

GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, Department of Natural Resources
AND
Village of Lombard



The Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield Illinois 62702, and **Village of Lombard (Grantee), with its principal office at 255 E. Wilson Avenue, Lombard, Illinois 60148** and payment address (if different than principal office) at _____, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

**PART ONE – THE UNIFORM TERMS
RECITALS**

WHEREAS, the Grantee and the Grantor are legal entities, organized and existing under the laws of the State of Illinois, having among their powers the authority to perform such undertakings as described herein pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 and the Constitution of the State of Illinois (Article 7, Paragraph 10) which permits State agencies and governmental units to cooperate together in the performance of their responsibilities by contracts and other agreements; and

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

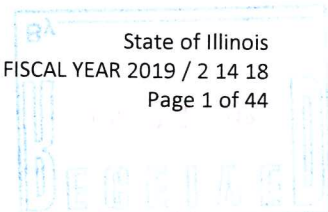
WHEREAS, the Illinois State Historic Preservation Office (SHPO) currently resides within the Grantor, and the Director of IDNR, Wayne A. Rosenthal, is the duly designated State Historic Preservation Officer; and

WHEREAS, the Grantor is apportioned funds annually through the Historic Preservation Fund Grants-In-Aid Program, Department of the Interior, National Park Service, as mandated by the National Historic Preservation Act and authorized by the Outdoor Recreation Resources Act (20 ILCS 860/4a, 5a), for projects including surveys, National Register nominations, rehabilitation work, design guidelines, educational programs, training, structural assessments, and feasibility studies; and

WHEREAS, the apportioned funds have been placed in the Illinois Historic Sites Fund and the General Assembly has appropriated funds to the Grantor from the Illinois Historic Sites Fund for the costs associated with historic preservation and site management including, but not limited to, operational expenses, grants, awards, maintenance, repairs, permanent improvements, and special events; and

WHEREAS, the Grantor as a condition of the apportionment of funds, is required to expend at least 10% of the federal apportionment with Certified Local Governments to facilitate local communities in identifying and saving the irreplaceable historic resources and disseminating that information back to the Grantor; and

WHEREAS, the Grantee is a government entity and a Certified Local Government in good standing and eligible for funds under the Department of the Interiors’ Interior’s rules for Certified Local Governments, as set



forth in the Historic Preservation Fund Grants-In-Aid Manual; and

WHEREAS, the Grantee will undertake a Project as set forth in Exhibit A that will enhance historic preservation locally and, by extension, in the State of Illinois, and will provide this documentation to the Grantor as outlined through this Agreement; and

WHEREAS, the Parties wish to enter into this Agreement to provide for the procurement and reimbursement of costs associated with the Project;

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. Under penalties of perjury, Grantee certifies that **DUNS Number 160992199** is Grantee’s correct DUNS number, that **FEIN 3660055975** is Grantee’s correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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 **\$11,250.00, of which \$ 11,250.00 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. The Federal state apportionment is to DNR for this program and the Federal awarding agency is the Department of Interior, National Park Service. The Catalog of Federal Domestic Assistance (CFDA) Name is Historic Preservation Fund Grants-In-Aid and the **CFDA Number is 15.904.** The Catalog of **State Financial Assistance (CSFA) Number is 422-50-1655.**

1.4. The **State Award Identification Number is CLG18-VOL1.**

1.5. Term. This Agreement shall be effective on the date of signature by Grantor and shall remain in force until

- (a) the grant term expires on **September 30, 2019;** or
- (b) full completion of the Project and submission of a fully documented Completion Report;

or

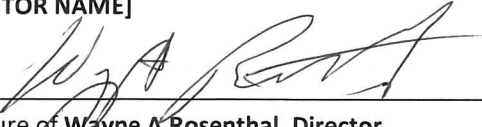


(c) termination of the Agreement

1.6. 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.

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

[GRANTOR NAME]

By: 
Signature of **Wayne A Rosenthal, Director**
Illinois Department of Natural Resources, and
Illinois State Historic Preservation Officer

Date: 7/30/18

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

[GRANTEE NAME]

By: 
Signature of Authorized Representative

Date: July 16, 2018

Printed Name: Scott R. Niehaus

Printed Title: Village Manager

E-mail: ~~sn~~ niehaus@villageoflombard

APPROVED FOR EXECUTION

Date: 7-30-18

Legal Counsel: 

**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.

(f) Grantee must continue to comply with the conditions of its Certified Local Government Agreement with SHPO and maintain good standing as a CLG for the duration of the grant to receive final payment.

(g) This Grant is federally funded through the Historic Preservation Fund Grants-In-Aid Program, CFDA #15.904, Department of the Interior, National Park Service, under the National Historic Preservation Act (16 U.S.C. 470 et seq.). This Grant is part of IL SHPO's CLG Grant Program, as mandated by the National Historic Preservation Act and authorized by the Outdoor Recreation Resources Act (20 ILCS 860/4a, 5a).

(h) The sole purpose of this grant is to fund expenditures during the Grant Term relating to the Grantee's performance of the Project as described in Exhibit A. The Grantee represents and warrants that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain and maintain all permits, licenses or other governmental approvals necessary to perform the Project described in Exhibit A.

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 \$25,000.

A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

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

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have 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 change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

2.6. Compliance with Secretary of the Interior's Standards and Guidelines. Any work to be performed pursuant to this Agreement must be completed in accordance with the Secretary of the Interior's Standards and Guidelines for Rehabilitation or the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (copy available from the GMS); the grant proposal as approved by Grantor; and any plans and specifications which were submitted to and approved by Grantor.

2.7. Compliance with NPS Professional Qualifications Standards. All Project Managers and consultants hired for the Project must meet the National Park Service's Professional Qualifications Standards (Code of Federal Regulations, 36 CFR Part 61: <https://www.gpo.gov/fdsys/pkg/CFR-1998-title36-vol1/pdf/CFR-1998-title36-vol1-part61-appA.pdf>) and be approved by the SHPO in writing. The Grantee must identify a qualified Project Manager to serve as the Project contact and the person responsible for grant reporting and completion. If the Project Manager changes during the Project, the new Project Manager must meet the same qualifications. Consultants and changes in Project-Manager status must be approved by the SHPO in writing. Resumes of consultants under consideration must be emailed to DNR.Grants@illinois.gov for the SHPO staff to review and respond. All grant-funded Survey Projects must be conducted by a qualified professional who has completed survey projects that have met the Secretary of the Interior's Standards.

2.8. Modification by Operation of Law: This Agreement is subject to such modifications as IHPA determines may be required by changes in Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. IHPA shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

ARTICLE III DEFINITIONS

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

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

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Completion 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 Part 7000.

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

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“FAIN” means the Federal Award Identification Number.

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

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code Part 7000. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“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 Part 7000.

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

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“OMB” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

“Program Income” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.5.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

**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. The parties may agree to a reduced grant amount and Scope of Work, but IHPA, at its sole discretion, shall determine whether funding is sufficient to continue its obligations under this Agreement. If no such agreement is reached, the Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of termination. The Grantee shall refund the balance of grant funds within 45 days of receiving notice of termination. Grantee shall not contract any indebtedness on behalf of the State, nor assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law. Obligations of the State shall cease immediately if, in any fiscal year, the State of Illinois Legislature, the President, or the U.S. Congress fails to appropriate or otherwise make available funds for this contract. The State will use its best efforts to secure sufficient appropriations to cover this contract. The Grantee acknowledges that this is a one-time grant which obligates neither the grantor nor the State of Illinois to provide further funding for completion or continuation of projects or ongoing costs of any future undertakings incurred by the Grantee

4.2. Reimbursement. Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by Grantor (see Sections XVIII and IX and Exhibit H 2.0). Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs. National Register Nomination and Listing Revision Projects: Reimbursement is made after the revised nomination is accepted by NRHP staff and the Illinois Historic Sites Advisory Council. Once awarded, Grantees and their subcontractors must contact NRHP staff for approval before commencing work

4.3. Prior Incurred Costs. Any costs incurred prior to the date this Agreement was signed by Grantor will be disallowed.

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. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.5. Payments to Third Parties. Grantee agrees to hold harmless Grantor 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 if 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 Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; *See also* 30 ILCS 705/10.

4.8. **Timely Billing Required.** Grantee must submit any payment request to Grantor by the end of Term.. 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 must contain the following certification by an official authorized to legally bind the Grantee:

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

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. Only work detailed in Exhibit A is approved. Changes in the Scope of Work, timeline, products, or budget line items must have prior written approval of the Grantor. Grant Funds may not be expended for costs incurred in relation to any unapproved deviation. In addition, the State's Notice of Award 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. See 2 CFR 200.308.

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

ARTICLE VI BUDGET

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

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

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

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

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

ARTICLE VII ALLOWABLE COSTS

7.1. Funding Matching: Federal Share: 90%; Matching Share: 10%

(a) CLG Grants are awarded on a matching basis with the federal share being 90% and the local share being 10% for FY 2017. The local match represents that portion of the total project costs not borne by the federal government and that is supplied by Grantee or other non-federal third parties using

cash or in-kind contributions (represented by goods, property, services, or any combination of these). Since the Historic Preservation Fund Grant funding assistance is provided through the reimbursement of eligible project costs, Grantee must have available the financial resources necessary to complete the total project.

(b) Cash contributions represent Grantee’s cash outlay, including money contributed to the project by non-federal third parties. In-kind contributions represent the value of non-cash contributions provided by the Grantee or non-federal third parties and may consist of charges for non-expendable personal property, and the value of goods and services directly benefiting and specifically identifiable to approved objectives of the grant-funded project.

(c) Under this program, federal funds may not be used as any part of a local project sponsor’s matching share. Only when authorized by federal legislation may property purchased with federal funds be considered as the local sponsor’s in-kind contribution.

(d) Ineligible grant-funded expenses include catering for meetings and workshops, and durable equipment purchases (computers, cameras, etc.). However, these costs may be included in the local match.

(e) Eligible matching costs include:

(i) Charges paid by the local sponsor as project costs during the project period;

(ii) Project costs financed with cash contributed or donated to the local sponsor by other non-federal third parties, including other public agencies, institutions, and private organizations and individuals;

(iii) Project costs represented by services and personal property, or use of these, contributed or donated by non-federal third parties during the project period.

(f) Payment of the grant amount specified in this Agreement shall be made as specified herein. Grant Funds provided under this Agreement must be expended only to perform the tasks set forth in the Scope of Work provided in Exhibit A.

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

7.3. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal 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 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 the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

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

7.5. 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.

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

7.7. 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.

7.8. 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.

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

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

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and

subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

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

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

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

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

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

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

7.11. **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).

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

ARTICLE VIII REQUIRED CERTIFICATIONS

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

(a) **National Historic Preservation Act** (18 U.S.C. 1913), and the terms of the Historic Preservation Fund Grants-In-Aid Program, pursuant to the Historic Preservation Fund Grants Manual.

(b) **Illinois State Agency Historic Resources Preservation Act** (20 ILCS 3420/1 et seq.). 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 Historic Preservation Agency.

(c) **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).

(d) **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).

(e) **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).

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

(g) **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).

(h) **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.).

(i) **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).

(j) **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.

(k) **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.*).

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

(m) **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 (*See* 30 ILCS 708/25(6)(G)).

(n) **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.

(o) **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.

(p) **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.

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

(r) **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).

(s) **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.

(t) **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.

(u) **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).

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

ARTICLE IX CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total 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- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (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 Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

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

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

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

**ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. Records Retention. Grantee shall maintain for five (5) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit 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. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII REPORTING REQUIREMENTS

13.1. Required Quarterly Progress Reports.

(a) Grantee agrees to complete and email a quarterly progress report in the format set forth by the Grantor to DNR.grants@illinois.gov once every three months from the signing of this Agreement until the Project is fully completed and the Grant is closed. Grantee must submit the report by the 10th of the month immediately following the previous quarter. Grantee must use the report format provided on the CLG grant webpage. If no Project action has occurred in a particular quarter, a Quarterly Progress Report stating such must be submitted. Survey grants have additional monthly reporting requirements.

(b) Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required quarterly reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2. Bid Tabulation. If, as a part of the Project, the Grantee will enter into a contract for goods or services that exceeds \$25,000 or a contract for professional services that exceeds \$20,000, the Grantee must complete and email to DNR.grants@illinois.gov a completed Bid Tabulation Form. Requests for Proposals, and Requests for Bids to DNR.Grants@illinois.gov. The Grantee must include the name of its preferred contractor/consultant. The SHPO must approve the contractor or consultant in writing. The resulting signed contract must be emailed to DNR.Grants@illinois.gov and shall be retained as part of the permanent grant record.

13.3. Both interim (draft) and final products must be approved by the Grantor. Those which do not conform to the terms and conditions of this Agreement or which do not meet the Secretary of the Interior's Standards must be corrected within the grant term or the Grantee will not be reimbursed. All Projects receiving CLG Grant funding must be periodically submitted to the Grantor at reasonable benchmarks along their development for review and comment. Final draft of all Project publications must receive Grantor approval before they are printed. Failure to submit for review in a timely manner may result in non-payment of the Grant.

13.4. Completion Reports.

(a) Grantee shall submit a Completion Report by the end of the Term. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Completion Report within 60 calendar days of such termination. The format of this Completion Report is described in Exhibit H shall follow a format prescribed by Grantor. 2 CFR 200.343.

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

13.5. Consolidated Year-End Financial Reports.

(a) This Paragraph 13.5 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

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

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

13.6. 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.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

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

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

ARTICLE XV AUDIT REQUIREMENTS

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

15.2. 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 and reporting package (including data

collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within 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 \$300,000 or more in Federal and State Awards, singularly or in any combination, 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 \$300,000 in Federal and State Awards, but the total revenue it receives is in excess of \$300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the Grantee's audit period.

15.3. "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 Awards (direct federal and federal pass-through awards) and State Awards, singularly or in any combination, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The audit and reporting package (including data collection form and management letters) must be submitted to Grantor within 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 and State Awards combined, Grantee must follow all of the audit requirements in Paragraphs 15.2(c)(i)-(iii), above.

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

15.5. Report Timing. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting.

**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 200.339(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) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

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

16.3. Termination for Convenience. The Grantee acknowledges that this grant was made by Grantor based on its determination that the activities to be funded under this Agreement are in furtherance of either Grantor's statutory requirements or its program objectives. The Grantee further acknowledges that Grantor may unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of Grant Funds under this Agreement is no longer in furtherance of said statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Grantee. The Grantee shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. Grantor shall allow full credit to the Grantee for properly incurred expenditures made in connection with the Grant in accordance with the provisions of Exhibit A, Scope of Work. The Grantee shall refund the balance of grant funds within 45 days of receiving notice of termination

16.4. Non-compliance. If Grantee fails to comply with 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 200.207. 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 200.338. 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.

16.5. 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 200.341.

16.6. 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 200.342.

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

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

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

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

**ARTICLE XVIII
NOTICE OF CHANGE**

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

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

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

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

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

**ARTICLE XIX
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 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. 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 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

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

21.3. Financial Interest. Grantee staff and members of the Grantee's Historic Preservation Commission must not have a financial interest in any contracts associated with the Grant.

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

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

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

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

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by 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.

**ARTICLE XXIII
PUBLICATIONS, PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee 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. Copyright, Patents, Trademarks: No work produced under this Agreement shall become in whole or in part the subject of any application for copyright, patent, or trademark. Products and reports produced under this Agreement shall become the property of the State of Illinois, including any rights that otherwise might be available to the Grantee under copyright, patent, and trademark laws. Grantee specifically agrees that the compensation provided for hereunder also includes such rights to the State.

23.3. 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. All publications must have Grantor’s prior written approval before publication. If Grantor’s written approval is not given, all costs pertinent to the publication may be disallowed. The Grantee will provide adequate advance notice pursuant to this section of promotional events such as open houses, dedications, or other planned publicity events; and will also coordinate in the planning of said events. Any materials or displays to be distributed in connection with the promotional event must be submitted to Grantor in advance of publication or dissemination and must prominently acknowledge Grantor’s participation in the Project. All publications of any type produced through this grant, including audio-visual materials, must bear the Grantor’s logo and acknowledgment. All meetings, publications and products must acknowledge Department of Interior, National Park Service grant support and include required Civil Rights, ADA, and Equal Rights language or bulletins per the instructions in the Historic Preservation Fund Grant Manual

ARTICLE XXIV INSURANCE

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

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

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

25.1. Independent Contractor. Grantee is an independent contractor under this Agreement and

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

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

ARTICLE XXVI MISCELLANEOUS

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

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

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

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

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

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

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

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

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, the National Historic Preservation Act (16 U.S.C. 470 *et seq.*), the Department of the Interior's Historic Preservation Fund Grants Manual, the Illinois Grant Funds Recovery Act (30 ILCS 705 *et seq.*), the Grant Accountability and Transparency Act (30 ILCS 708), the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420), the Public Officer Prohibited Activities Act (50 ILCS 105) and the Illinois Governmental Ethics Act (5 ILCS 420). Applications, programmatic reports and other information obtained by Grantor under this Agreement are subject to the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

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

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

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

26.13. 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. 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. Comptroller Filing Notice. The Grantee expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal is required to be filed by Grantor with the State Comptroller.

26.19. Grantee's Designated Administrator. Grantee shall notify Grantor in writing of the person(s) designated by the Grantee to administer the grant on behalf of the Grantee, sign required reports, and submit billings, and shall provide written notice of any changes in that designation. IHPA may submit all necessary notices and communications to this designated administrator.

26.20. Grantor Program Manager. All necessary and ordinary communications, submittals, approvals, requests and notices to IHPA related to the Project shall be submitted to Grantor's Program Manager:

Rachel Leibowitz, Ph.D.
Deputy State Historic Preservation Officer
Illinois State Historic Preservation Office
Illinois Department of Natural Resources
1 Natural Resources Way
Springfield, Illinois 62702
Phone: (217) 785-5031
Cell: (217) 299-4514
E-mail: rachel.leibowitz@illinois.gov

26.21. Income and Costs Derived from the Project: Admission Fees: Reasonable non-discriminatory admission fees that will not discourage visitation and that are compatible with fees charged at similar facilities in the area may be collected at Grant-assisted properties, after Project completion.

26.22. Federal Income: "Tax Liability on Recipients of Historic Preservation Fund Grants" Section 102(a)(6) of the National Historic Preservation Act, as amended, states, "Notwithstanding any other provision of law, no grant made pursuant to this Act shall be treated as taxable income for purposes of the Internal Revenue Code of 1954."

26.23. Publication Fees: A reasonable fee may be charged for publications after the Project is completed.

26.24. Registration Fees: A fee may be charged for workshops, as long as there is no profit. The income from fees must be applied toward the funding of the grant.

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EXHIBIT A

PROJECT DESCRIPTION

Scope of Work:

Lilacia Park is one of the most unique and historic aspects of the Village of Lombard. Two and one half acres of the land on which Lilacia Park is located were once owned by Colonel and Helen Plum. Upon his death in 1927, Colonel Plum (who was predeceased by Helen) bequeathed such land to the people of Lombard for use as a public park, and specified that his house should be used as a free library and reading rooms. The Plum land, in addition to five acres acquired by the Lombard Park District in 1928, was transformed into Lilacia Park by noted naturalist landscape architect Jens Jensen, who supervised the implementation of his design while maintaining an office in the Plum's coach house for three years.

The Plum's main house was replaced by a modern library in the 1960s, and an addition was added to such library in the 1970s. Such library and addition are referred to herein as the "**Library**". Please note that a distinction is made in our application materials between Lilacia Park and Historic Lilacia Park. "**Historic Lilacia Park**" refers to Lilacia Park (expressly including, without limitation, the Plum's coach house), but excluding the improvements that constitute the Library. The process of nominating Historic Lilacia Park for inclusion on the National Register of Historic Places (and optimistically the eventual inclusion of Historic Lilacia Park on the National Register of Historic Places) is referred to herein as the "**Project**". The Project in no way involves any effort to put the Library on the National Register of Historic Places.

Numerous governmental bodies and civic organizations in the Village of Lombard have decided that now is the time for the Project. This meeting of the minds is very important, as many groups have an interest in Lilacia Park. The Lombard Park District was formed in 1927 in order to care for Lilacia Park (and over time the scope of the Lombard Park District's duties has expanded as new parks were formed). The Board of Park Commissioners, which is the governing body of the Lombard Park District, has officially approved the Project. The Lombard Garden Club partners with the Lombard Park District to care for the lilacs and other plants within Lilacia Park. The Lombard Historical Society, Inc. ("**LHS**"), and the Village of Lombard Historic Preservation Commission (previously known as the Lombard Historical Commission) (the "**LHPC**") appreciate and seek to preserve the historic aspects of Lilacia Park.

It is important to put Historic Lilacia Park on the National Register of Historic Places as soon as possible. Lombard is experiencing a boom in the development of its historic downtown, which is most welcome. A fully renovated commuter train station, complete with pedestrian underpass (which for the first time connects Lilacia Park directly to the historic downtown business district) and many lilac-themed design elements, was completed in 2015. Buildings that stood vacant during the recession are filled with businesses and eager customers. The Village is seeking proposals for development of the vacant land two blocks east of Lilacia Park, and the prospect of constructing a co-op grocery store, among other things, on such land has generated much energy. While it is gratifying and exhilarating to see so much development moving so quickly, Lombard's historic downtown encompasses only a few blocks – and these blocks include Historic Lilacia Park. We are all eager to move forward, but we must find a way to do so without losing the things that make the Village of Lombard such a special place. Putting Historic Lilacia Park on the

National Register of Historic Places will help us to preserve the joys of Historic Lilacia Park for future generations.

Lilacia Park is known internationally as one of the world’s foremost collections of lilacs, which collection includes many brought to the United States from Europe by the Plums. As the “Lilac Village”, Lilacia Park is part of the identity of all Lombardians. Each spring since 1930, the blooming of the lilacs has been celebrated with Village-wide festivities lasting for several weeks – many are organized by LHS, the Lombard Park District, and the Lombard Garden Club. “Lilac Time” brings thousands of tourists to Lombard each year, including international tourists. While spring festivals of this caliber were once quite common, they have become increasingly rare over the past several hundred years. As such, Historic Lilacia Park ties us to a part of our heritage that goes beyond landscape architecture and recreational history – it provides a platform to understand and participate in the annual celebration of the coming of spring that was once a cause for festivity in nearly all communities.

A number of LHS employees and volunteers, all highly qualified, have already committed to the Project, as set forth in more detail in the Project Budget provided below. The Project Budget, as set forth in this document, thus serves as the list of those responsible for each component of the Project, as required by the Certified Local Government Program Matching Grants and Application Guidelines for the Federal Fiscal Year 2018 (the “**2018 Grant Guidelines**”). Please note that those who have committed to participate in the Project include the Chairman of the Lombard Historic Preservation Commission, many commissioners thereof, the Executive Director of the Lombard Historical Society, many members of the Board of Managers thereof, the Superintendent of Parks & Facilities for the Lombard Park District, and members of the Lombard Garden Club (including past Presidents and civic committee members thereof). Their commitment to participate in the Project is a demonstration of local support, as required by the 2018 Grant Guidelines.

In addition to the resources described in the Project Budget, those involved with the Project will solicit donations over the course of the Project from non-federal third parties (including other public agencies, institutions, and private organizations and individuals). The individuals specified in the Project Budget have a long history of running successful capital campaigns to improve the quality of life in Lombard. We estimate that donations will be in the amount of \$500 or more.

Project Timeline:

April 1, 2018 (or as soon as grant agreement is signed): The LHPC will conduct a search for qualified National Register nomination preparers who meet the Professional Qualifications Standards set forth in 36 CFR Part 61 (i.e., as defined by the National Park Service).

May 1, 2018 (or as soon as possible after the grant agreement is signed): LHPC will identify one or more acceptable National Register nomination preparers who are suitable for the project, based upon the results of the search referred to above, and submit the resume of each such National Register nomination preparer as required by the 2018 Grant Guidelines. LHPC will engage one or more such National Register nomination preparers whose resumes have been approved by the State Historic Preservation Office in writing (such engaged person(s), the “**Nomination Professional**”) to prepare the National Register nomination form for Historic Lilacia Park, together with supporting materials (such nomination form and supporting materials, collectively, the “**Nomination**”), and to guide the nomination process. In addition, the Project Manager (as such term is used in the 2018 Grant Guidelines), LHS employees (working within their regular

scope of employment), volunteers working within their areas of expertise, and additional volunteers (such Project Manager, LHS employees, and volunteers, together with the Nomination Professional, the “**Working Group**”) will begin to coordinate with the Nomination Professional to provide such information and other support and resources as are necessary or useful to the Nomination Professional as he or she prepares the Nomination and guides the nomination process. Such coordination will continue throughout the term of the Project.

August 30, 2018 (or as soon as possible): A first draft of the Nomination will be submitted to IDNR SHPO NRHP staff for review and comment. Any and all comments and feedback received will be processed by the Working Group, and the Nomination will be revised accordingly (if necessary) and submitted for consideration by the Illinois Historic Sites Advisory Council.

October 26, 2018 or February 2019: Our goal is to have the Nomination reviewed at the October 26, 2018 or the February 2019 meeting of the Illinois Historic Sites Advisory Council, but review at a later meeting would not render us unable to complete the Project as planned. Optimistically, beginning on October 26, 2018 (or the date of the February 2019 meeting of the Illinois Historic Sites Advisory Council, as applicable), the Project will move forward as follows: (a) the Illinois Historic Sites Advisory Council advises for designation of Historic Lilacia Park and forwards the Nomination to the State Historic Preservation Officer; (b) the State Historic Preservation Officer nominates Historic Lilacia Park to the National Register of Historic Places; (c) the Keeper of the National Register, Washington, D.C., approves the Nomination (at this point the Nomination is synonymous with the nomination of the State Historic Preservation Officer); and (d) Historic Lilacia Park is designated to the National Register of Historic Places. If the Project does not, as a result of the submission of the Nomination as described above, result in Historic Lilacia Park being designated to the National Register of Historic Places, and it is determined by the Working Group that the Nomination, if revised and/or supplemented and then resubmitted, could be reasonably likely to result in Historic Lilacia Park being designated to the National Register of Historic Places, then the Nomination will be revised and/or supplemented as deemed to be advisable by the Nomination Professional, working in conjunction with the rest of the Working Group (such revised and/or supplemented Nomination, the “**Revised Nomination**”), and the Revised Nomination will be submitted for consideration by the Illinois Historic Sites Advisory Council.

September 30, 2019 (or as soon as possible): All Project work will have been completed.

Project Budget:1

Item	Vendor	Quantity	Cost/item	Total Cost
Professional National Register application preparer(s)	To be determined	45 hours (paid professional)	\$4,500.00	\$4,500.00
Project Management	Project Manager, John R. Wilkerson	30 hours (volunteer)	\$8.25	\$247.50
Research; Coordination among Lombard Historical Society, LHPC,	Lombard Historical Society Executive Director, Sarah Richardt	20 hours (LHS employee)	\$25.00	\$500.00

1 We estimate that donations will be in the amount of \$500 or more.

Lombard Park District, and other civic and governmental organizations				
Research; Formatting / generating photographs and maps that adhere to the Illinois National Register Digital Photo Requirements and to the National Register Electronic Map Policy, respectively	Lombard Historical Society Archivist, Jean Cooper	30 hours (LHS employee)	\$15.25	\$457.50
Coordination between Lombard Park District, Lombard Historic Preservation Commission, and other civic and governmental organizations	William Sosnowski, Superintendent of Parks & Facilities for the Lombard Park District	5 hours (volunteer)	\$8.25	\$41.25
Research; Coordination among Working Group, Lombard Historical Society, LHPC, and other civic and governmental organizations	Rita Schneider, Chairman of the Lombard Historic Preservation Commission	30 hours (volunteer)	\$8.25	\$247.50
Research; Advice concerning National Register process; Coordination among Lombard Historical Society, LHPC, Lombard Garden Club, and other civic and governmental organizations	Patricia Poskocil, past Chairman of the Lombard Historic Preservation Commission, current LHPC commissioner, founding and current member of the Board of Managers of the Lombard Historical Society, past President of the Lombard Garden Club, past member of the Lombard Garden Club Civic Committee, and current member of the	10 hours (volunteer)	\$8.25	\$82.50

	Lombard Garden Club			
Coordination between Lombard Garden Club, Lombard Park District, Lombard Historical Society, LHPC, and Working Group concerning inventory of historic lilac bushes and other plantings in Historic Lilacia Park	Mary Mae Meyer, past President and current member of Lombard Garden Club	10 hours (volunteer)	\$8.25	\$82.50
Advice concerning National Register process, Regional Planning and Policy, and other governmental and "green community" matters	Jennifer Henaghan, Deputy Research Director & Green Communities Center Manager at American Planning Association	5 hours (volunteer)	\$8.25	\$41.25
Coordination of pro bono legal support, as needed	Stephanie Zabela, Esq., Partner at McGuireWoods LLP, member of the Lombard Historical Society Board of Managers, and Lombard Historic Preservation Commission commissioner	5 hours (volunteer)	\$0	\$0
General volunteer services (non-legal capacity)	Stephanie Zabela, Esq., Partner at McGuireWoods LLP, member of the Lombard Historical Society Board of Managers, and Lombard Historic Preservation Commission commissioner	5 hours (volunteer)	\$8.25	\$41.25
Other volunteer services	Other volunteers	50 (volunteer)	\$8.25	\$412.50

EXHIBIT B

DELIVERABLES OR MILESTONES

National register completed application for Historic Lilacia Park.

EXHIBIT C

PAYMENT

Grantee shall receive \$ 11,250.00 under this Agreement.

Enter specific terms of payment here:

The Deliverable report copy is required, along with copies of paid receipts or documentation of local in-kind showing the total local match amount has been acquired and/or expended. DNR State Historic Preservation Office staff monitoring this project will review and approve all requests for project reimbursement before forwarding those to grant administration staff.

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

Rachel Leibowitz, Ph.D.
Deputy State Historic Preservation Officer
Illinois State Historic Preservation Office
Illinois Department of Natural Resources
1 Natural Resources Way
Springfield, Illinois 62702
Phone: (217) 785-5031
Cell: (217) 299-4514
E-mail: rachel.leibowitz@illinois.gov

GRANTEE CONTACT

Name: TAMI URISH
Title: PLANNER I
Entity: VILLAGE OF LOMBARD
Address: 255 E. WILSON AVENUE
Address: LOMBARD, IL 60148
Phone: 630-620-5967
TTY #: 630-873-4595
E-mail: leibowitz@urish@villageoflombar
Fax #: 630-629-2374
Additional Information: _____

EXHIBIT E
PERFORMANCE MEASURES

EXHIBIT F

PERFORMANCE STANDARDS

Successful completion of a National Register application for Historic Lilacia Park.

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.

EXHIBIT H

ADDITIONAL REQUIREMENTS

1.0. Mandatory Federal Language

1.1. Acknowledgment of Federal Assistance and Nondiscrimination must be made in the publication of any material based upon, or developed under, any activity supported by U.S. Department of the Interior Historic Preservation Fund grant funds, including Survey Reports, brochures, press releases, audio-visual presentations, and other media. The following wording must be included verbatim in such material:

The activity, which is the subject of the (type of publication), has been financed (in part/entirely) with federal funds from the Department of the Interior, administered by the Illinois Department of Natural Resources. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Illinois Department of Natural Resources, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or the Illinois Department of Natural Resources.

1.2. Any publication or printed material that is distributed to the public, including notices about public meetings, must include the following statement verbatim:

This program receives Federal financial assistance for identification and protection of historic properties under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended. The U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, or disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

<i>Office for Equal Opportunity</i>	<i>or</i>	<i>Equal Employment Opportunity Officer</i>
<i>National Park Service</i>		<i>Illinois Department of Natural Resources</i>
<i>P.O. Box 37127</i>		<i>One Natural Resources Way</i>
<i>Washington, DC 20013-7127</i>		<i>Springfield, IL 62702</i>

1.3. Any formal advertisements for RFPs must include the following statement verbatim:

This project receives federal funds and requires compliance with all Federal, State, and local laws, rules, and regulations.

2.0. Completion Reports: All Grant Projects must submit a Completion Report via email to DNR.Grants@illinois.gov after the Project is completed and prior to the end of the Term. Survey Projects must submit a Completion Report and a Survey Report. The Completion Report has a Narrative and a Financial Portion.

2.1. In the Narrative Portion, Grantee must fully describe the work accomplished and any special techniques or preservation procedures that proved especially satisfactory (or unsatisfactory). The Narrative Portion is comprised of:

- 2.1.1. Complete description of the Project and its components;
- 2.1.2. Assessment of the degree of success achieved by the Project;

2.1.3. Description of all promotional and publicity activities involved in the Project, if any. Include relevant newspaper articles, handouts, news releases, etc.;

2.1.4. Resumes for the principal individuals engaged in the Project, unless previously submitted;

2.1.5. Discussion of any problems encountered in the implementation of the Project and their resolutions;

2.1.6. Digital files of Project publications, including NRHP nominations, brochures, guidebooks, newsletters, planning documents, video recordings, etc.

2.2. The Financial Portion certifies Project costs and requests reimbursement and consists of:

2.2.1. Completed and signed Forms 1 through 5, available for download on DNR's CLG Grant webpage. Form instructions can be found in the Grant Manual

2.2.2. Relevant documentation that supports each form, as required, such as payroll statements and donor valuations.

2.3. Survey Reports: As a component of the Completion Report, Grantees undertaking Survey Projects must mail three printed, unbound hardcopies of a Survey Report and original photographs and one searchable .pdf version on a CD or DVD. Photographs must be digital images of 1,600 X 1,200 pixels at 300 pixels/inch or larger, attached or scanned onto the survey form in grayscale or color. Clearly labeled digital images should be saved in 8-bit or larger color format, which provides maximum detail even when printed in black and white, and provided on two CD-Rs (one for the community and one for SHPO). If photographs are printed separately from the inventory forms, photos must be labeled so they can be matched with their forms. Survey Reports must contain the following:

2.3.1. Introduction explaining the nature and extent of the survey, the acreage and number of buildings surveyed, and (if applicable) a short description of previous surveys undertaken in the community by federal, state, or local governments, or private agencies, organizations or individuals.

2.3.2. Description of the survey methodology and the relevant NRHP evaluation criteria, local landmark criteria, and integrity thresholds for designation. Describe any information missing from current and previous surveys (i.e., chain of title, architectural plans, etc.) and suggest future information gathering. Note any data gaps in descriptions, contexts, and chains of ownership.

2.3.3. Detailed description of the historic context of the survey area or theme, including a general history of the surveyed area, the larger community, or county (where applicable) and a full description of the various characteristics that give the area its identity, including architectural styles, materials, building types, street patterns, topography and land use.

2.3.4. Map of the community with survey area identified

2.3.5. Detailed map or maps of the survey area showing the location of individual properties.

2.3.6. Tabulation of the number of resources investigated, the number of resources 45 years old or older, and the number of primary and secondary buildings, outbuildings, structures, and objects in the survey area.

2.3.7. Evaluation of the potential for individual or historic district NRHP and local landmark designation, and any other applications of the survey data. Include general information on the condition and potential future preservation of the resources, impacts/threats assessment, losses, needs assessment, and strategies/priorities for resource preservation.

2.3.8. Bibliography of sources consulted

2.3.9. Completed Inventory Forms, each containing one or more photographs, description, construction date, architect and/or builder (if available), physical changes, historical information, and NRHP evaluation.

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:

[Here is where the Grantor lists its specific requirements. Numbering should continue from **PART ONE**, so the first Article of PART TWO should be Article 27 and the first paragraph should be 27.1.]

[See Paragraphs 4.4, 4.7, 4.8, 5.1, 7.9, 12.4, 13.5(a), 14.1, 14.2, 15.2 19.1 and 24.1 for information that may be required in this **PART TWO**.]

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:

[Here is where the Grantor lists the specific requirements for this Project, including identification of all applicable state and federal rules. Numbering should continue from **PART TWO**.]

[See Paragraphs 4.4, 4.7, 4.8, 5.1, 7.9, 12.4, 14.1, 14.2, 15.2, 19.1 and 24.1 for information that may be required in this **PART THREE**.]