

**KENDALL COUNTY FOREST PRESERVE DISTRICT**  
**MEETING AGENDA**  
**TUESDAY, APRIL 18, 2023**  
**9:00 AM**  
**KENDALL COUNTY OFFICE BUILDING - ROOMS 209 & 210**

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Roll Call:  
Brian DeBolt (President), Ruben Rodriguez (Vice President), Seth Wormley (Secretary), Scott Gengler, Jason Peterson, Zach Bachmann, Elizabeth Flowers, Matt Kellogg, Dan Koukol, and Brooke Shanley
- V. Approval of Agenda
- VI. Public Comments
- VII. **(1) CONSENT AGENDA**
- A. Approval of Minutes
- Kendall County Forest Preserve District Finance Committee Meeting of March 30, 2023
  - Kendall County Forest Preserve District Commission Meeting of April 5, 2023
- B. <sup>(1)</sup> Approval of Claims in the Amount of \$18,160.52
- C. <sup>(1)</sup> MOTION: Approval of an Increased Hourly Pay Scale Differential of \$10 per hour to District Non-Exempt Staff Members Extending Facility and Events Attendant Support of Weddings and Similar Functions Held at Meadowhawk Lodge, the Pickerill Estate House, and Ellis House
- D. <sup>(1)</sup> MOTION: Approval of Stipend Payments for District Exempt Staff Members Extending Facility and Events Attendant Support of Weddings and Similar Functions Held at Meadowhawk Lodge, the Pickerill Estate House, and Ellis House in the Amount of \$100.00 per Function (Lead Role: Full Event Support Extended), or \$50.00 per Function (Supporting Role: Partial Event Support Extended)
- E. <sup>(1)</sup> MOTION: Approval of a Letter of Engagement from Mack & Associates, P.C. for Auditing and Billing Statement Certifications for the District's Illinois Department of Natural Resources - PARC Grant #21-114 for an amount Not-to-Exceed \$1,500.00
- VIII. **OLD BUSINESS**
- No items posted for consideration.*
- IX. **NEW BUSINESS**
- A. <sup>(1)</sup> MOTION: Approval of Grant Agreement No. OS-23-2290 between the State of Illinois – Department of Natural Resources and the Kendall County Forest Preserve District in the Amount of \$600,000.00, including a District Matching Fund Commitment of \$814,300.00 for Completion of the Subat Nature Center Project
- B. <sup>(1)</sup> MOTION: Approval of the State of Illinois Funding Distribution – Advance Payment Agreement for Grant Agreement No. OS-23-2290 Accepting a 50% Advance Payment of the \$600,000.00 OSLAD Grant, Including a 2-Year Term Limitation for Fully Expending or Legally Obligorating the Advanced Payment of Grant Funds
- X. Committee Chairman Reports: Seth Wormley (Finance) and Dan Koukol (Operations)
- XI. Public Comments
- XII. Executive Session
- XIII. **OTHER ITEMS OF BUSINESS**
- XIV. Adjournment

*(1) Requires affirmative vote of the majority of those elected (6) for passage (KCFPD Rules of Order Section I.G.3.b.v.a)*

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
FINANCE COMMITTEE MEETING MINUTES  
MARCH 30, 2023**

**I. Call to Order**

Chairman Wormley called the meeting to order at 5:09 pm in the Kendall County Administration Building, Rooms 209 and 210.

**II. Roll Call**

	Bachmann		Koukol
X	DeBolt		Peterson
	Flowers		Rodriguez
	Gengler	X	Shanley
X	Kellogg (adjourned from the meeting at 5:40 pm)	X	Wormley

Commissioners DeBolt, Kellogg, Shanley, and Wormley were all present.

Commissioner Kellogg left the meeting at 5:40 pm and did not return.

**III. Approval of Agenda**

Commissioner Shanley made a motion to approve the meeting agenda as presented. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

**IV. Public Comments**

No public comments were offered from citizens present.

**V. Motion to Forward Claims to Commission for Approval**

Commissioner Shanley made a motion to forward the claims list to Commission. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

**VI. Capital Fund Balances and Review and Eligible Expenses (Fund 1907 (Capital); 1908 (FRB-RTP); 1910 (Land-Cash); 1913 (IDNR-PARC), and 1914 (ARPA))**

Director Guritz presented an overview of the funds available within the District’s capital funds.

Latreese Caldwell provided guidance on the limitations for the expenditures of ARPA funds. ARPA Funds can be used for:

Latreese Caldwell reported that she had sent out information on the Final Rule related to allowable and eligible uses of ARPA funds including the enhancement and revitalization of outdoor spaces including:

Investments in improving outdoor spaces.

Promote improved health and safety outcomes such as parks, green spaces, recreational facilities, sidewalks, pedestrian safety features including crosswalks, projects that increase access to healthy foods, streetlights, neighborhood cleanup and other projects to revitalize public spaces.

Director Guritz emphasized that ARPA funds can be used to revitalize public spaces. Director Guritz reported that funds are being used for staffing, and for projects to revitalize the public space infrastructure within forest preserve areas, including improvements of multi-use trails, shelter roof replacements, trail boardwalk reconstruction, and similar projects to improve public access and safety, and to revitalize public use areas.

Antoinette White confirmed use of ARPA funds towards these and other preserve improvement projects.

#### **OLD BUSINESS**

*No items posted for consideration*

#### **NEW BUSINESS**

##### **A. Pickerill-Pigott Estate House – Construction Updates**

###### **I. Construction Project Updates – Field Report #12**

Director Guritz and President DeBolt presented construction updates for the Pickerill-Pigott Estate House.

###### **II. MOTION: Approval of a Motion to Forward Change Order #005, including an Increase in the Lite Construction Contract #19-1250 Increase of \$13,483.00 to Commission and the Illinois Department of Natural Resources for Approval**

Director Guritz presented the final Change Order #005 received from Kluber Architects for the Lite Construction contract. The net result following approval will be a \$13,483.00 contract increase, with the project's contingency funds depleted.

Commissioner DeBolt made a motion to forward Change Order #005 to Commission for approval. Seconded by Commissioner Shanley. Aye, all. Opposed, none.

###### **III. Review of HRH Clean Fill, Topsoil, and Site Grading Proposal**

The Finance Committee discussed the HRH topsoil delivery and site grading proposal. Director Guritz stated he would sign off on the estimated \$1,750 in cost for topsoil delivery, and \$2,000 cost for final grading work.

###### **IV. Review of the Four Seasons Landscaping Proposal**

The Finance Committee reviewed the Four Seasons Landscaping proposal. Commissioner DeBolt made a motion to forward the Four Seasons Landscaping Proposal to Commission for approval. Seconded by Commissioner Shanley. Aye, all. Opposed, none.

###### **V. Review of Billing Statement #1 – FY21 INDR-PARC Grant**

Director Guritz reviewed the remaining landscaping and grading proposals from HRH and Four Seasons, and materials allowance to be purchased by the District..

Commissioner Kellogg left the meeting at 5:40 pm.

**B. Village of Minooka Request – FY24 IDNR OSLAD Grant Concept Discussion**

The Finance Committee discussed a request from the Village of Minooka to jointly apply for a FY24 OSLAD grant in order to acquire parcel numbers 09-15-300-022 (Baker Woods Addition - 32.2-acres +/-) and 09-34-300-008 (Zavala Parcel - 5.0-acres +/-) from The Conservation Foundation.

As part of the acquisition model, the grant would cover the District's \$90,000.00 anticipated cost for the 32-acre Baker Woods addition, and the Village of Minooka's acquisition cost for the Zavala parcel would be reduced from \$475,000 plus closing costs to approximately \$128,000 plus closing costs.

The Finance Committee gave direction to set up an initial meeting with President DeBolt and Minooka Village President Offerman.

**OTHER ITEMS OF BUSINESS**

**A. FY22 Audit Progress Report**

Director Guritz reported that presentation of the Mack & Associates audit had been pushed back to the April Committee of the Whole meeting.

**B. FY23 IDNR-OSLAD Grant – Subat Nature Center – Notification of State Award**

Director Guritz presented information submitted to the State in order to develop the final grant agreement based on the District's OSLAD application.

**C. Wesley Hughes Estate**

The Finance Committee discussed the estate contribution. District representatives plan to attend the upcoming hearing scheduled at the Kendall County Courthouse for April 6 at 9 am. The Finance Committee discussed the form of contribution to be received. The estate portfolio includes municipal bonds that will carry a higher value at maturity if the funds can be temporarily held in trust by a registered not-for-profit for the District until the bonds mature.

Commissioner DeBolt made a motion to request an opinion from the Kendall County State's Attorney's Office to determine whether the District is able to enter into an agreement with the Forest Foundation of Kendall County, or other not-for-profit to hold invested assets in trust until such time that the investments reach maturity. Seconded by Commissioner Shanley. All, aye. Opposed, none.

**D. Little Rock Creek Dam Removal Project – Hey and Associates Construction Estimate Phase Update**

Grounds and Natural Resources Division Supervisor presented updates on the Hey and Associates construction estimates and approaches for removal of the lowhead dam at Little Rock Creek Forest Preserve, and to address gully formation restoratoin at Maramech Forest Preserve.

Initial estimates will be available at the April Committee of the Whole meeting for discussion.

**VII. Public Comments**

No public comments were offered from citizens in attendance.

**VIII. Executive Session**

None.

**IX. Adjournment**

Commissioner Shanley made a motion to adjourn. Seconded by Commissioner DeBolt. Aye, all. Opposed, none.

Meeting adjourned at 6:29 pm.

Respectfully submitted,

David Guritz  
Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
COMMISSION MEETING MINUTES  
APRIL 05, 2023**

**I. Call to Order**

President DeBolt called the meeting to order at 6:52 pm in the Kendall County Office Building - Second Floor Board Meeting Rooms 209 and 210.

**II. Pledge of Allegiance**

The Pledge of Allegiance was recited at the start of the Kendall County Board Meeting.

**III. Invocation**

An invocation was offered at the start of the Kendall County Board Meeting.

**IV. Roll Call**

X	Bachmann	X	Koukol
X	DeBolt	X	Peterson
X	Flowers	X	Rodriguez
X	Gengler	X	Shanley
X	Kellogg	X	Wormley

Roll call: Commissioners Bachmann, Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and DeBolt were all present.

**V. Approval of Agenda**

Commissioner Peterson made a motion to approve the agenda as presented. Seconded by Commissioner Shanley. Aye, all. Opposed, none.

**VI. Public Comment**

No public comments were offered from citizens in attendance.

**VII. CONSENT AGENDA**

**A. Approval of Minutes**

- Kendall County Forest Preserve District Committee of the Whole Meeting of March 14, 2023
- Kendall County Forest Preserve District Commission Meeting of March 21, 2023

**B. Approval of Claims in the Amount of \$10,618.99**

**C. MOTION:** Approval of Change Order #005 for Lite Construction Contract #19-429-1250 - Ken Pickerill House Renovations Project for the Purchase and Installation of Sun Room Flooring (\$1,525.00); Purchase and Installation of Storm Gutter Drain Tiles (\$1,675.00); Replacement of the South Asphalt Drive and Walkway (\$29,780.00); and 5% Markup Allowable Per Contract (\$642.00); and Resulting Net Contract Increase of \$13,483.00 following Application of the Remaining \$20,139.00 Contract Contingency

Commissioner Gengler made a motion to approve the Consent Agenda as presented.  
 Seconded by Commissioner Peterson.

Motion: Commissioner Gengler  
 Second: Commissioner Peterson

**Roll call: Consent Agenda**

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

Roll call: Commissioners Bachmann, Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and DeBolt, aye. Opposed, none. Motion unanimously approved.

**VIII. OLD BUSINESS**

*No items posted for consideration.*

**IX. NEW BUSINESS**

- A. MOTION: Approval of a Proposal from Four Seasons Landscaping Plus of Yorkville for Planting Bed Preparation and Installation of Trees and Shrubs (\$5,780.00); Installation of Fabric and Outcropping Stone for Erosion Control (\$10,340.00); and Installation of Decorative Stone and Edging (\$3,520.00) for the Ken Pickerill Estate House for a Total Cost Not-to-Exceed \$19,640.00

Commissioner Shanley made a motion to approve a proposal from Four Seasons Landscaping Plus of Yorkville for planting bed preparation and installation of trees and shrubs (\$5,780.00); installation of fabric and outcropping stone for erosion control (\$10,340.00); and installation of decorative stone and edging (\$3,520.00) for the Ken Pickerill Estate House for a total cost not-to-exceed \$19,640.00.  
 Seconded by Commissioner Koukol.

Motion: Commissioner Shanley  
 Second: Commissioner Koukol

**Roll call: Four Seasons Landscaping Proposal for Pickerill Estate House**

Commissioner	Aye	Opposed	Commissioner	Aye	Opposed
Bachmann	X		Koukol	X	
DeBolt	X		Peterson	X	
Flowers	X		Rodriguez	X	
Gengler	X		Shanley	X	
Kellogg	X		Wormley	X	

Motion unanimously approved.

Roll call: Commissioners Bachmann, Flowers, Gengler, Kellogg, Koukol, Peterson, Rodriguez, Shanley, Wormley, and DeBolt, aye. Opposed, none. Motion unanimously approved.

**X. Committee Chairman Reports: Commissioners Wormley (Finance) and Koukol (Operations)**

No Committee reports were presented.

**XI. Public Comments**

No public comments were offered from citizens in attendance.

**XII. Executive Session**

None.

**XIII. Other Items of Business**

None.

**XIV. Adjournment**

Commissioner Peterson made a motion to adjourn. Seconded by Commissioner Flowers. Aye, all. Opposed, none.

Meeting adjourned at 7:01 pm.

Respectfully submitted,

David Guritz  
Director, Kendall County Forest Preserve District

# Claims Listing

4/12/2023 1:14:32 PM

Department	Vendor #	Vendor Name	Invoice #	Invoice Description	GL Account	Description	Invoice Amount
Ellis Grounds	1060	JOHN DEERE FINANCIAL	1113-41567041523	Ellis Grounds Supplies	19001162	68580 Grounds and Maintenance	\$48.29
						<b>Sub-Total</b>	<b>\$48.29</b>
					<b>Ellis Grounds</b>	<b>Total</b>	<b>\$48.29</b>
Ellis House	51	SYNCB/AMAZON	1FXX-7K4V-3NWL	Ellis-Vacuum Cleaner	19001160	68580 Grounds and Maintenance	\$399.99
						<b>Sub-Total</b>	<b>\$399.99</b>
					<b>Ellis House</b>	<b>Total</b>	<b>\$399.99</b>
Ellis Riding Lessons	541	FIRST NATIONAL BANK OF OMAHA	3583GurtizMarch 2023	Gurtiz Credit Card March 2023	19001164	63000 Animal Care & Supplies	\$887.62
	541	FIRST NATIONAL BANK OF OMAHA	6660Vick041523	Vick Credit Card March 2023	19001164	63000 Animal Care & Supplies	\$179.00
						<b>Sub-Total</b>	<b>\$1,066.62</b>
Ellis Sunrise Center	529	EQUINE VETERINARY PRACTICE LLC	11759041523	Equine Vet Services	19001164	63020 Vet & Farrier	\$1,136.00
						<b>Sub-Total</b>	<b>\$1,136.00</b>
					<b>Ellis Riding Lessons</b>	<b>Total</b>	<b>\$2,202.62</b>
Ellis Sunrise Center	51	SYNCB/AMAZON	1N6C-YHY9-6VK9	Animal Care-Cat Food-Ellis	19001167	63000 Animal Care & Supplies	\$61.58
						<b>Sub-Total</b>	<b>\$61.58</b>
					<b>Ellis Sunrise Center</b>	<b>Total</b>	<b>\$61.58</b>

Ellis Weddings	3131	GROOT INC	10391165T102	Trash and Recycling Services	19001168	63070	Refuse Pickup	\$68.57
							<b>Sub-Total</b>	<b>\$68.57</b>
					<b>Ellis Weddings</b>		<b>Total</b>	<b>\$68.57</b>
Environ. Educ. Other Pblc Prg	51	SYNCB/AMAZON	1HC1-WGPP-QLNM	Cardstock, Laminator	19001179	63030	Program Supplies	\$28.86
	541	FIRST NATIONAL BANK OF OMAHA	3433WienckeMarch2023	Wiencke Credit Card March 2023	19001179	63030	Program Supplies	\$56.40
							<b>Sub-Total</b>	<b>\$85.26</b>
					<b>Environ. Educ. Other Pblc Prg</b>		<b>Total</b>	<b>\$85.26</b>
Environmental Educ. Natrl Beg.	541	FIRST NATIONAL BANK OF OMAHA	3583GurtizMarch2023	Gurtiz Credit Card March 2023	19001178	63030	Program Supplies	\$8.97
	3836	MEGAN STODDARD	NB Refund 4-2023	NB Quarterly Refund-Overpayment	19001178	63040	Security Deposit Refund	\$225.00
							<b>Sub-Total</b>	<b>\$8.97</b>
							<b>Sub-Total</b>	<b>\$225.00</b>
					<b>Environmental Educ. Natrl Beg.</b>		<b>Total</b>	<b>\$233.97</b>
Environmental Education Camps	51	SYNCB/AMAZON	1HC1-WGPP-QLNM	Cardstock, Laminator	19001177	63030	Program Supplies	\$28.87
							<b>Sub-Total</b>	<b>\$28.87</b>
					<b>Environmental Education Camps</b>		<b>Total</b>	<b>\$28.87</b>

**Forest Preserve  
Director**

541	FIRST NATIONAL BANK OF OMAHA	3583GurtizMarch 2023	Gurtiz Credit Card March 2023	190011 62000	Office Supplies	\$575.42
1304	MARCO TECHNOLOGIES, LLC	498260967F	Copier 3/28-4/28/23	190011 62000	Office Supplies	\$180.86
					<b>Sub-Total</b>	<b>\$756.28</b>
2047	COMED	09270071630415 23	ComEd Richard Young	190011 63510	Electric	\$23.42
2047	COMED	11231661020415 23	ComEd Jay Woods	190011 63510	Electric	\$23.06
2047	COMED	55147100504152 3	ComEd Harris Arena	190011 63510	Electric	\$25.92
2047	COMED	55147110020415 23	ComEd Harris	190011 63510	Electric	\$100.07
					<b>Sub-Total</b>	<b>\$172.47</b>
541	FIRST NATIONAL BANK OF OMAHA	3583GurtizMarch 2023	Gurtiz Credit Card March 2023	190011 68430	Marketing / Publicity	\$32.92
1665	SHAW MEDIA	10085118041523	Website Hosting	190011 68430	Marketing / Publicity	\$59.99
					<b>Sub-Total</b>	<b>\$92.91</b>
575	FOREST FOUNDATION OF KENDALL COUNTY	\$75Pass Through	Donation Pass Through	190011 68500	Project Fund Expenses	\$75.00
					<b>Sub-Total</b>	<b>\$75.00</b>
541	FIRST NATIONAL BANK OF OMAHA	3583GurtizMarch 2023	Gurtiz Credit Card March 2023	191411 68530	Preserve Improvements	\$1,337.82
541	FIRST NATIONAL BANK OF OMAHA	5931WhiteMarch 2023	White Credit Card March 2023	191411 68530	Preserve Improvements	\$165.41

Forest Preserve Director	678	GRAINCO FS, INC.	71007365	Herbicide	191411	68530	Preserve Improvements	\$715.50
							<b>Sub-Total</b>	<b>\$2,218.73</b>
	2260	THE CONSERVATION FOUNDATION	EarthDay Dinner2023	Earth Day Dinner-Donation 2023	190011	68540	Contributions	\$1,500.00
							<b>Sub-Total</b>	<b>\$1,500.00</b>
	49	AMALGAMATED BANK OF CHICAGO	2023-24	Bond Series 2017 Admin Fee 0423-0324	190311	68640	Fiscal Agent Fee	\$475.00
							<b>Sub-Total</b>	<b>\$475.00</b>
	541	FIRST NATIONAL BANK OF OMAHA	5931WhiteMarch 2023	White Credit Card March 2023	191311	70330	Construction	\$77.50
	1323	MENARDS	68484	Pickerill House Supplies	191311	70330	Construction	\$154.96
	1323	MENARDS	68631	Grounds Shop Supplies, Pickerill Supplies	191311	70330	Construction	\$97.43
	3131	GROOT INC	10389906T102	Pickerill Dumpster Services	191311	70330	Construction	\$446.25
						<b>Sub-Total</b>	<b>\$776.14</b>	
						<b>Forest Preserve Director</b>	<b>Total</b>	<b>\$6,066.53</b>
Grounds and Natural Resources	1060	JOHN DEERE FINANCIAL	1113-29745041523	Hoover/Grounds Supplies	19001183	62160	Equipment	\$242.50
	1323	MENARDS	67726	Menards-Grounds/Hoover-Washer, filler, tape, paint	19001183	62160	Equipment	\$4.99
	1950	YORKVILLE ACE & RADIO SHACK	400515041523	Trimmer Service Kit	19001183	62160	Equipment	\$51.98
							<b>Sub-Total</b>	<b>\$299.47</b>

Grounds and Natural Resources	1153	KENDALL CO HIGHWAY DEPT	MARCH 2023 Fuel	March 2023 Fuel, Diesel	19001183 62180	Gasoline / Fuel / Oil	\$1,418.34
						<b>Sub-Total</b>	<b>\$1,418.34</b>
	487	DUY'S SHOES	1000190	Uniform Embroidery	19001183 62400	Uniforms / Clothing	\$202.50
						<b>Sub-Total</b>	<b>\$202.50</b>
	1655	SERVICE SANITATION, INC	50-493234041523	Portable Restroom Services	19001183 63070	Refuse Pickup	\$261.08
	3131	GROOT INC	10391165T102	Trash and Recycling Services	19001183 63070	Refuse Pickup	\$200.28
						<b>Sub-Total</b>	<b>\$461.36</b>
	1323	MENARDS	68631	Grounds Shop Supplies, Pickerill Supplies	19001183 63110	Shop Supplies	\$6.92
						<b>Sub-Total</b>	<b>\$6.92</b>
	3837	T-MOBILE	982008249041523	Phone Services	19001183 63540	Telephones	\$301.84
					<b>Sub-Total</b>	<b>\$301.84</b>	
					<b>Grounds and Natural Resources</b>	<b>Total</b>	<b>\$2,690.43</b>
Hoover	4272	AMY KOSINSKY	23-00035	Kingfisher Sec Dep Return	19001171 63040	Security Deposit Refund	\$100.00
	4273	MICHELLE GUIZAR	23-00017	MHL Sec Dep Return	19001171 63040	Security Deposit Refund	\$125.00
						<b>Sub-Total</b>	<b>\$225.00</b>

Hoover									
2047	COMED		07560810170415 23	ComEd Hoover Bathroom	19001171	63100	Electric	\$433.57	
2047	COMED		07936730150415 23	ComEd Hoover Multiple	19001171	63100	Electric	\$1,029.90	
2047	COMED		19380210810415 23	ComEd Hoover Residence	19001171	63100	Electric	\$68.58	
							<b>Sub-Total</b>	<b>\$1,532.05</b>	
84	ARTLIP AND SONS INC		C131-23-1	Preventative Maintenance Agreement- Hoover	19001171	63120	Building Maintenance	\$1,827.00	
1060	JOHN DEERE FINANCIAL		1113- 29745041523	Hoover/Grounds Supplies	19001171	63120	Building Maintenance	\$22.99	
1323	MENARDS		67726	Menards- Grounds/Hoover-Washer, filler, tape, paint	19001171	63120	Building Maintenance	\$32.91	
							<b>Sub-Total</b>	<b>\$1,882.90</b>	
1060	JOHN DEERE FINANCIAL		1113- 29745041523	Hoover/Grounds Supplies	19001171	68580	Grounds and Maintenance	\$57.19	
1323	MENARDS		67726	Menards- Grounds/Hoover-Washer, filler, tape, paint	19001171	68580	Grounds and Maintenance	\$15.37	
3131	GROOT INC		10390003T102	Dumpster Services- Hoover	19001171	68580	Grounds and Maintenance	\$961.55	
							<b>Sub-Total</b>	<b>\$1,034.11</b>	
						<b>Hoover</b>	<b>Total</b>	<b>\$4,674.06</b>	
2047	COMED		55142280110415 23	ComEd Pickerill House	19001184	63100	Electric	\$1,586.25	

Pickerill - Pigott

<b>Pickerill - Pigott</b>	2047	COMED	55142290270415 23	ComEd Pickerill	19001184 63100	Electric	\$14.10
						<i>Sub-Total</i>	<b>\$1,600.35</b>
					<b>Pickerill - Pigott</b>	<b>Total</b>	<b>\$1,600.35</b>
						<b>Grand Total</b>	<b>\$18,160.52</b>

To: KCFPD Board of Commissioners  
From: David Guritz, Executive Director  
RE: Facility and Events Attendants  
Non-Exempt Hourly Differential Pay and Exempt Staff Stipends  
Date: April 11, 2023

**Summary:**

During the April Committee of the Whole meeting, the Committee approved a motion to forward staff recommendations for establishing an hourly pay differential of \$10 per hour for District non-exempt staff, and an equivalent stipend payment for exempt staff positions extending Facility and Events Attendant support for weddings and other functions to Commission for approval.

Following the March 2023 Operations Committee, District staff consulted with Kendall County HR Director Johnson to discuss whether a lump sum stipend could be paid to existing exempt/non-exempt staff serving to host and support larger events at the District's event venues.

Non-exempt staff are paid hourly, so the District is required to pay their hourly wage, plus calculated overtime (if any) for supporting events. The District is able to either pay a stipend in addition to the hourly wage, or extend differential hourly pay to hourly non-exempt employees.

District staff recommended extending an additional \$10 per hour for each hour worked on larger events and functions where a host is required to those non-exempt staff supporting events held at District facilities.

District staff recommended extending equivalent stipends to exempt staff supporting events in the amount of \$50 for taking on a supporting role (dinner prep, cleanup and tear down – approximately 5 hours) and \$100 for taking on a lead role (full day setup, contracted services coordination, dinner prep, cleanup and tear down – approximately 10 hours).

Separately, the District has posted recruitment materials for hiring of intermittent part time Facility Attendants, with a hiring range of \$16-\$18 per hour. These positions, once trained, will serve as the primary staffing for events held at District facilities, with District exempt and non-exempt staff extending support as needed to cover for events where the regular Facility Attendants are not available for scheduling.

**Recommendations:**

Approval of the motions as stated on the April 18, 2023 Commission meeting Consent Agenda.



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TAWNIA R. MACK, CPA  
LAURI POPE, CPA

CATE MOULTON, CPA  
CHRIS CHRISTENSEN

CERTIFIED PUBLIC ACCOUNTANTS

October 14, 2022

Kendall County Forest Preserve District  
Yorkville, IL

We have been engaged to perform the procedures enumerated below. These procedures are not an audit; therefore, no assurance will be provided. This agreed-upon procedure engagement will be performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the Kendall County Forest Preserve District. Consequently, we will make no representation regarding the sufficiency of the procedures described below, either for the purpose for which these services have been requested or for any other purpose.

1. Verify that all contracts listed on the schedule were for work germane to the scope of the approved PARC 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.
2. Within 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. Identify and report any exceptions.
3. Verify that all publicly bid construction 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.
4. Verify that all change orders to the construction contracts are germane to the approved PARC project scope and that any change orders of \$10,000 or more were approved by DNR. Identify and report any noted exceptions and attach a copy of any change order noted as an exception.
5. Same 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.
6. Verify that "Prevailing Wage" language was included in any/all construction contract(s). Identify and report any exceptions.
7. Verify that local matching dollars for the project did not include federal or other state funds.

Our fee for these services will be at our \$150 standard hourly rate plus out-of-pocket costs (such as report production, word processing, postage, travel, copies, telephone, etc.), not to exceed \$1,500. Our invoices for these fees are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Kendall County Forest Preserve District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Sincerely,

*Mack & Associates, P. C.*

Mack & Associates, P. C.  
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding to Kendall County Forest Preserve District.



Director's signature: \_\_\_\_\_

Date: \_\_\_\_\_

GRANT AGREEMENT



BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES  
AND  
Kendall County Forest Preserve District

The Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield Illinois 62702-1271, and Kendall County Forest Preserve District (Grantee), with its principal office at 110 W Madison Street, Yorkville IL 60560 and payment address (if different than principal office) at 110 W Madison Street Yorkville, IL 60560, 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 ("State") 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. SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that GDTLKWCBEV33 is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and 36-6006598 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a Governmental Unit

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds (check one)  shall not exceed or  are estimated to be \$ 600,000, of which \$ 0.0 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 Not Applicable, the federal awarding agency is Not Applicable, and the Federal Award date is Not Applicable. If applicable, the Assistance Listing Program Title is Not Applicable and Assistance Listing Number Is Not Applicable. The Catalog of State Financial Assistance (CSFA) Number is Not Applicable and the CSFA Name is Not Applicable.

The State Award Identification Number is Not Applicable.

1.4. **Term.** This Agreement shall be effective on 5/1/2023 and shall expire on 4/30/2025 (the "Term"), unless terminated pursuant to this Agreement.

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.

**State of Illinois, Department of Natural Resources**

**Kendall County Forest Preserve District**

By: \_\_\_\_\_

Signature of **Natalie Finnie**  
**Director**

Date: \_\_\_\_\_

Signature of Designee

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Designee

By: \_\_\_\_\_

Signature of First Other Approver, if Applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Other Approver

By: \_\_\_\_\_

Signature of Second Other Approver, if Applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Second Other Approver

By: \_\_\_\_\_

Signature of **David Guritz**  
**Executive Director**

Date: \_\_\_\_\_

E-mail: [kcforest@kendallcountyil.gov](mailto:kcforest@kendallcountyil.gov)

**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, 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, if applicable, 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 Income Tax 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 \$30,000. 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 ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, 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 meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"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 7000.30.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"DUNS Number" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

"GATU" means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

"Grant" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"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 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "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.

"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), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

#### 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. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds 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; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. **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. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **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.

4.6. **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.

4.7. **Interest.**

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **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.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State

or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

**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 State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. 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. 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, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

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 or 44 Ill. Admin. Code 7000.370(b). 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.

6.3. **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 Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 III. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(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 and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 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 Part 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. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 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. 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. 2 CFR 200.303.

(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. **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).

7.10. **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 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) **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).

(e) **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.*).

(f) **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).

(g) **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.

(h) **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.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders 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.*).

(j) **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 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

(k) **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.

(l) **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.

(m) **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.

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner 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.

(o) **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).

(p) **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.

(q) **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.

(r) **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).

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

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

#### **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. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, 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 XII of 2 CFR Part 200, and 30 ILCS 708/40.

#### **ARTICLE X UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply 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 - 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 (as amended) (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 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-grantees 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 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. 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 200.337 and 44 Ill. Admin. Code 7000.430(f), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, 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 or inquiry.

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. 2 CFR 200.329; 200.332. 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 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is 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 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall

follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(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 200.345.

13.3. **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. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

#### **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**, **PART THREE** or **Exhibit G**. 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. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. 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, no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. **Content of Performance Reports.** Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: 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 and demonstration of cost effective practices (e.g., through unit cost data); 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**. 2 CFR 200.301; 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 and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

### 15.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit

conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XVI  
TERMINATION; SUSPENSION; NON-COMPLIANCE**

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar 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 200.340(a)(4).

(b) 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) If the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**; 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. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee

Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. 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.

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

(i) Grantor expressly authorizes them in the notice of suspension or termination;  
and

(ii) 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 200.343.

16.6. 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 200.340(d).

**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. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**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, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 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.** To the extent permitted by Illinois law, 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 STRUCTURAL REORGANIZATION AND RECONSTITUTION OF 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 significantly 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 or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), 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. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. 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 200.113 and 30 ILCS 708/35.

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 currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person 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. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

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. **Purchase of Equipment.** For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. **Prohibition against Disposition/Encumbrance.** Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

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 either 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.

22.4. **Equipment Instructions.** Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original

purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**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 Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and 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. 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. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor 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 and Liability.**

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. 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.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**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 either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

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.**

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: 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 rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. **Illinois Grant Funds Recovery Act.** In the event of a conflict between the Illinois 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.

26.14. **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.

26.15. **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.

26.16. 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.

26.17. Attorney Fees and Costs. Unless prohibited by law, 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.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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**EXHIBIT A**  
**PROJECT DESCRIPTION**

**Subat Nature Center**

This project will complete master plan improvements as presented in concept form in the Kendall County Forest Preserve District's FY23 OSLAD grant application at Subat Forest Preserve. Existing Preserve Improvements:

1. Gravel parking lot (13-spaces) with ADA accessible stall (asphalt);
2. Connecting ADA multi-use trail improvements;
3. \*Small picnic shelter;
4. \*Fen/creek wooden overlook deck;
5. \*One composting toilet facility;
6. Turf trails (woodland spur and prairie loop).

(\* ) No changes to existing preserve amenities

FY23 OSLAD-Funded Project Improvements:

**Planning:**

1. Final designs and bid specifications
2. Phase II archaeological survey

**Construction:**

1. Reconfiguration and expansion of the existing, accessible gated parking lot (13-spaces to 29 spaces) to allow for school bus entry, drop off, and exit.
2. Construction of a new ADA-accessible three-season, open-air nature center with an outdoor classroom area, storage room, fireplace, and integrated interpretive exhibits for public education.
3. Addition of one additional composting toilet facility.
4. Multi-use limestone screenings trail and wetland boardwalk improvements (all 8-ft. width):
  - a. From the reconfigured Subat Forest Preserve parking area to the new composting toilet facility and three season nature center;
  - b. From the three season nature center to a new wetland boardwalk;
  - c. From the wetland boardwalk to the south east pedestrian crossing at Eldamain Road.
5. Site directional and interpretive signage.

**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% (100% for Disadvantaged Communities) through OSLAD. The Implementation and Billing Requirement Packet is incorporated into this Agreement by reference. Project billings shall be submitted at project completion unless otherwise approved by IDNR. Deliverables/Milestones will be the completed project components as presented in the original application or an approved project scope change. They will be reported as directed in the Implementation and Billing Packet.

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 C  
PAYMENT

Grantee shall receive up to \$600,000 under this Agreement.

1. This grant is funded through the Open Space Land Acquisition and Development Grant Program (OSLAD). It is funded up to 50% (100% for Disadvantaged Communities) through OSLAD with any remaining funds to be covered by the Grantee.
2. The Grantee may 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 instructions provided in the Implementation and Billing Packet.
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 60 days 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. The Grantee must notify IDNR of any budget changes that may occur during the grant period. To maintain grant eligibility, such changes must be requested by the Grantee in writing and approved by IDNR. Changes to a line item of 10% or greater 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 incurred by the Grantee prior to grant approval notification or IDNR authorization (grant execution) are not eligible for reimbursement, 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 grant amount listed on page one, Section 1.2 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: Josh LeMasters

Title: Grant Administrator

Address: One Natural Resources Way  
Springfield, IL 62702-1271

Phone: 217-557-1238

TTY#: (217)782-9175

Fax#: (217) 558-4192

E-mail Address: [joshua.t.lemasters@illinois.gov](mailto:joshua.t.lemasters@illinois.gov)

**GRANTEE CONTACT**

Name: David Guritz

Title: Executive Director

Address: 110 W Madison Street Yorkville, IL 60560

Phone: 630-553-4131 (o) 630-538-6303©

E-mail Address: [kcforest@kendallcountylvil.gov](mailto:kcforest@kendallcountylvil.gov)

**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 public by accomplishing the following items:

Providing community members with outdoor recreational opportunities that can be utilized by members of the public.

**EXHIBIT F**

**PERFORMANCE STANDARDS**

Completion of this project will allow citizens of Illinois, and others from the general populace, outdoor recreational opportunities for use.

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

**EXHIBIT G**

**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

ICQ Section: 05-Audit

Conditions: Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings.

Risk Explanation: 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.

How to Fix: Implementation of grantee's corrective action plan.

Timeframe: 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:

**ARTICLE XXVII  
AUTHORIZED SIGNATORY**

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory of this Agreement, as designated or prescribed herein in paragraph 1.6. Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory.

**ARTICLE XXVIII  
ILLINOIS WORKS JOBS ACT**

28.1. Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

**ARTICLE XXIX  
ADDITIONAL BUDGET PROVISIONS**

29.1. Restrictions on Discretionary Line-Item Transfers. The Grantee may transfer funds within budget line items of less and no more than ten percent of the limiting line item without Grantor approval. Any budget line item transfers greater than ten percent must be requested in advance by the Grantee and must be approved by the Grantor, requiring an amendment to the Grant Agreement/Budget.

**ARTICLE XXX  
ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS**

30.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

- (a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement,
- (b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and,
- (c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

30.2. **Grant Refunds.** In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

**ARTICLE XXXI  
ADDITIONAL MODIFICATION PROVISIONS**

31.1. **Unilateral Modifications.** The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement. A unilateral modification may also be used to de-obligate funds without prior approval of the Grantee when, a) a project is completed and funds remain that are no longer needed for the grant project, b) to secure unobligated/unspent funds, c) termination of the Grant Agreement.

31.2. **Term Extensions.** The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension.

**ARTICLE XXXII  
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. **Equipment Management.** The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

32.2. Grantee will be responsible for the maintenance of any equipment purchased with grant funds.

**ARTICLE XXXIII  
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. **Grantee Responsibility.** All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

33.2. **Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1).** No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

33.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.4. Steel Products Procurement Act (30 ILCS 565 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq).

**ARTICLE XXXIV**

**ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

**ARTICLE XXXV**

**ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Compliance With Applicable Law. The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

35.2. Applicable Taxes. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

35.3. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

**ARTICLE XXXVI**

**INCORPORATION**

36.1. Incorporation into Agreement. The full Uniform Application, Uniform Budget, Grant Manual, and attached documents are hereby incorporated into this Agreement and therefore are a part of this Agreement.

**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:

**ARTICLE XXXVII  
REPORT DELIVERABLE SCHEDULE**

37.1. Periodic Reports. The grantee is required to submit the following periodic reports: Periodic Performance Report (PPR) that describes the progress of the project, and the Periodic Financial Report (PFR) that documents expenditure of funds in accordance with the budget line items as detailed in the approved Uniform Budget. Below is the required periodic reporting schedule for this Award.

<u>Reporting Period</u>	<u>PPR and PFR Due Date</u>
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

37.2. Final Project Report. The grantee shall submit a written Final Project Report to the department no later than 30 days following the completion of the Project or the ending date of the grant agreement, whichever is earlier, in accordance with the applicable administrative rules. The final report shall be in the form or format provided by the Department.

Final Project Report shall include but not be limited to the following information:

- Grant agreement number
- Grantee name, address, and telephone number
- Timeframe of the report
- Name and telephone number or e-mail address of grantee representative completing the report
- Project objective as described in the application and grant agreement
- Completed project description
- Summary of the project accomplishments
- Any other information/documentation as required by the Grantor.

37.3. Failure to provide the Final Project Report. As required may render the grantee ineligible to receive payments under the current award or make them ineligible for future awards.

**ARTICLE XXXVIII  
EQUIPMENT REPORTS**

38.1. Equipment reports. Are due on December 31st during each of the first 5 years following the project award. The Equipment Use Report shall suffice as the Annual Progress Report required if the equipment purchase was the only aspect of the project. (Administrative Rule 3060.80 (b) 7)

**ARTICLE XXXIX  
REIMBURSEMENT OF COSTS INCURRED**

39.1. Reimbursement based program. Grant funds are available on a reimbursement basis for expenditures incurred by the Grantee during the grant term as identified in 1.4 unless an extension is granted under 31.2. Costs incurred prior to the effective date of this Agreement as identified in 1.4, and costs incurred after the expiration date of this Agreement as identified in 1.4 are not eligible for reimbursement.

**ARTICLE XL**

**OSLAD SPECIFIC FINANCIAL INFORMATION**

40.1 **Cash Management/Interest.** 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.

40.2 **Interest-bearing Account.** 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.

40.3 **Implementation and Billing Packet.** Additional information provided in the Project Implementation and Billing Packet will be considered an appendix to this agreement and is hereby incorporated by reference.

40.4 **Project Application.** The full application completed for this grant including all attachments, budget and maps is hereby incorporated into this agreement.

40.9 **Record Maintenance.** 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.

40.10 **Audit.** 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.

40.11 **Certified Public Accountant.** 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.

40.12 **Disallowed Costs.** 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.

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

**ARTICLE XLI  
OSLAD SPECIFIC TERMS**

41.1 **The purpose of Agreement.** To enable IDNR to provide financial assistance to the Grantee to acquire or develop land for outdoor recreation facilities that are open and accessible to the public in Illinois.

41.2 **Project Implementation.** 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.

41.3 **Project Progress.** 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.

41.4 **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.

41.5 **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

41.6 **Labor Residency.** Fifty percent (50%) of the labor hours on the project must be performed by actual residents of the State of Illinois (20 ILCS 805/805-350).

41.7 **Public Access.** 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.

41.8 **Land Acquisition.** Projects receiving funding for land acquisition from the OSLAD program shall be operated and maintained in perpetuity for public outdoor recreation use.

41.9 **Project Development.** Projects receiving funding for development from the OSLAD program 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):

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

41.10 **Conversion.** 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).

41.11 **Appraisal.** 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).

41.12 **Property Title/Deed.** 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).

41.13 **Operation and Maintenance.** The Grantee must comply with and abide by the following operation and maintenance provisions (17 Ill. Adm. Code 3025.70):

(a) 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.

(b) IDNR shall have access to OSLAD-assisted facilities at all times for inspection purposes to ensure the Grantee's continued compliance with this Part.

(c) 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.

41.14 **Project Deviations.** 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:

a) 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.

b) 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.

c) 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.)

41.15 Permits, Licenses, Consent. 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.

41.16 Assignment. No assignment of grant provisions or duties is allowed.

41.17 Accessibility - Americans with Disabilities Act. 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).

41.18 Business Enterprise Program. 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.

41.19 IDNR Access. 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.

41.20 Grant Manual. The Grants Manual, a copy of which the IDNR previously provided to the Grantee, is hereby incorporated herein by reference and made a material and binding part of this Agreement.

## **ARTICLE XLII**

### **ACKNOWLEDGEMENT OF FUNDING SOURCE**

42.1 Project Acknowledgement. The grantee shall give proper credit to the appropriate Fund and coordinate with the Department on any publication, written document, news article, television and radio release, interview or personal presentation, if initiated by the grantee, which refers to the project.

42.2 Signage. The grantee shall post a sign, include a logo or affix a decal, if practical and applicable, crediting the applicable Fund. Signs, logos and decals may be supplied by the Department. The IDNR will provide guidance to the grantee for posting of signs, logos and decals on projects awarded under this Fund.

**Funding Distribution  
ADVANCE PAYMENT AGREEMENT**

Grant #: OS-23-2290  
Grantee: Kendall County Forest Preserve District  
Project: Subat Nature Center  
Award: \$600,000

Under the OSLAD grant program a maximum of 50% of the grant award will be paid in advance to the grantee after the grant agreement is fully executed. The remainder of the grant award will be paid to the grantee on a reimbursement basis. The term of the grant agreement is 2 years with no extensions, unless:

If the grantee waives the 50% advance payment.

**OR**

If the grantee accepts the 50% advance payment, the advanced payment must be fully expended or legally obligated within the 2-year term of the Agreement.

Please select one of the responses below, print and sign your name and return via E-mail to the Grantor Contact identified in Exhibit D, on page 29, of the Grant Agreement.

- I waive the advance payment (grant may be extended).
- Send me the 50% advance payment, I understand the grant cannot be extended unless I have fully expended or legally obligated the advance payment within the 2-year term of the Agreement.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Grant Number)

\_\_\_\_\_  
(Grantee Name)

\_\_\_\_\_  
(Project Name)