete project work.
- 3) For in-house "Force Account" labor, the local sponsor shall maintain accurate time records and complete the appropriate time sheet summary form (attached) for reporting in-house "Force Account" labor necessary and reasonable for completing approved project components. This includes only those employees directly involved in project construction and any associated design work, construction supervision, and overall project record keeping and administration. The value of such labor shall reflect actual wages paid to each employee and may include fringe benefits. (Wages paid shall not be higher than those for persons on similar jobs within the local agency.) *Claims for clerical and administrative Force Account labor necessary for overall project record keeping and administration shall not exceed 2.5% of the total "direct" costs claimed for approved Force Account construction labor and "non-bid" material purchases (see item #5 below).*
- 4) For all small procurement (not required to be bid by state statute or local ordinance) material purchases, appropriate purchase orders and/or invoices and corresponding canceled checks must be recorded on the "Materials Itemization Sheet" (attached) according to each major project construction component for which the materials were purchased. (Warning! Keep in mind that the local sponsor must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for equipment/material purchases.)

Please contact the IDNR grant administrator assigned to your project if there are any questions regarding the completion of the forms mentioned in items #3 and #4 above.

- 5) Guidelines for billing claims involving Force Account (FA) labor for project architectural/engineering (A/E) and administrative services are as follows:
- At least 90% of project costs must be for "direct" construction costs,
 - Design and Construction Supervision Costs - $\leq 7.5\%$ of associated "direct" construction costs
 - Administrative/Clerical Support Costs - $\leq 2.5\%$ of "direct" FA & small procurement material costs

BILLING REQUIREMENTS

- 1) Billing requests for grant reimbursement may be processed each quarter until completion. Only costs incurred during the specified "project period" indicated on the Project Agreement and necessary to complete approved project components are eligible for grant reimbursement. Preliminary A/E costs for the project incurred prior to the start date are eligible. The Agreed Upon Procedures report conducted by a CPA firm is required for each reimbursement request.
- 2) The following documentation is required for **partial** reimbursements:
 - A) Development Billing Form or Combination Billing Form (forms enclosed).
 - B) Performance Report (form enclosed).
 - C) Agreed Upon Procedures Report from CPA firm **(including applicable schedules as shown on Attachments B & C)**. Costs claimed on the Development Project Billing Form must be reviewed and attested to by an independent CPA in accordance with the *Statement on Standards for Attestation Engagements* as established by the American Institute of Certified Public Accountants. The independent Attestation will be based on the Agreed Upon Procedures developed by IDNR and identified on Attachment A. If charging this expense to the grant, you must also submit an invoice and cancelled check.
- 3) The following documentation is required for the **final** reimbursement:
 - A) One copy of record (as-built) drawings (**drawings must be no larger than 11 X 17**).
 - B) Development Project Billing Form or Combination Project Billing Form containing original signatures. (forms enclosed)
 - C) Completed Project Performance Report. (form enclosed)
 - D) Agreed Upon Procedures Report from CPA firm **(including applicable schedules)**. Costs claimed on the Development Project Billing Form must be reviewed and attested to by an independent CPA in accordance with the *Statement on Standards for Attestation Engagements* as established by the American Institute of Certified Public Accountants. The independent Attestation will be based on the Agreed Upon Procedures developed by IDNR and identified on Attachment A. If charging this expense to the grant, you must also submit an invoice and cancelled check.
 - E) One photo of the sign acknowledging OSLAD grant assistance posted at the project site.

NOTES:

- The cost of having the independent attestation of the Project Billing may be claimed for grant reimbursement. Submit invoice from accounting firm and proof of payment.
- It is recommended that the CPA firm that conducts the Grantee's regular agency-wide audit be used for this purpose.

Information the Project Sponsor (grantee) will need to provide the CPA (auditor) in order to have the independent Billing Attestation (see Attachment A) efficiently completed according to the established "Agreed Upon Procedures":

- Copy of the signed Project Agreement including Exhibit B1 (which is this Implementation and Billing packet) and any amendments executed thereto;
- A "Schedule of Professional Services (A/E) and Publicly Bid Contracts". This is to include all A/E contracts, bid construction contracts, and bid material/equipment purchase contracts along with associated contract change orders (if applicable) issued pursuant to the approved OSLAD project for which grant reimbursement is claimed (**see Attachment B**);
 - The schedule should list the following: contractor or A/E firm name, project element completed by contract, contract amount and, if applicable, an itemized listing of any contract changes orders.
 - Proof of bid advertisement for all publicly bid construction and material/equipment purchase contracts. Copy of "Bid Tabulation" for each publicly bid construction and material/equipment purchase contract.
 - (If applicable) Justification for and proof of Board action, approving the awarding of any project construction and material/purchase contract to someone other than a low bidder.
- A "Schedule of Project Expenditures" incurred pursuant to the approved OSLAD grant project for which grant reimbursement is claimed. **The schedule shall list, at a minimum, information shown in the example on Attachment C.**
 - The "schedule/spread sheet" must contain a "certification statement" signed by the Grantee's chief fiscal officer and chief administrator / elected officer attesting to the accuracy of the information.
- Copy of applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases.

It is important to note that the information on Attachment B is different from the information requested with Attachment C. Attachment B only provides information on the professional services/publicly bid contracts. Attachment C provides all the payment information for this project, including for the contracts listed in Attachment B.

ATTACHMENT A

“Agreed Upon Procedures” for OSLAD Project Billing Attestation

Costs claimed for OSLAD grant reimbursement on the Development Cost Summary Statement (Development Project Billing Form) must be attested to by an independent CPA licensed in the State of Illinois. The attestation shall be completed in general accordance with the Statement on Standards for Attestation Engagements as established by the American Institute of Certified Public Accountants and based on the following “Agreed Upon Procedures” developed by the Illinois Department of Natural Resources.

Recommended “Agreed Upon Procedures” for attesting to the eligibility of the costs claimed on the *Development Project Billing Form* signed and attested to by the local project sponsor (grantee):

- Based on both 1) the “Schedule of Professional Services (A/E) and publicly bid Project Contracts” and 2) the “Schedule of Project Expenditures” provided by the local project sponsor (grantee) as supporting documentation for the *Development Project Billing Form*, perform the following procedures and provide a report detailing the results. **The report should include copies of the aforementioned schedules and the signed *Development or Combination Project Billing Form* provided by the local project sponsor (grantee).**
 - A. Verify that all contracts listed on the schedule were for work germane to the scope of the approved OSLAD project as described on the signed Project Agreement and any amendments thereto, and, with the exception of project professional services (A/E) contracts, were executed after the project start date indicated on the signed Project Agreement. Identify and report any exceptions.
 - B. With the exception of Professional Services (A/E) contracts, verify that the local project sponsor (grantee) has complied with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts, and equipment/material purchases. Identify and report any exceptions.
 - C. Verify that all publicly bid construction and material/equipment purchase contracts executed for the project were awarded to the low bidder. Identify and report any exceptions and attach written justification from local project sponsor (grantee) for their awarding any contract to someone other than the low bidder.
 - D. Verify that all change orders to the construction and material/equipment purchase contracts are germane to the approved OSLAD project scope and that any change orders of \$10,000 or more were approved by IDNR. Identify and report any noted exceptions and attach a copy of any change order noted as an exception.
 - E. Sample a minimum of 25% of the project expenditures listed on the “Schedule of Expenditures” (sample shall represent at least 50% of total project expenditure value) and trace to the local project sponsor’s accounting record system and verify the costs are germane to the project scope and, with the exception of project professional services (A/E fees), were incurred during the project period specified on the signed Project Agreement. Identify and report any noted exceptions.
 - F. If Force Account labor (use of project sponsor’s own staff to complete project construction) is listed/claimed on the “Schedule of Expenditures”, sample a minimum of 20% of the listed Force Account labor charges (minimum 35% of FA labor value) to determine if the charges are allowable and germane to the project scope AND can be traced to supporting Project Sponsor time keeping records. Identify and report any unsupported charges.

ATTACHMENT B

Schedule of Professional Services (A/E) and Publicly Bid Project Contracts *[Example Format]*

Grant Project #: _____

Firm Name	Project Element	Base Contract Amt	C. O. # and Amt	Total
John Doe & Associates	A/E services	\$10,500.00		\$10,500.00
		Professional Services (A/E) Subtotal:		\$10,500.00
Acme Paving Co.	Parking lot / Tennis & BB Court, & pathway paving	\$98,500.00	#1 - \$11,500.00	
			#2 - \$3,100.00	\$113,100.00
Fun Time Park Supply Co.	Playground Equipment, park benches, bleachers, etc	\$39,000.00		\$39,000.00
Park Structures, Inc.	(2) Pre-fab Park Shelters	\$28,000.00		\$28,000.00
MCDL Construction Co.	Install Playground & Shelter	\$32,500.00	#1 - \$ 900.00	
			#2 - \$1,800.00	
			#3 - \$2,300.00	\$37,500.00
Springdale Landscaping	Park Landscaping	\$24,200.00	#1 - \$1,200.00	\$25,400.00
SGS Concrete	Shelter Pad & walkways, etc.	\$9,500.00		\$9,500.00
		Publicly Bid Contracts Subtotal:		\$252,500.00
		GRAND TOTAL :		\$263,000.00

Note: This form should only show the professional services contracts and the publicly bid contracts; any change orders to those contracts; and the total contract amount.

- Subtotal the Professional Services
- Subtotal the Publicly Bid Contract
- Provide a Grand Total of all contracts shown

ATTACHMENT C

Schedule of Project Expenditures

[Example Format]

Grant Project #: _____

Vendor/Contractor Name	Project Element	Invoice Date and Number	Invoice Amount	Payment Check #	Amount	Amount Claimed for Grant Reimbursement	Total Reimbursement Amount
John Doe & Associates	A/E services	11111	\$5,000.00	12121	\$5,000.00	\$5,000.00	
Professional Services (A/E) Subtotal:							\$5,000.00
Acme Paving Co.	Tennis/BB court	22222	\$72,000.00	12122	\$64,800.00	\$64,800.00	
Fun Time Park Supply Co.	Bleachers	33333	\$8,841.00	12123	\$8,841.00	\$8,841.00	
Publicly Bid Contracts Subtotal:							\$73,641.00
Coyote Plumbing	Drinking fountains	44444	\$1,256.78	12124	\$1,256.78	\$1,256.78	
Non-Bid Contracts Subtotal:							\$1,256.78
Lowes	Lumber	900876	\$8,000.00	0001	\$8,000.00	\$8,000.00	
In-House "Force Account" Material/Supplies Subtotal:							\$8,000.00
ABC Accounting	Agreed Upon Procedures	55555	\$800.00	12425	\$800.00	\$800.00	
CPA Subtotal:							\$800.00
"Other" Category Subtotal:							\$0.00
<i>(Force Account Labor)</i> Employee Name or Code #	Job Description	Hours Claimed (1)	Hourly Wage		Total Wages	Amount Claimed for Grant Reimbursement	
Jane Doe (Employee #18)	Laborer	10	10		\$100.00	\$100.00	
In-House "Force Account" Labor Subtotal:							\$100.00
TOTAL PROJECT EXPENDITURE FOR THIS BILLING:							\$88,797.78

⁽¹⁾ Taken from Project Sponsor's time allocation records (time sheets)

I hereby certify that the costs shown on this "Schedule of Project Expenditures" are true and correct and based on actual expenditures by the Project Sponsor for the referenced OSLAD project; and that the costs are in accordance with provisions of the Illinois OSLAD grant program (17 IL Adm Code 3025).

CERTIFIED BY:

Name, Title & Date

Signature of Chief Administrator/Elected Official

ATTESTED BY:

(Signature of local agency's chief fiscal officer)

Note: This form should show **all project expenditures** including ones for the professional services contracts and the publicly bid contracts shown on Attachment B. The billing total on this page should match the "Total" amount on the Project Billing Form.

Optional OSLAD Billing Documentation Procedure

This billing method can only be used with prior written approval by the IDNR.

An optional project billing documentation procedure must be authorized by IDNR, on a case-by-case basis, for some rural communities and small-scale projects. **However, this alternate method of documenting a project billing may result in a delay in grant payment.** If the optional billing documentation procedure is approved by IDNR for a project, the following project cost support documents must be submitted, as applicable, in addition to items listed under the Billings Requirements on page 6, specifically #3 (A) (B) (C) & (E).

1) (Billing Claim for PUBLICLY BID and NON-BID construction contracts)

- Proof of bid advertisement from local newspapers (Bid contracts only); and
- Bid Tabulation for each project bid request.
- Signed contract (*) and change orders, if any, for each contractor;
- Copies of each contractor pay requests along with canceled check(s) or final lien waivers verifying proof of payment;

(*) only require cover page, signature page(s), and contract amount/description page(s).

2) (Billing Claim for non-bid small procurement material costs and in-house “Force Account” labor)

- Form FA: DOC-1 (In-House “Force Account” Material Cost Summary). **[Form attached]**

This form should be used if you purchased materials to be used on this project that were not purchased under a “non-bid” contract. Itemize all material purchases/costs by major project components, such as tennis court(s), picnic shelter(s), playground, ball fields, restroom buildings, parking, etc. For **each** major component list:

- a) the company/business for each material purchase;
- b) description of materials purchased, quantity, & the purchase order number; and
- c) payment check number and check amount. (Do not submit canceled check purchase orders, etc. to IDNR. These items should be kept with the grantees project file.)

- Form FA: DOC-2 (In-House “Force Account” Labor Summary). **[Form attached]**

For in-house “Force Account” labor claims, the sponsor must determine by corresponding time sheet records the amount of local agency labor attributed to each project component and tabulate on this form.

3) Contracted Project Design Work (architectural/engineering services)

- Copy of signed contract/agreement
- Copy of each pay request and canceled check verifying proof of payment

RECORD RETENTION / AUDIT REQUIREMENTS

A. Record Retention

As stipulated in the General Provisions of the grant Project Agreement, the local project sponsor (grantee) must maintain, for a minimum **three (3) year** period following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the Illinois IDNR and/or the State of Illinois, Auditor General, and the Attorney General for auditing at reasonable times. Failure by the grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

B. Audit Requirements

Local agencies receiving a cumulative total of \$500,000 or more in state OSLAD assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted as is generally required by 1) state law (65 ILCS 5/8-8-1 et seq. Or 55 ILCS 5/6-31001 et seq.) 2) by the grantee's own governing body, as applicable. A copy of the audit must be provided to IDNR, upon request, OR if any findings (irregularities) involving the OSLAD grant are reported in the audit.

The audit must be conducted by an independent public accountant, certified and licensed by authority of the State of Illinois and conducted in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA, 1985) Procurement of the necessary audit(s) is the responsibility of the local agency and can follow established local procurement procedures, provided those procedure promotes an open and competitive environment.

C. Audit Resolution

The grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the Illinois IDNR or its representative, the grantee shall be responsible for repayment of such costs.

How to complete a project billing:

- 1) Provide Attachments A, B, & C to your CPA to perform the Agreed Upon Procedures
- 2) Once Agreed Upon Procedures are complete do the following:
 - a. Complete the Project Billing Form (top):
 - i. Project Number = your grant number
 - ii. Project Billing # = is based on the number of times you have billed 1, 2, 3 etc. You must indicate if it is the final billing.
 - iii. Grantee Name = your organization name
 - iv. Project Title = the project name as indicated on the original application
 - v. Billing Period = when did the items you are seeking reimbursement on in this billing start and finish?
 - vi. Awarded Grant Amount = the total amount you were awarded at the beginning of the grant period
 - vii. Amount of Advance Payment = how much did you receive at the beginning of the project? (should be equal to $\frac{1}{2}$ of the awarded grant amount)
 - b. Project Billing Form – Costs Summary Statement:
 - i. A/E Fees = Should equal total from Attachment C
 - ii. Publicly Bid Construction Costs = Should equal total from Attachment C
 - iii. Non-Bid Construction Cost Categories:
 1. Hired (Non-Bid) = Should equal total from Attachment C
 2. Force Account Materials/Supplies = Should equal total from Attachment C
 3. Force Account Labor = Should equal total from Attachment C
 - iv. CPA Costs = Should equal total from Attachment C
 - v. Other = Should equal total from Attachment C
 - c. TOTAL = total of all items above
 - d. Minus Advance Payment = Subtract out the amount of the advance payment as shown in vii above.
 - e. Minus Initial Grantee Match = Grantee must expend amount equal to the advance payment shown in vii above if funded at a 50% level or a smaller amount if funded at the 90% level. At 90% on your initial 10% match is required.
 - f. Sub-total = Subtract d. & e. from c.
 - g. Current Costs Allowable for Reimbursement = the remaining amount can then be divided depending on the funding level (50% or 90%) and that is the amount that should be shown here.
 - h. Local Cost Share = is any amount remaining after subtracting g. from f.
- 3) Project Performance Report
 - a. Completely fill in the top 4 lines using the information from the Project Billing Form
 - b. Concise / Quantified Description of Completed Project or Portions Completed to Date = using the original project narrative provided in the application, explain what on the project has been worked on and how much of it is finished. Completely describe the work done under this billing.

- c. General Cost Breakdown of Completed Major Project Components = using the OS/DOC-4 from your original application:
 - i. Approved Project Component = #4 from the OS/DOC-4
 - ii. Quantity = how many did you use
 - iii. Estimated Costs = #6 from the OS/DOC-4
 - iv. Actual Costs = what did this actually cost
 - v. Totals = Estimated Costs should total what was on the OS/DOC-4 while Actual Costs may vary from that figure, add the column.
- 4) In-House “Force Account” Project Material Cost Summary
- a. Separate forms should be created for each major project component
 - b. This form should show all supplies and materials purchased by you the Project Sponsor to be used on this project either by Bid Contracted Labor, Non-Bid Contracted Labor, or your own In-House “Force Account” labor.
 - c. The forms should total the amount shown on the Project Billing Form under In-House “Force Account” Material/Supplies
- 5) In-House “Force Account” Project Labor Summary
- a. This form should show all employee labor provided by you the Project Sponsor that was used on this project to complete it.
 - b. The form should include the following information:
 - i. Employee Name
 - ii. Employee Number
 - iii. Job Description/Title
 - iv. Number of Hours Worked on this project
 - v. Hourly Wage
 - vi. Total Wages Claimed
- 6) What to send to IDNR:
- a. Project Billing Form (2 pages)
 - b. Project Performance Report
 - c. CPA Agreed Upon Procedures
 - d. Attachment A
 - e. Attachment B
 - f. Attachment C
 - g. In-House “Force Account” Project Material Cost Summary (if needed)
 - h. In-House “Force Account” Project Labor Summary (if needed)
 - i. CPA Invoice and copy of cancelled check (front & back) if reimbursement requested
 - j. Photo of OSLAD sign at the site (if a final billing)

STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT PROGRAM

PROJECT BILLING FORM

Project #: _____ Project Billing #: _____

Grantee Name: _____

Project Title: _____ Billing Period: _____ to _____
Month/Year Month/Year

Awarded Grant Amount: _____ Amount of Advance Payment: _____

Note: The ***first*** reimbursement request submitted should include all expenditures paid for with the advance payment plus Grantee's 50% match and any eligible costs beyond.

COSTS SUMMARY STATEMENT

Cost Category		Expenditures
Architectural/Engineering Fees (A/E = 15.25% max – for entire project)		
Publicly Bid Construction Costs		
Non-Bid Construction Cost Categories	Hired (Non-Bid) Construction Costs	
	In-House “Force Account” Material/Supplies	
	In-House “Force Account” Labor	
CPA Costs (attach copy of invoice & proof of payment)		
Other (Specify)		
TOTAL:		
Minus Advance Payment:		
Minus Initial Grantee Match:		
SUB-TOTAL:		
Current Costs Allowable for Reimbursement (50% or 90%): OR Balance of Grant Award:		
Local Cost Share		

PROJECT BILLING FORM – PAGE 2

GRANTEE: _____

I do hereby certify that this Billing is correct and just and based upon actual payment(s) of record by the participant local unit of government and that the completed work and services or purchases are in accordance with provisions of the Illinois Open Space Lands Acquisition and Development Grants Program (17IL Adm Code 3025 pursuant to 525 ILCS 35/1 et. Seq.) and the signed Project Agreement, including amendments thereto, with the Illinois Department of Natural Resources.

BY: _____

(Signature)

NAME: _____

TITLE: _____

AGENCY: _____

DATE: _____

ATTESTED BY: _____

(Signature)

(Title)

APPROVED

**Department of Natural Resources
Division of Grant Administration**

By: _____

Service Dates: _____

Effective 3/2019

IL Department of Natural Resources
"Open Space Lands Acquisition & Development Grant Program"

PROJECT PERFORMANCE REPORT

Project #: _____

Project Sponsor: _____

Project Title: _____

Time Period: _____

CONCISE / QUANTIFIED DESCRIPTION OF COMPLETED PROJECT or PORTIONS COMPLETED TO DATE

This description should describe all of the project components completed to date according to the approved project description.

--

GENERAL COST BREAKDOWN OF COMPLETED MAJOR PROJECT COMPONENTS

Approved Project Component	Quantity	Estimated Cost	Actual Costs
TOTALS:			

Actual Costs Total should match the Total on the Project Billing Summary

Prepared by: (signature) _____

Title: _____ Date: _____

**IN-HOUSE “FORCE ACCOUNT” PROJECT MATERIAL COST
SUMMARY**
(Itemized by major project components)

Major Project Component: _____
(tennis courts, ball fields, trails, parking, etc.)

(MATERIALS ITEMIZATION SHEET)

PAGE _____ OF _____

PROJECT # _____

PROJECT SPONSOR _____

PROJECT TITLE _____

FIRM	MATERIAL ITEM	QUANTITY	PURCHASE ORDER NUMBER	CHECK NUMBER	CHECK AMOUNT	AMOUNT CLAIMED FOR REIMBURSEMENT
			#	#	\$	\$
			#	#	\$	\$
			#	#	\$	\$
			#	#	\$	\$
			#	#	\$	\$
			#	#	\$	\$
			#	#	\$	\$
			#	#	\$	\$
			#	#	\$	\$
			#	#	\$	\$
			#	#	\$	\$

TOTAL: \$

IL Department of Natural Resources
FA:DOC - 1

I hereby certify that the above is true and correct and all materials were
used exclusively on the referenced project.

_____ (Name)

_____ (Title)

_____ (Date)

IN-HOUSE "FORCE ACCOUNT" PROJECT LABOR SUMMARY

PAGE _____ OF _____

PROJECT #: _____

PROJECT SPONSOR: _____

PROJECT TITLE: _____

Pay Periods from _____ to _____

EMPLOYEE(S) NAME	EMPLOYEE #	JOB DESCRIPTION / TITLE	HOURS WORKED ON PROJECT (A)	HOURLY WAGE	TOTAL WAGES CLAIMED
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

A) From local agency time allocation records

TOTAL \$ _____

I hereby certify that the above is true and correct and that all claims for employee wages were for labor spent on the referenced project.

Supervisor's Signature

Title

IL Department of Natural Resources
FA: DOC-2

DATE: _____

Development Project Status Report
(Reports due January 1st, April 1st, July 1 and October 1st)
Failure to submit a status report will result in no reimbursement.

Project #: _____ Project Sponsor: _____
Project Title: _____
Project SITE: _____ Congressional Dist: _____ Legislative (Senate) Dist: _____ Representative (House) Dist: _____
DNR Grant Administrator: _____

Check appropriate box:

☐ If applicable, currently addressing environmental requirements listed on the CERP form.
Archaeological survey required, date submitted: _____ OR anticipated date of submittal: _____
Wetland development plans required, date submitted: _____ OR anticipated date of submittal: _____

☐ Project currently in design stage. Anticipated bid advertisement date: _____
All necessary construction permits secured: ☐ Yes ☐ No (If no, describe on back of page what permits are still needed and their status)
Playground plans submitted to DNR for review & approval ☐ Yes ☐ No ☐ N/A
Force Account Labor being used, Form FA DOC-1 submitted to DNR - ☐ Yes ☐ No ☐ N/A

☐ Draft Bid Documents include compliance requirement that contractors pay State Prevailing Wages.
Prevailing Wage Act (820 ILCS 130/0.01-12) ☐ Yes ☐ No (If no, explain non-compliance on back of page) This question must be answered before project can be "out to bid".

☐ Project currently out to bid or bids received
Anticipated construction start date: _____ Anticipated completion date: _____

☐ Project under construction (approx. percentage completed) ☐ < 25% ☐ 25% ☐ 50% ☐ 75% ☐ 90%
(provide brief description of work completed and remaining to be done)

☐ Project construction complete. Anticipated Final Billing submittal date: _____

For July 1 Status Report only, dollar amount of incurred costs from **date of award** to present. Incurred costs represent actual payments made by the sponsor that have not yet been billed to the State. \$ amount _____.

Comments

Prepared by: _____ Date: _____

Mail to: IDNR, Division of Grant Administration, One Natural Resources Way, Springfield, IL 62702
FAX: 217/558-4192 Email: dnr.grants@illinois.gov

Dev. Project Status Report (12-10-14)

OSLAD Grant Program General Project Data

Form OS/DOC-1
(Page 1 of 2)

1. **Applicant (Sponsor) Legal Name:** City of Aurora, IL
2. **Project Title:** Increasing Public Use of Wilder Promenade
3. **Applicant Executive Officer** **Applicant Contact Person**

Name: <u>Richard C. Irvin</u> Title: <u>Mayor, City of Aurora</u> Address: <u>44 E. Downer Place</u> City, State, Zip: <u>Aurora, IL 60505</u> Phone #: <u>630-256-3010</u> Email Address: <u>mayoroffice@aurora-il.org</u>	Name: <u>Trevor Dick</u> Title: <u>Director of Development, City of Aurora</u> Address: <u>5 S. Broadway</u> City, State, Zip: <u>Aurora, IL 60505</u> Phone #: <u>630-256-3100</u> Email Address: <u>tdick@aurora-il.org</u>
--	--
4. **Project Type:** ☐ Acquisition ☒ Development ☐ Combination (development project involving a land donation)
5. **County Location:** Kane **Township Location:** Aurora
6. **Federal Congressional District #** 11th **IL Senate Dist. #** 42nd **IL Representative Dist. #** 83rd
7. **Population in Applicant's Jurisdiction:** 201,000
8. **Current "Equalized Assessed Valuation" Total for Local Sponsor Jurisdiction:** \$ 3,470,093,810
9. **Applicant's Annual Operating Budget:** \$ 417,941,910
10. **Concise Description of the Proposed Project:** (USE ALLOCATED SPACE ONLY, DO NOT ATTACH ADDITIONAL SHEETS)
(Be sure to indicate size/acreage of project site)

This upgrade to Wilder Promenade will convert a passive use -- and little used -- 1.3-acre park along the Fox River in downtown Aurora into a site used regularly for farmers markets, art shows and community fests; where crowds can relax and enjoy the music from shows across the river at Aurora's RiverEdge Park concert venue; where people can ooh and aah at Aurora's 4th of July Fireworks show along the river; and a trailhead for bikers and hikers along the Fox River Trail.

11. (ACQUISITION PROJECT)	(estimated costs)	12. (DEVELOPMENT PROJECT)	(estimated costs)
Acquisition Costs	\$ _____	Construction Costs	\$ <u>660,000</u>
Relocation Costs	\$ _____	A/E Design Fees	\$ <u>75,000</u>
Appraisal Costs	\$ _____	Archaeological Survey Costs	\$ <u>2,500</u>
Archaeological Survey Costs	\$ _____	CPA Report Costs	\$ <u>2,500</u>
TOTAL ACQ. COSTS	\$ _____	TOTAL DEV. COSTS	\$ <u>740,000</u>
Grant Amt. Requested (50% or 90%)	\$ _____	Grant Amt. Requested (50% or 90%)	\$ <u>365,000</u>
	(\$750,000 maximum)* (round to nearest hundred)		(\$400,000 maximum)* (round to nearest hundred)

13. **(COMBINATION PROJECT)** Complete and add together totals for both #9 and #10 above -- Enter total on line below:
Total Grant Amount Requested \$ _____

(\$400,000 maximum)*
(round to nearest hundred)

(*) For county and municipal jurisdictions exceeding 2.0 million residents see the OSLAD manual for grant limits

OSLAD Grant Program General Project Data

Form OS/DOC-1

(Page 2 of 2)

14. Source(s) of Local Matching Funds:
- | | |
|-------------------------------------|-------------------------------|
| <input checked="" type="checkbox"/> | General Funds |
| <input type="checkbox"/> | Non-Referendum Bonds |
| <input type="checkbox"/> | Referendum Bonds (date) _____ |
| <input type="checkbox"/> | Donations (specify) _____ |
| <input type="checkbox"/> | Other (specify) _____ |

(Read instructions on page ____ before completing)

- 14a. Total Public Park / Open Space Acreage Available
Within Applicants Jurisdictional Boundaries:

2038 * acres

- 14b. Amount of Public Parkland / Open Space
Acreage Shown in 14a That is Owned
and/or Leased by Applicant:

530 acres owned _____ acres leased

* NOTE: Attach legible map showing location of ALL public parkland within applicant's jurisdictional boundaries. This includes any other local unit of government's park sites within your boundary. For each park site, indicate name, size, rec. facilities available, and whether utilized as "community", "neighborhood" or other type classification park.

15. If Applicable, Indicate Specific Goal or Standard Adopted by Applicant for Amount of Local
Open Space / Park Acres per 1,000 Population Within Jurisdiction.

10 acres/1,000 Population *

* Must submit page(s) from local plan or ordinance to substantiate the stated goal or standard.

16. Existing Supply of Proposed Project Facilities:

For each major recreation facility planned for development IN THE PROPOSED PROJECT (see listing below) show existing supply/quantities of such facilities currently available for public use within the jurisdictional boundaries of the project sponsor.

	(existing # w/in jurisdiction)		(existing # w/in jurisdiction)
CAMPING & PICNIC FACILITIES		TRAILS (# of miles to nearest 1/10 mi.)	
Picnic Shelters	NA	Hiking/walking/multi-use	0.25
Tent Camp Sites (primitive)	NA	Nature interpretive	NA
Trailer/Camper Sites	NA		
SPORTS FIELDS & PLAY AREAS		WATER FACILITIES	
Baseball Fields	NA	Spraygrounds	NA
Softball Fields	NA	Swimming Pool	NA
Soccer Fields	NA	Swimming Beach	NA
Football Fields	NA	(Linear Feet of Waterfront)	
Lacrosse or Cricket Fields	NA	Boat Launch Ramps	NA
Tennis Courts	NA	Fishing Piers	NA
Pickleball Courts	NA		
Basketball Courts	NA	WINTER RECREATION FACILITIES	
Volleyball Courts	NA	Ice Rink	NA
Running Track	NA	Other:	NA
Playgrounds	NA		
In-line Skating Rinks/Courts	NA	OTHER	
Skate Parks	NA	Dog Parks	NA
		Fitness Stations (#)	NA
		Amphitheater/Bandshell	NA
GOLF COURSES (# of holes)		INTERPRETIVE CENTERS	
Frisbee Golf	NA		

17. List any Other State or Federal Grant Funds Involved in the Proposed Project, Previous or Anticipated: (N/A if None)

N/A

OSLAD Grant Program Development Cost Estimate Data

Form OS/DOC-4

1. Applicant (Sponsor) Legal Name: City of Aurora, IL
2. Project Title: Increasing Public Use of Wilder Promenade
3. Acquisition Development X

Note: Acquisitions Projects – complete items #4 and #6 below as they pertain to future development.

4. DEVELOPMENT PROJECT COMPONENT	5. UNIT AMT.	6. ESTIMATED COSTS
Restroom/Concessions Building	1	\$200,000
Concrete Curb Removal (foot)	700	\$7,000
Roadway Removal (square feet)	18,000	\$18,000
Utility Relocation (linear feet)	300	\$150,000
Retractable Bollards	10	\$7,000
Rough Grading	1	\$25,000
Crosswalk Improvements	4	\$4,000
Permeable Pavers (square foot)	15,000	\$135,000
Bioswale Construction (square feet)	3,000	\$27,000
Landscaping – trees, perennials, shrubs, sod	1	\$39,000
Playground	1	\$26,000
Bag Toss Court	1	\$5,000
Picnic Shelter	1	\$10,000
Lighting	7	\$7,000
CPA Report Cost		\$2,500
A/E Design Fees (<15.25% of construction cost)		\$75,000
Potential Archaeological Survey *		\$2,500
TOTAL ESTIMATED COST:		\$740,000

NOTE: Donated labor and material are not eligible for reimbursement.

- (*) Projects approved for OSLAD funding may require the completion of an archaeological reconnaissance survey on the project site. Estimated cost for such a survey may be included in the project budget. The requirement of a survey will not be an allowable reason to extend any project ending date.

7. Provide a quarterly expenditure schedule for the grant funds to the best of your knowledge or ability. Use quarterly time increments. Example: Year 1, Quarter 1 = \$10K (engineering fees). The project sponsor is not bound to this schedule and revisions can be made during the course of the project as necessary.

WILDER PROMENADE

INCREASING PUBLIC USE OF WILDER PROMENADE

REVISED 4.28.2019



UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Agency Completed Section

1. Type of Submission: Pre-application ☒ Application ☐ Change/Corrected Application ☐
2. Type of Application: New ☒ Continuation (i.e. multiple year grant) ☐ Revision (modification to initial application) ☐
3. Completed by State Agency upon Receipt of Application

Date Received by State: _____ Time Received by State: _____

4. Name of the Awarding State Agency: Illinois Department of Natural Resources

5. Catalog of State Financial Assistance (CSFA) Number: _____

6. CSFA Title: _____

Catalog of Federal Domestic Assistance (CFDA)

☒ Not Applicable

7. CFDA Number: _____

8. CFDA Title: _____

9. CFDA Number: _____

10. CFDA Title: _____

Funding Opportunity Information

11. Funding Opportunity Number: _____

12. Funding Opportunity Title: _____

13. Funding Opportunity Program Field: _____

Funding Opportunity Information

☐ Not Applicable

14. Competition Identification Number: _____

15. Competition Identification Title: _____

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Applicant Completed Section

Applicant Information

16. Legal Name (Name used for Data Universal Number System (DUNS) registration and grantee pre-qualification):

City of Aurora, IL

17. Common Name (Doing Business As-DBA): City of Aurora, IL

18. Employer/Taxpayer Identification Number (EIN, TIN): 366005778

19. Organizational Data Universal Number System (DUNS) Number: 074582131

20. Federal System for Award Management Commercial And Government Entity Code (SAM Cage Code): 074582131

21. Business Address:

Street: 44 E. Downer Place

City: Aurora

State: IL County: Kane

Zip+4: 60505-3302

Applicant's Organization Unit

22. Department Name: Department of Development Strategy and Facilitation

23. Division Name:

Applicant's Name and Contact Information for Person to be Contacted for Program Matters Involving this Application

24. First Name: Trevor 25. Last Name: Dick 26. Suffix:

27. Title: Director of Development Strategy and Facilitation

28. Organizational Affiliation: City of Aurora, IL

29. Telephone Number: 630-256-3100

30. Fax Number:

31. E-mail Address: tdick@aurora-il.org

Applicant's Name and Contact Information for Person to be Contacted for Business/Administrative Office Matters Involving this Application

32. First Name: Linda 33. Last Name: Read 34. Suffix:

35. Title: Assistant Director of Finance, City of Aurora

36. Organizational Affiliation: City of Aurora

37. Telephone Number: 630-256-3511

38. Fax Number:

39. E-mail Address: lread@aurora-il.org

Areas Affected

40. Areas Affected by the Project (cities, counties, state-wide):

City of Aurora, Kane County, DuPage County, Kendall County, Will County

41. Legislative and Congressional Districts of Applicant:

11th Congressional District; 42nd Illinois Senate; 83rd Illinois House

42. Legislative and Congressional Districts of Program/Project:

11th Congressional District; 42nd Illinois Senate; 83rd Illinois House

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

Applicant's Project	
----------------------------	--

43. Description Title of Applicant's Project (Text only for the Title of the Applicant's Project):

Increasing Public Use of Wilder Park

44. Proposed Project Term:

Start Date: May 1, 2019

End Date: April 30, 2021

45. Estimated Funding (include all that apply):

☐ Amount Requested from the State: \$365,000.00

\$365,000.00

<input type="checkbox"/> Applicant Contribution (e.g., in kind, matching):	\$375,000.00
--	--------------

\$375,000.00

☐ **Local Contribution:**

☐ Other Source of Contribution:

☐ Program Income:

Applicant Certification:

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 218, Section 1001)

(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity.

☒ I Agree

Authorized Representative

46. First Name: Trevor 47. Last Name: Dick 48. Suffix:

49. Title: Director of Development Strategy and Facilitation

50. Telephone Number: 630-256-3100 51. Fax Number:

52. E-mail Address: tdick@aurora-il.org

53. Signature of Authorized Representative:

01/07/2019

Date Signed - Authorized Representative:



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Natural Resources

Organization Name: City of Aurora, IL

Notice of Funding
Opportunity (NOFO) Number: 970-581

Data Universal Number System (DUNS) Number (enter numbers only) : 074582131

Catalog of State Financial Assistance (CSFA) Number: 42-11-0970

CSFA Short Description: 2019 OSLAD

Section A: State of Illinois Funds

Fiscal Year: 01/01/2019

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	365,000.00
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Service)	200.459	\$	80,000.00
8. Construction		\$	285,000.00
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)			
16. Total Direct Costs (add lines 1-15)	200.413	\$	365,000.00
17. Total Indirect Costs	200.414	\$	
Rate %: <input style="width: 150px;" type="text"/>			
Base: <input style="width: 150px;" type="text"/>			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	365,000.00

Instructions
found at end of
document.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of Aurora, IL

NOFO Number: 970-581

Section B: Non-State of Illinois Funds

Fiscal Year: 01/01/2019

REVENUES			Total Revenue
Grantee Match Requirement %:	(Agency to Populate)		
b) Cash		\$	375,000.00
c) Non-Cash		\$	
d) other Funding and Contributions		\$	
Total Non-State Funds (lined b through d)		\$	375,000.00

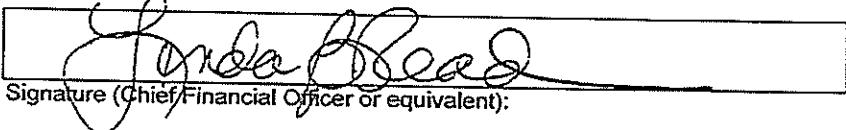
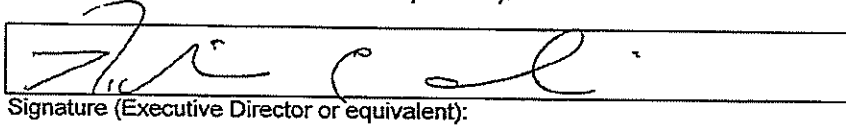
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Services)	200.459	\$	
8. Construction		\$	375,000.00
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	375,000.00
17. Total indirect Costs	200.414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	375,000.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: <u>City of Aurora, IL</u>		NOFO Number: <u>970-581</u>
Data Universal Number System (DUNS) Number (enter numbers only) : <u>074582131</u>		Fiscal Year: <u>01/01/2019</u>
Catalog of State Financial Assistance (CSFA) Number: <u>422-11-0970</u>	CSFA Short Description: <u>2019 OSLAD</u>	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

City of Aurora, Illinois Institution/Organization Name:	City of Aurora, Illinois Institution/Organization Name:
Assistant Director of Finance Title (Chief Financial Officer or equivalent):	Mayor Title (Executive Director or equivalent):
Linda Read Printed Name (Chief Financial Officer or equivalent):	Richard C. Irvin Printed Name (Executive Director or equivalent):
 Signature (Chief Financial Officer or equivalent):	 Signature (Executive Director or equivalent):
September 26, 2018 Date of Execution (Chief Financial Officer):	September 26, 2018 Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--
Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
CPA Report Costs	CPA Report	\$2,500.00		1	\$2,500.00	Add
						Delete
A/E Design Costs	A/E Designs	\$75,000.00		1	\$75,000.00	Add
						Delete
Archaeological Survey	Archaeological Survey	\$2,500.00		1	\$2,500.00	Add
						Delete
State Total					\$80,000.00	
						Add
						Delete
NON-State Total						
Total Consultant Services (Fees)					\$80,000.00	

Consultant Services Narrative (State):

Consultant Services Narrative (Non-State):

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Consultant Expenses							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Expenses Narrative (State):

The IDNR OSLAD grant will cover the costs of consultant services. At this time, no consultants have been engaged. The City of Aurora is waiting to find if it is successful with the grant before hiring consultants.

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
Construct Bioswale to control runoff into Fox River	Install 2 bioswales for runoff from park to River	\$27,000.00	Add Delete
Grading work for plantings, bioswale, other areas	Grading for elements of new Wilder Promenade	\$25,000.00	Add Delete
Development of site - playground, environmental work	Install playground, plants, environmental elements	\$233,000.00	Add Delete
State Total		\$285,000.00	
Restroom/Concession building w/Observation Deck	2,000-sq.-ft. building for restrooms/concessions	\$200,000.00	Add Delete
Burying utility lines	Bury 300 linear feet of utility lines on-site	\$150,000.00	Add Delete
Roadway Removal	Remove street that now divides park into 2 spaces	\$18,000.00	Add Delete
Concrete Curb Removal	Remove curbing along existing street	\$7,000.00	Add Delete
Non-State Total		\$375,000.00	
Total Construction		\$660,000.00	

Construction Narrative (State):

State funding would be used to: create a pair of bioswales on the Wilder Promenade site, to control runoff from the park into the Fox River. Bioswales would encompass about 3,000 square feet; plant trees and shrubs; create a play area, including baggoss court; install permeable pavers and other elements to improve environment

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")

City of Aurora matching funds would be used to create a Restroom and Concessions area, with an observation deck on the upper level overlooking the Fox River. Other construction work will include removing the existing 1-block-long paved street which divides the park into two sections, removal of the curbs along the street, and burying the existing utility lines on the park site.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services			
7. Consultant (Professional Services)	\$80,000.00		\$80,000.00
8. Construction	\$285,000.00	\$375,000.00	\$660,000.00
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$365,000.00		
Non-State Amount		\$375,000.00	
TOTAL PROJECT COSTS			\$740,000.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: City of Aurora, IL

Notice of Funding
Opportunity (NOFO) Number: 970-581

Data Universal Number System (DUNS) Number (enter numbers only) : 074582131

Catalog of State Financial Assistance (CSFA) Number: 42-11-0970

CSFA Short Description: 2019 OSLAD

Fiscal Year(s): 2019

Initial Budget Request Amount: \$ 365,000

Prior Written Approval for Expense Line Item: _____

Statutory Limits or Restrictions: _____

Checklist: _____

Final Budget Amount Approved: _____

Ann Fletcher

Program Approval Name

Ann Fletcher

Program Approval Signature

5/8/19

Date

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

Budget Revision Approved: _____

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.