

GRANT AGREEMENT



BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
AND  
HEARTLANDS CONSERVANCY

PRAIRIE DU PONT/JUDY'S BRANCH WATERSHED-BASED PLAN DEVELOPMENT AND  
PILOT DEMONSTRATIVE BEST MANAGEMENT PRACTICES IMPLEMENTATION

The Illinois Environmental Protection Agency (Grantor), with its principal office at 1021 North Grant Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276, and HeartLand Conservancy (Grantee), with its principal office and payment address at 29 E. Main Street, Belleville, Illinois, 62220-1420, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS  
RECITALS

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

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

ARTICLE I  
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 948110515 is Grantee's correct DUNS Number, that [REDACTED] is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a:

- |   |   |
|---|---|
| <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 checked="" type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation                              | <input type="checkbox"/> P = partnership  |
| <input type="checkbox"/> Governmental Unit                                | <input type="checkbox"/> 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 \$919,868.74, of which \$230,742.14 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is C99520017, the federal awarding agency is United States Environmental Protection Agency, and the Federal Award date is 4/20/2017. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Nonpoint Source Implementation Grants and Number is 66.640. The Catalog of State Financial Assistance (CSFA) Number is 532-60-2503. The State Award Identification Number is 2503-24838.

1.4. Term. This Agreement shall be effective on the date of Illinois EPA's official signature and shall expire on March 31, 2023, unless terminated pursuant to this Agreement.

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

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

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY**

**HEARTLANDS CONSERVANCY**

By:   
Signature of John J. Kim

By:   
Signature of Mary Vandevord

By: \_\_\_\_\_  
Signature of Designee

E-mail: mary.vandevord@heartlandsconservancy.org

Date: 3/19/21

Date: 3-18-2021

Printed Name: John J. Kim

Printed Name: Mary Vandevord

Printed Title: Director

Printed Title: President and Chief Executive Officer

By:   
Signature of Jacob Poeschel

Date: 3/19/21

Printed Name: Jacob Poeschel

Printed Title: Chief Financial Officer

By: \_\_\_\_\_  
Signature of Chuck Gunnarson

Date:  3/18/21

Printed Name: Charles Gunnarson

Printed Title: Chief 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.

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 7000.40(c)(1)(A).

2.5. Compliance with Registration Requirements. Grantee 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; (iv) have a valid UEI, if applicable; and (v) 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.

**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.

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

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 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.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"GOMB" means the Illinois Governor's Office of Management and Budget.

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

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"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 1.4.

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

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee by SAM.

#### ARTICLE IV PAYMENT

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

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. 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.

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

4.6. **Interest.**

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

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

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

**ARTICLE V**  
**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of 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 by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

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

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



**ARTICLE VII  
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

(a) 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. 44 III. Admin. Code 7000.420(d).

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

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

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

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

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 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.

7.9. **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 7.8.

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

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

#### ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care,

early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

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

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

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

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

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

(o) **Criminal Convictions.** Grantee certifies that neither it nor any 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).

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

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

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

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

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

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

#### ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 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 three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). 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 and 44 Ill. Admin. Code 7000.430(e), 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 FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

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

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

**ARTICLE XIV  
PERFORMANCE REPORTING REQUIREMENTS**

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, 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 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

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



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

## ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

### 15.2. Consolidated Year-End Financial Reports.

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

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

- (i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year 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 end of Grantee's fiscal year.

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.

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the

Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

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

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

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

#### 15.4. **"For-Profit" Entities.**

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

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

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and state Awards, singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

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

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

15.6. Delinquent Reports. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

## ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

### 16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(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. 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. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5. Effects of Suspension and Termination.

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

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

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

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

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

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(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. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3. **Liability as Guaranty.** Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

### **ARTICLE XVIII NOTICE OF CHANGE**

18.1. **Notice of Change.** Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management 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 30 ILCS 708/35.

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

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

**ARTICLE XXII  
EQUIPMENT OR PROPERTY**

22.1. **Transfer of Equipment.** Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. 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.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

#### **ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

#### **ARTICLE XXIV INSURANCE**

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

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

**ARTICLE XXV  
LAWSUITS AND INDEMNIFICATION**

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

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

**ARTICLE XXVI  
MISCELLANEOUS**

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

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

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

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

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

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



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

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

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

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

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

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

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

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

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

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

This project will develop a watershed-based plan (Plan) for the approximate 95,000-acre project area which includes the Prairie du Pont watershed (HUC 0714010105) and the St. Clair County portion of the Judy's Branch watershed (HUC 0714010104). The plan will be designed to improve water quality by controlling nonpoint source pollution. The plan will be consistent with the USEPA watershed-based plan guidance found in Appendix C of the Nonpoint Source Program and Grants Guidelines for States and Territories dated April 12, 2013 (as revised), the July 2018 USEPA *Critical Source Area Identification and BMP Selection: Supplement to Watershed Planning Handbook*, and current watershed planning principles. The development of the Plan will include a significant outreach and information program which will require implementation of pilot demonstrative best management practices (BMP) for 1) traditional stormwater runoff control (TSRC) and 2) minor sewer system infrastructure issues (MSSI). The outreach and information program will include community-based efforts such as training, displays, and workshops, along with technical assistance. The Project will include the development and implementation of a watershed stakeholder floodwater data collection and tracking program (e.g., rain gauge and water depth measuring sticks).

The Plan will be developed to help address stormwater runoff control to reduce flood events in the watershed (home of Centreville, Alorton, and part of East St. Louis). The Plan will comply with State and federal guidelines to improve the chance to secure future technical and financial assistance from private, State, and federal organizations to implement the Plan once completed. A local Watershed Planning Committee (Committee) will be established – this Committee will reflect the 'personality' of the watershed – including members of local active citizen groups and local, State, and federal entities, as appropriate. A Technical Advisory Committee (TAC) will be created to support the Committee in the development of the Plan. The TAC will make recommendations regarding the development of the Plan's watershed resource inventory and the types of BMPs, including specific techniques and construction requirements, cost estimates, BMP lifespan, and operation and maintenance needs.

The Plan will document the existing watershed conditions (natural resources, landuse, stakeholder concerns, etc.) and identify BMPs, activities, and programs that the watershed stakeholders support that can be implemented to help manage stormwater to reduce 1) the number of flood events, and shorten their duration, and 2) the Infiltration and Inflow (I&I) pressure on the wastewater collection system(s). The Plan must include, at a minimum, nine specific elements required in U.S. EPA's watershed-based plan development guidance, including site-specific BMP recommendations, an implementation schedule, and identification of potential partners and funding sources to pursue to implement the Plan's recommendations. The Project goal is to create the most optimal and cost-effective Plan to address the watershed's stormwater runoff and flood event issues.

Examples of demonstrative BMPs (traditional stormwater runoff control and the minor sewer system infrastructure) that may be funded through the Prairie du Pont Project are provided below. The lists are not all-inclusive, and inclusion of a BMP does not equate to an automatic eligibility for funding under the Prairie du Pont Project.

Traditional Stormwater Runoff (TSWR) Control BMPs	Minor Sewer System Infrastructure (MSSI) BMPs
Reconnecting Stream to Floodplain	Lift Station
Stream Channel Restoration	<ul style="list-style-type: none"> <li>• Pump Repair/Replacement</li> </ul>
Levee Modification	<ul style="list-style-type: none"> <li>• Control Panel Repair/Replacement</li> </ul>
Wetland Restoration or Enhancement	Infiltration/Inflow Correction
Detention Practices (sediment and nutrient)	Sealing/Elevating Manholes
Bioretention	Sewer Main Point Repair
Rain Gardens and Rain Barrels	Clean Out Caps
Permeable and Porous Pavement	Inspection/Routine Maintenance
Bioswales	Smoke Testing & Television of Sewer Mains
Green Roofs	Surface Drainage Ditch Repair/Retrofit
Urban Filter Strips	Culvert Replacement
	Drainage Ditch/Catchment Basin Clean Out

- **OUTPUTS:**
  - Watershed-Based Plan Development Strategy
  - Outreach and Information Strategy
    - Watershed Stakeholder Floodwater Data Program
  - Best Management Practice (BMP) Implementation Strategy
    - Implementation of demonstrative Stormwater Runoff Control and Minor Sewer System Infrastructure BMPs
  - Watershed-Based plan that meets USEPA’s nine required elements of a watershed-based plan as described in USEPA’s April 2013 Section 319 guidance.
    - Watershed Resource Inventory
    - Executive Summary
    - Watershed-Based Plan Evaluation
  
- **OUTCOMES:**
  - Future implementation of the watershed-based plan recommendations
  - Reduced stormwater runoff and annual pollutant loadings to Prairie du Pont Creek and Judy’s Branch

**EXHIBIT B**  
**DELIVERABLES OR MILESTONES**

<u>Description</u>	<u>Completion Date</u>
<b>PROJECT COORDINATION AND TECHNICAL ASSISTANCE</b>	
1. Project Coordination	March 31, 2023
<b>WATERSHED-BASED PLAN (WBP) DEVELOPMENT STRATEGY</b>	
2. Draft WBP Strategy	May 14, 2021
Final WBP Strategy	June 30, 2021
Complete Implementation of WBP Strategy	February 28, 2023
<b>OUTREACH AND INFORMATION STRATEGY</b>	
3. Draft Outreach and Information Strategy	May 14, 2021
Final Outreach and Information Strategy	June 30, 2021
Complete Implementation of Outreach and Information Strategy	February 28, 2023
<b>BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION STRATEGY</b>	
4. Draft BMP Strategy	May 14, 2021
Final BMP Strategy	June 30, 2021
BMP Implementation Start Deadline	March 19, 2022
Complete Implementation of BMP Strategy	February 28, 2023
<b>PROJECT REPORT</b>	
5. Draft Project Report	December 31, 2022
Final Project Report	March 15, 2023
<b>OTHER DIRECTED ACTIVITIES</b>	
Periodic Performance and Financial Reports	Quarterly as stipulated

**EXHIBIT C**

**PAYMENT**

The Grantee shall receive **\$919,868.74** under this Agreement.

<b>TOTAL PROJECT COST:</b>	\$ 1,019,391.21	
<b>Grantor Share:</b>	\$ 919,868.74	90.1 % of Total project cost
<b>Grantee Share:</b>	\$ 99,522.47	9.9 % of Total Project cost

The specific terms of payment are:

The estimated project costs allowable under this Agreement are identified in the Budget incorporated herein as an **Attachment 1**.

The Prairie du Pont Project will provide up to 85 percent of the approved project costs for development of the watershed-based plan, outreach and education, and general project administration, 95 percent of the stormwater runoff pilot demonstrative BMP implementation costs, and 95 percent of the minor sewer system infrastructure issues demonstrative BMP implementation costs.

This award does include an option for a **single startup payment**, no greater than \$75,000.00, for any eligible project costs. The startup payment is part of the overall budget and requires the same type of documentation as the reimbursed portion. The startup payment expense-documentation must be tracked separately, from the reimbursement requests, and must be submitted and reconciled before the conclusion of the grant term and the submittal of the final project invoice.

Federal funding shall make up no part of the Grantee’s share of the watershed-based plan development, outreach and education, or administration portions of the project cost. Illinois state sales tax is not eligible for reimbursement or as match. The Grantee must not exceed the Illinois Department of Central Management Services Travel Reimbursement Schedule for mileage, per diem/meals, and lodging.

The Grantor’s financial obligations to the Grantee are limited to the amount of funding identified as “Grantor Share” in this Agreement. All Grantee costs and match must be incurred within the Agreement Term. If the Grantee incurs costs in anticipation of receiving additional funds from the Grantor, the Grantee does so at its own risk.

Except for the single startup payment, of up to \$75,000.00, payment requests submitted by the Grantee must be for the reimbursement of incurred costs. Requests for payment must be submitted by the Grantee’s authorized representative no more frequently than once per month. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the Grantor no later than August 11 of that year; otherwise the Grantee may have to seek payment through the Illinois Court of Claims. Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Grantor. The requests for payment shall be submitted to:

Illinois Environmental Protection Agency  
 Attention: Fiscal Service  
[EPA.FiscalServ@Illinois.gov](mailto:EPA.FiscalServ@Illinois.gov)  
 P.O. Box 19276; Mail Code #2  
 Springfield, Illinois 62794-9276

The Grantor may withhold payment to the Grantee if the Grantee's progress in completing the Performance Measures contained in Exhibit E of this Agreement does not meet the project schedule contained in the Agreement to the satisfaction of the Grantor. The Grantor may withhold payment to the Grantee if Grantee fails to file required reports. The Grantor retains the right to withhold ten (10) percent of the Grantor Share until all products outlined in Exhibit E (Performance Measures) of this Agreement are submitted and approved by Grantor.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor a release of all claims against the Grantor arising under the Agreement. Unless otherwise provided in the Agreement or in another writing executed by both the Grantor and the Grantee, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Grantor may have pertaining to the Agreement against any party affected by the Agreement.

**EXHIBIT D**  
**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

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

**GRANTOR CONTACT**

Name: Christine Davis  
Manager, Watershed Management  
Section  
Title: Section  
Address: Illinois Environmental Protection Agency  
Bureau of Water, Nonpoint Source Unit  
Mail Code #15  
P.O. Box 19276  
Springfield, Illinois 62794-9276  
Phone: (217) 782-3362  
TTY#: \_\_\_\_\_  
Fax#: \_\_\_\_\_  
E-mail  
Address: [christine.davis@illinois.gov](mailto:christine.davis@illinois.gov)

**GRANTEE CONTACT**

Name: Tyler Burk  
Title: Project Manager  
Address: HeartLands Conservancy  
29 E. Main Street  
Belleville, Illinois 62220-1420  
Phone: (618) 566-4451 Ext. 25  
TTY #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
E-mail: [tyler.burk@heartlandsconservancy.org](mailto:tyler.burk@heartlandsconservancy.org)  
Additional  
Information: \_\_\_\_\_



**EXHIBIT E**  
**PERFORMANCE MEASURES**

Under this Agreement, the Grantee shall complete\* the following tasks.

\*All submissions shall be sent to the Grantor Contact as identified in Exhibit D of this Agreement and shall be submitted electronically unless otherwise specified by the Grantor.

**PROJECT COORDINATION**

1. Serving as the lead organization, the Grantee shall provide outreach, technical, and financial assistance to stakeholders within the Prairie du Pont project area (HUCs 0714010104 and the St. Clair portion of 0714010105) to develop an Illinois EPA-approvable watershed-based plan and implement demonstrative stormwater runoff control and minor sewer system infrastructure best management practices (BMPs).

**WATERSHED-BASED PLAN (WBP) DEVELOPMENT STRATEGY**

2. The Grantee shall cause the development of a succinct Watershed-Based Plan Development Strategy to outline the process to create a watershed-based plan for the Prairie du Pont project area. The Watershed-Based Plan Development Strategy shall include an implementation schedule for the watershed resource inventory, watershed-based plan, executive summary, and watershed-based plan evaluation.

The draft Watershed-Based Plan Development Strategy will be submitted by the Grantee to the Grantor by May 14, 2021, with the final BMP Strategy submitted to the Grantor by June 30, 2021. Only minimal activities related to watershed planning shall be started until the final Watershed-Based Plan Development Strategy is approved by the Grantor. The Grantee shall complete the implementation of the Watershed-Based Plan Development Strategy by February 28, 2023.

**Watershed Resource Inventory**

The Grantee shall compile a comprehensive watershed resource inventory (Inventory) for the Prairie du Pont project area (HUC 0714010105 and the St. Clair portion of HUC 0714010104) to support development of a watershed-based plan designed to improve water quality through control of NPS pollution and to reduce flooding through control of stormwater runoff consistent with the Watershed-Based Plan Development Strategy. Activities can include field assessments, custom modeling, stakeholder engagement, and one-on-one landowner interaction. The requirements for an Inventory are detailed in Attachment 2, and will include, at a minimum, the following sections:

- Watershed Boundaries
- Geology and Climate
- Soils
- Watershed Drainage System
- Water Quality Assessment
- Watershed Jurisdictions
- Demographics
- Land Use / Land Cover

A copy of the draft Inventory shall be completed and submitted by the Grantee to the Grantor for review and approval. The final Inventory shall be completed and submitted by the Grantee to the Grantor as part of the watershed-based plan described in Item 2 of Exhibit E of this Agreement.

**Watershed-Based Plan**

The Grantee shall develop a watershed-based plan (Plan) for the Prairie du Pont project area (HUCs 0714010105 and the St. Clair portion of 0714010104) that is designed to improve water quality by controlling NPS pollution and reduce flooding through stormwater runoff control. The plan shall meet the requirements outlined in Attachment 2 of this Agreement and be consistent with the USEPA watershed-based plan guidance found in *Appendix C of the Nonpoint Source Program and Grants Guidelines for States and Territories* dated April 12, 2013 (as revised), the July 2018 USEPA *Critical Source Area Identification and BMP Selection: Supplement to Watershed Planning Handbook*, and the Chicago Metropolitan Agency for Planning's *"Guidance for Developing Watershed Action Plans in Illinois"* dated June 2007.

The Plan shall contain a problem statement, goals, and objectives as developed from the completed Inventory along with input from the local stakeholders and local experts. The Plan shall identify and assess use impairments of water resources along with the causes and sources of such impairments. Site-specific and watershed wide BMPs shall be identified for prevention, remediation, restoration, and maintenance to achieve water quality, flood reduction, and natural resource objectives. The Plan shall contain the associated units (number, feet, acres) of BMPs that should be implemented, cost of implementation, estimated pollutant load reduction, priority, and for each site-specific recommended BMP the entity responsible for its installation. This can be provided in a tabular or narrative format. All pollutant load reduction estimates should be made recognizing the natural variability and the difficulty in precisely predicting the performance of BMPs over time.

The Plan shall identify the costs and funding sources associated with its implementation. The Plan shall include an implementation schedule; description of interim, measurable milestones; public information/education component; and a monitoring component.

The Grantee shall submit a draft Plan to the Grantor for review and approval. The final Plan, including the Inventory, as described in Item 2 of Exhibit E of this Agreement, shall be completed and two (2) paper copies and one (1) electronic copy submitted by the Grantee to the Grantor.

**Executive Summary**

Plan findings and recommendations shall be encapsulated into a brief executive summary that will be used to inform watershed stakeholders and local decision makers of the watershed needs for stormwater runoff control for water quality improvement and flood control. The executive summary shall contain appropriate photos, graphics, and maps. The Grantee shall submit the draft executive summary for review and approval to the Grantor and upon approval two (2) paper copies and one (1) electronic copy of the final executive summary shall be submitted by the Grantee to the Grantor.

**Watershed-Based Plan Evaluation**

The Grantee shall perform a self-assessment of the final Plan developed under Item 2 of Exhibit E of this Agreement using the Illinois Watershed-Based Plan or Total Maximum Daily Load Implementation Plan Joint Evaluation Form to verify that all elements of a watershed-based plan have been met.

OUTREACH AND INFORMATION STRATEGY

3. The Grantee shall develop and implement an active and passive outreach and information program that uses the planning activities and the BMP implementation activities conducted under this Agreement to promote NPS pollution and stormwater runoff control awareness to watershed stakeholders. The Grantee shall develop an Outreach and Information Strategy which describes the activities to be conducted as part of this project. The Outreach and Information Strategy will provide a proposed schedule, outline, and budget for all outreach and informational activities to be completed through this project. The Grantee can use tools such as signs, programmatic experiences, educational outreach with partner organizations, tours and/or planting days, displays, newspaper and newsletter articles, brochures, and web site to complete this project component. The draft Outreach and Information Strategy will be submitted by the Grantee to the Grantor by May 14, 2021, with the final Outreach and Information Strategy submitted to the Grantor by June 30, 2021. Limited activities related to education shall be implemented until the final Outreach and Information Strategy is approved by the Grantor. The Grantee shall submit a final agenda for workshops, tours and other events to the Grantor at least 30 days prior to the execution of said event. The Grantee shall complete the implementation of the Outreach and Information Strategy by February 28, 2023.

BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION STRATEGY

4. The Grantee shall develop and implement a Best Management Practice (BMP) Implementation Strategy for the Prairie du Pont project area (HUCs 0714010105 and the St. Clair portion of 0714010104). The majority of the BMPs should be installed within the first 12 months of the project, unless otherwise approved by the Grantor. The BMP Implementation Strategy shall provide a proposed schedule, outline, and budget for all activities to be completed through this project. The Strategy shall include information regarding:
  - Process to identify and select demonstrative BMP types and locations.
  - Pre-BMP implementation; BMP Documentation Form – Part I, design plans and supporting materials, Operation and Maintenance Plan, landowner agreement, and permitting, and
  - Post-BMP implementation; construction checkout, BMP Documentation Form – Part II and supporting invoice and photographic documentation.

The Grantee shall design a sign which acknowledges the participating agencies and identifies Section 319 of the Clean Water Act as a funding source of the project. The Grantee shall complete and submit a sign design to the Grantor for review and approval. The Grantee shall erect the signs prior to the installation of the BMP(s) and for a period thereafter as mutually agreed upon by the Grantee and the Grantor.

The Grantee shall complete Part I of the BMP Documentation Form (Part I) and compile all design supplemental information (Design) for the BMPs. The Design shall include all plans and specifications, operation and maintenance plans (O&M Plan), a description of installation and construction techniques, and materials to be used (including plant species).

The Design for the stormwater runoff control BMPs shall meet the requirements of at least one of the following documents: 1) the current Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual, 2) the Illinois Urban Manual, and/or 3) the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The stormwater runoff control BMP Designs shall be certified by a registered professional engineer or NRCS staff unless the Grantee obtains a written waiver from this certification requirement from the Grantor.

O&M Plans shall be developed to ensure the long-term viability (no less than 10 years) for all the BMPs implemented under this Agreement. The O&M Plans shall identify inspection needs and management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O&M Plans shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs, as well as the financial resources necessary for implementation of the O&M Plans.

Part I and the Design shall be submitted by the Grantee to the Grantor for review and approval. Upon Grantor's request, Part I and the Design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval.

The Grantee shall secure any necessary permits prior to the implementation of the Design developed under Item 4 of Exhibit E of this Agreement. The Grantee shall enter into legally binding agreements with participating landowners to ensure that the BMPs are maintained as designed and that the O&M Plans are implemented for no less than 10 years from the implementation of the BMPs. The Grantee shall submit a draft of the agreement to the Grantor for review and approval. The Grantee shall submit a copy of the executed agreement to the Grantor prior to the implementation of the BMP.

Upon completion of a BMP, the Grantee shall complete and submit Part II of the BMP Documentation Form with all supporting documentation to the Grantor.

Implementation of the BMP Designs developed in accordance with Item 4 of Exhibit E of this Agreement must begin by March 19, 2022. In the event that construction and implementation of the Designs developed in accordance with Item 4 of Exhibit E of this Agreement has not begun by March 19, 2022, the Grantee, or its Assigns, shall immediately discontinue all work on the Design implementation, unless an extension is requested by the Grantee and approved by the Grantor prior to March 1, 2022. In the event of such a discontinuation of work, limited costs incurred in association with the BMP Design will be eligible for reimbursement by the Grantor.

The draft BMP Strategy will be submitted by the Grantee to the Grantor by May 14, 2021 with the final BMP Strategy submitted to the Grantor by June 30, 2021. Limited implementation activities related to BMP implementation shall be started until the final BMP Strategy is approved by the Grantor. The Grantee shall complete the implementation of the BMP Strategy by February 28, 2023.

#### PROJECT REPORT

5. The Grantee shall evaluate and prepare a report on the success of the Prairie du Pont/Judy's Branch WBP Development and Pilot Demonstrative BMP Implementation Project in terms of water quality through NPS pollution and flood reductions through stormwater runoff control. The report shall document the project tasks, implementation schedule, and budget. For all BMP implementation developed under Item 2 of this Agreement, the report shall include pre- and post-conditions, type and location of practices, plans and specifications, the O&M Plan, a description of installation and construction techniques, and materials used (including plant species). The draft report shall be completed and submitted by the Grantee to the Grantor for review and approval by December 31, 2022. The final report shall be completed and two (2) paper copies and one (1) electronic copy submitted by the Grantee to the Grantor by March 15, 2023.

**EXHIBIT F**

**PERFORMANCE STANDARDS**

All products produced, and all work performed by the Grantee under this Agreement shall be subject to review and approval by the Grantor to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

The Grantee shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Grantee under this Agreement. The Grantee must, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Grantee will perform such services as necessary to accomplish the objectives of this Agreement, in accordance with all the terms of this Agreement.

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.

The Grantee and the Grantor have the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Grantee receiving financial assistance under this Agreement whether the product is developed by the Grantee or a sub-grantee.

The Grantee will include in any publications for external general circulation (including brochures, newsletters, and presentations materials) the following phrase: "Funding for this project provided, in part, by the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act."

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

The Grantor reviewed the risk posed by the Grantee. The risk level is: Medium for a) Quality of Management System and b) Audit.

1. The following additional award conditions apply to this grant:
  - a. Quality of Management System – requires more detailed reporting
  - b. Audit – requires desk review of the status of implementation of corrective actions
2. The reasons for the risk level:
  - a. Quality of Management System – medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
  - b. Audit – medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing of the grant program.
3. The following additional award conditions apply to this grant. Upon request by Grantor:
  - a. the Grantee shall implement new or enhanced system, mitigating controls or a combination of both
  - b. the Grantee shall complete implementation of correction action plan.
4. The time allowed for completing the actions, if applicable:
  - a. One year
5. The method for requesting removal of additional requirements:
  - a. Removal requests must be submitted in writing. Requests should take the form of a signed letter with attached documentation and should be submitted to the Grantor Contact identified in Exhibit D of this Agreement.

**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:

In reference to Part One, Article IV, Item 4.7 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within fifteen (15) days of the end of the quarter but may instead request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.

In reference to Part One, Article VII, Item 7.6 (b) (ii) of this Agreement, the Grantee must submit personnel activity reports for the direct labor required to complete this project. 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.

In reference to Part One, Article XIII, Item 13.1 of this Agreement, the Grantee will submit the Periodic Financial Report by the fifteenth (15th) of January, April, July, and October occurring during the Agreement Period.

In reference to Part One, Article XIV, Item 14.1 of this Agreement, the Grantee will submit the Periodic Performance Report with supplemental attachment by the fifteenth (15th) of January, April, July, and October occurring during the Agreement Period.

In reference to Part One, Article XIV, Item 14.3 of this Agreement, the Grantee will submit the performance report supplemental attachment using the following format. The first page will include the project title, agreement number, the period of time that the report covers, and a table showing the entire list of Deliverables or Milestones (Exhibit B) and all deliverables defined in the strategies developed under this grant. The table shall include the task, its scheduled completion date, and current status. The remainder of the report will include the items listed in Section 14.3, plus information regarding what happened during this quarter and what is scheduled for the upcoming quarter. For projects implementing best management practices, the report will include a table of all projects, which lists the project owner, estimated date to be completed, implementation status, and comments as needed.

**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:

The Grantee and the Grantor have the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Grantee receiving financial assistance under this Agreement whether the product is developed by the Grantee or a sub-grantee.

The Grantee will include in any publications for external general circulation (including brochures, newsletters, and presentations materials) the following phrase: "Funding for this project provided, in part, by the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act."

The Grantee shall be available for coordination and progress briefings with the Grantor during the term of the Agreement. The dates and locations of these briefings shall be specified by the Grantor in consultation with the Grantee.

Upon completion of the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor an amended Uniform Grant Budget Template that reflects any and all budget line item transfers made to the original Uniform Grant Agreement Budget, unless already addressed in an executed amendment to the Uniform Grant Agreement Budget Template.





**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

State Agency: Illinois Environmental Protection Agency      Notice of Funding Opportunity (NOFO) Number: 2503-1701  
 Organization Name: Heartlands Conservancy (21 PdP 01)  
 Data Universal Number System (DUNS) Number (enter numbers only): 948110515

Catalog of State Financial Assistance (CSFA) Number: 532-60-2503      CSFA Short Description: Prairie du Pont  
**Section A: State of Illinois Funds**      Fiscal Year: FY21

REVENUES		Total Revenue
State of Illinois Grant Requested	\$	919,868.74
<b>Budget Expenditure Categories</b>	<b>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</b>	<b>Total Expenditures</b>
1. Personnel (Salary and Wages)	200.430	113,754.03
2. Fringe Benefits	200.431	
3. Travel	200.474	5,347.53
4. Equipment	200.439	
5. Supplies	200.94	12,650.03
6. Contractual Services and Subawards	200.318 & 200.92	190,837.03
7. Consultant (Professional Service)	200.459	5,000.03
8. Construction		560,000.03
9. Occupancy (Rent and Utilities)	200.465	
10. Research and Development (R&D)	200.87	
11. Telecommunications		
12. Training and Education	200.472	
13. Direct Administrative Costs	200.413 (c)	
14. Miscellaneous Costs		
15 A. Grant Exclusive Line Item(s)		
15 B. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	200.413	887,688.60
17. Total Indirect Costs	200.414	32,280.24
Rate %: <input type="text" value="16"/>		
Base: <input type="text" value="Direct costs, less subawards &gt; \$25k"/>		
18. Total Costs State Grant Funds (Lines 16 and 17) <b>MUST EQUAL REVENUE TOTALS ABOVE</b>	\$	919,868.74

Instructions found at end of document.



State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Heartlands Conservancy

NOFO Number: 2503-1701

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

- 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (if this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

- is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
- complies with other statutory policies.

The Restricted Indirect Cost Rate is: \_\_\_\_\_ %

5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From:  To:  Approving Federal or State Agency:

Indirect Cost Rate:  % The Distribution Base is:



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: HeartLands Conservancy (21 PdP 01)

NOFO Number: 2503-1701

**Section B: Non-State of Illinois Funds**

Fiscal Year: FY21

REVENUES	(Agency to Populate)	Total Revenue
Grantee Match Requirement %:		
b) Cash	\$	25,000.00
c) Non-Cash	\$	74,522.47
d) other Funding and Contributions	\$	
Total Non-State Funds (lined b through d)	\$	99,522.47
<b>Budget Expenditure Categories</b>		
	<b>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</b>	<b>Total Expenditures</b>
1. Personnel (Salaries and Wages)	200.430	\$ 8,160.00
2. Fringe Benefits	200.431	\$
3. Travel	200.474	\$
4. Equipment	200.439	\$
5. Supplies	200.94	\$
6. Contractual Services and Subawards	200.318 & 200.92	\$ 36,611.00
7. Consultant (Professional Services)	200.459	\$
8. Construction		\$ 35,000.00
9. Occupancy (Rent and Utilities)	200.465	\$
10. Research and Development (R&D)	200.87	\$
11. Telecommunications		\$
12. Training and Education	200.472	\$
13. Direct Administrative Costs	200.413 (c)	\$
14. Miscellaneous Costs		\$
15. A. Grant Exclusive Line Item(s)		\$
15. B. Grant Exclusive Line Item(s)		\$
16. Total Direct Costs (add lines 1-15)	200.413	\$ 79,771.00
17. Total indirect Costs	200.414	\$ 19,751.47
Rate %:	9.79	
Base:	Direct cost, less subawards > \$25k	
18. Total Costs State Grant Funds (Lines 16 and 17) <b>MUST EQUAL REVENUE TOTALS ABOVE</b>	\$	99,522.47



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: HeartLands Conservancy NOFO Number: 2503-1701  
 Data Universal Number System (DUNS) Number (enter numbers only) : 948110515 Fiscal Year: FY21  
 Catalog of State Financial Assistance (CSFA) Number: 532-60-2503 CSFA Short Description: Prairie du Pont

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

HeartLands Conservancy  
 Institution/Organization Name:

Director of Finance and Administration  
 Title (Chief Financial Officer or equivalent):

Shelli Bement  
 Printed Name (Chief Financial Officer or equivalent):

*Shelli Bement*  
 Signature (Chief Financial Officer or equivalent):

March 1, 2021  
 Date of Execution (Chief Financial Officer):

HeartLands Conservancy  
 Institution/Organization Name:

President & Chief Executive Officer  
 Title (Executive Director or equivalent):

Mary Vandevord  
 Printed Name (Executive Director or equivalent):

*Mary Vandevord*  
 Signature (Executive Director or equivalent):

March 1, 2021  
 Date of Execution (Executive Director):

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



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**FFATA Data Collection Form**

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:

Sub-recipient DUNS: 948110515      Sub-recipient Parent Company DUNS:

Sub-recipient Name: HeartLands Conservancy

Sub-recipient DBA Name:

Sub-recipient Street Address: 3 North High St

City: Belleville      State: IL      Zip-Code: 62220      Congressional District:

Sub-recipient Principal Place of Performance:

City:      State:      Zip-Code:      Congressional District:

Contract Number (if known):      Award Amount:      Project Period: From:      Project Period: To:

State of Illinois Awarding Agency and Project Detail Description:

**Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.**

**Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?**

Yes       If Yes, must answer Q2 below.      No       If No, you are not required to provide data.

**Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?**

Yes       If No, you must provide the data. Please fill out the rest of this form.

**Please provide names and total compensation of the top five officials:**

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**1). Personnel (Salaries and Wages) (2 CFR 200.430)**

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
HeartLands Staff	Project Managers	\$34.60	Hourly	100 %	1,790	\$61,934.00	Add Delete
HeartLands Executives	President/Directors	\$50.00	Hourly	100 %	550	\$27,500.00	Add Delete
Outreach Corodinator	Partnerships Coordinators	\$28.00	Hourly	100 %	690	\$19,320.00	Add Delete
TBD	Community Outreach Leaders (10)	\$250.00	Yearly	100 %	20	\$5,000.00	Add Delete
State Total						\$113,754.00	
TBD	Volunteers	\$27.20	Hourly	100 %	300	\$8,160.00	Add Delete
NON-State Total						\$8,160.00	
Total Personnel						\$121,914.00	

**Personnel Narrative (State):**  
 The HeartLands Staff will manage, assist and provide support for the project, delineate HUC14 subwatersheds, assemble information for the Resource Inventory, and write the draft Plan, among other responsibilities. They will also perform the aerial and field stream assessment, coordinate stakeholder meetings, reviewing ordinances, creating brochures and maps, and administrative duties for BMP implementation projects. They will spend 1,790 hours on the project at a rate of \$34.60/hour, totaling \$61,934.00

The HeartLands Executives will oversee the project, attend stakeholder and committee meetings, assist with engagement activities, design brochures, develop graphics, create a summary of the watershed plan, and review all deliverables. They will spend 550 hours on the project at a rate of \$50.00/hour, totaling \$27,500.

The Outreach Coordinator will assist with all outreach activities including stakeholder meetings, engagement activities, open house meetings and to be in constant contact with the community outreach leaders. They will spend 690 hours on the project at a rate of \$28.00/hour, totaling \$19,320.00.



State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE

**1). Personnel (Salaries and Wages) (2 CFR 200.430)**

Several community outreach leaders committed to providing outreach to their communities to ensure the public is heavily involved in the watershed plan. The ten leaders will be compensated \$250/year for two years to a total of \$5000.

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

Volunteers will assist HeartLands Conservancy with various public outreach events and open houses to improve the public input throughout the entirety of the watershed plan. They also be involved in collecting flooding data throughout the watershed.



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**2). Fringe Benefits (2 CFR 200.431)**

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows	
					Add	Delete
State Total						
Non-State Total						
Total Fringe Benefits						
Fringe Benefits Narrative (State):						
Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")						





**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**3). Travel (2 CFR 200.474)**

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
Stakeholder Meetings	Prairie du Pont, Judy's Branch Watersheds	\$0.57	~50mi roundtrip	50	120	\$3,450.00	Add Delete
Open House Events	Prairie du Pont, Judy's Branch Watersheds	\$0.57	~50mi roundtrip	50	10	\$287.50	Add Delete
Technical Committee Meetings	Prairie du Pont, Judy's Branch Watersheds	\$0.57	~50mi roundtrip	50	18	\$517.50	Add Delete
Watershed Planning Committee Meetings	Prairie du Pont, Judy's Branch Watersheds	\$0.57	~50mi roundtrip	50	18	\$517.50	Add Delete
Site Visits	Prairie du Pont, Judy's Branch Watersheds	\$0.57	~50mi roundtrip	50	20	\$575.00	Add Delete
State Total						\$5,347.50	
NON-State Total							
Total Travel						\$5,347.50	Add Delete

**Travel Narrative (State):**

The Heartlands Staff and Directors will travel to approximately 40 stakeholder meetings to meet with municipalities, townships, county governments, county Farm Bureaus, and other groups (3 personnel at a time). The average round trip distance from the Heartlands Conservancy office used for these calculations is 50 miles. Five Heartlands Conservancy staff will travel to two Open House events. The first will introduce the watershed planning process to the public and gather feedback on water quality issues. The second will provide an update on the watershed plan and gather feedback on potential recommendations. The Heartlands Directors and Staff will travel to 6 Technical Committee meetings and 6 watershed planning committee meetings over the course of the project (3 personnel at a time). Site visits will be undertaken by the Project Manager in coordination with Midwest Streams, SIUE and NGRREC (subcontractors).



State of Illinois  
**UNIFORM GRANT BUDGET TEMPLATE**

**3). Travel (2 CFR 200.474)**

The 2020 federal mileage rate of \$0.575/mile is used for these calculations.

Travel Narrative (Non-State): (i.e. e "Match" of "Other Funding)



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**4). Equipment (2 CFR 200.439)**

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows	
				Add	Delete
State Total				Add	Delete
Non-State Total				Add	Delete
Total Equipment					
Equipment Narrative (State):					
Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")					



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**5). Supplies (2 CFR 200.94)**

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows	
				Add	Delete
Printing, mailing, boards, supplies, fliers, brochures	4,000	\$1.00	\$4,000.00	Add	Delete
Flood Survey Printing	2,250	\$2.42	\$5,445.00	Add	Delete
Flood Survey Mailing	2,250	\$0.50	\$1,125.00	Add	Delete
Signs (18" x 27")	50	\$20.00	\$1,000.00	Add	Delete
Water depth sticks	30	\$36.00	\$1,080.00	Add	Delete
State Total			\$12,650.00		
Non-State Total				Add	Delete
Total Supplies			\$12,650.00		

**Supplies Narrative (State):**

The supplies needed include printing, paper supplies, watershed plan brochures, fliers, brochures, open house displays and boards, postage, construction signs, and water depth sticks.

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



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**6). Contractual Services (2 CFR 200.318) & Subawards (200.92)**

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

**Please also note the differences between subaward, contract, and contractor (vendor):**

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows
National Great Rivers Research and Education Center, Subaward	\$20,000.00	Add Delete
Southern Illinois University of Edwardsville, Subaward	\$65,837.00	Add Delete
Heneghan & Associates	\$105,000.00	Add Delete
State Total	\$190,837.00	
National Great Rivers Research and Education Center, Subaward	\$25,000.00	Add Delete
Southern Illinois University of Edwardsville, Subaward	\$11,611.00	Add Delete
Non-State Total	\$36,611.00	
Total Contractual Services	\$227,448.00	

**Contractual Services Narrative (State):**

The National Great Rivers Research and Education Center (NGRREC) will use a tool such as the Spreadsheet Tool for Estimating Pollutant Loads (STEPL) to calculate estimates of pollutant loads of nitrogen, phosphorus, and sediment by subwatershed, and analyze water quality data from all available sources to identify other water



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**6). Contractual Services (2 CFR 200.318) & Subawards (200.92)**

quality parameters. Southern Illinois University of Edwardsville will develop integrated watershed hydrologic models using SWAT and HEC-RAS1D to study the hydrology, water quality and flood hazards in the watershed. Heneghan & Associates will be completing the design and engineering for all BMPs implemented.

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

The National Great Rivers Research and Education Center (NGRREC) will use a tool such as the Spreadsheet Tool for Estimating Pollutant Loads (STEPL) to calculate estimates of pollutant loads of nitrogen, phosphorus, and sediment by subwatershed, and analyze water quality data from all available sources to identify other water quality parameters. Southern Illinois University of Edwardsville will develop integrated watershed hydrologic models using SWAT and HEC-RAS1D to study the hydrology, water quality and flood hazards in the watershed.



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

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

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

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
Translator	Provide English to Spanish translation of watershed material	\$50.00	Hourly	100	\$5,000.00	Add Delete
				State Total	\$5,000.00	
				NON-State Total		Add Delete
Total Consultant Services (Fees)					\$5,000.00	

**Consultant Services Narrative (State):**

**Consultant Services Narrative (Non-State):**

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

**Consultant Expenses Narrative (State):**

The translator will provide an English to Spanish translation of watershed materials as well as provide real time translation of webinars, meetings, and open house events.  
**Consultant Expenses Narrative (Non-State):** (i.e. "Match" or "Other Funding")



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**8). Construction**

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

Purpose	Description of Work	Construction Cost	Add/Delete Rows	
			Add	Delete
Traditional Stormwater Runoff Control BMPs	Construction of BMPs	\$260,000.00		
Minor Sewer System Infrastructure BMPs	Construction of BMPs	\$300,000.00		
	State Total	\$560,000.00		
Traditional Stormwater Runoff Control BMPs	Construction of BMPs	\$16,250.00		
Minor Sewer System Infrastructure BMPs	Construction of BMPs	\$18,750.00		
	Non-State Total	\$35,000.00		
	Total Construction	\$595,000.00		

Construction Narrative (State):

Construction costs of traditional stormwater runoff control and minor sewer system infrastructure BMPs. Heneghan Construction Services, LLC will be the chosen contractor to implement both types of BMPs.

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

Construction costs of traditional stormwater runoff control and minor sewer system infrastructure BMPs will be matched by St. Clair County, landowners, and other cash sources.





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**9). Occupancy - Rent and Utilities (2 CFR 200.465)**

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
State Total						
NON-State Total						
Total Occupancy - Rent and Utilities						
Occupancy - Rent and Utilities Narrative (State):						
Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")						



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UNIFORM GRANT BUDGET TEMPLATE**

**10). Research & Development (R&D) (2 CFR 200.87)**

**Definition:** All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows	
			Add	Delete
	State Total		Add	Delete
	Non-State Total		Add	Delete
<b>Total Research and Development</b>				
Research and Development Narrative (State)				
Research and Development Narrative (Non-State) (i.e. "Match" or "Other Funding")				



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**11). Telecommunications**

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
State Total						
NON-State Total						
Total Telecommunications						
Telecommunications Narrative (State):						
Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")						



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**12). Training and Education (2 CFR 200.472)**

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add Delete
State Total						
NON-State Total						Add Delete
<b>Total Training and Education</b>						
Training and Education Narrative (State):						
Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")						



**State of Illinois  
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**13. Direct Administrative Costs (2 CFR 200.413 (c))**

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add Delete
<b>State Total</b>							
				%			Add Delete
<b>NON-State Total</b>							
<b>Total Direct Administrative Costs</b>							
<b>Direct Administrative Costs Narrative (State):</b>							
<b>Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")</b>							



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**14. Other or Miscellaneous Costs**

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g., Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row	
						Add	Delete
State Total							
NON-State Total							
Total Other or Miscellaneous Costs							
Other or Miscellaneous Costs Narrative (State):							
Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")							



**State of Illinois  
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**16). GRANT EXCLUSIVE LINE ITEM**

Grant Exclusive Line Item Description:

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row	
						Add	Delete
State Total							
NON-State Total							
Total Grant Exclusive Line Item							
Grant Exclusive Line Item Narrative (State)							
Grant Exclusive Line Item Narrative (Non-State) (ie. "Match" or "Other Funding")							
Add New Grant Exclusive Line Item						Delete Grant Exclusive Line Item	



**State of Illinois  
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**16). Indirect Cost (2 CFR 200.414)**

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows	
				Add	Delete
Charged at 16%, this is below our approved federally negotiated indirect cost rate	201,752	\$0.16	\$32,283.24		
State Total			\$32,283.24		
Contributed 9.79%, the remaining federally negotiate indirect cost rate	201,752	\$0.10	\$19,751.47		
Non-State Total			\$19,751.47		
Total Indirect Costs			\$52,031.71		

**Indirect Costs Narrative (State):**

All indirect costs from administrative payroll, marketing, rent, telecommunications, etc. are included in an indirect cost rate of 16%, which is below Heartlands Conservancy's federally negotiated rate. Note that the Base is total direct costs requested minus that amount of the subawards over \$25,000.

**Indirect Costs Narrative (Non-State):**

9.79% of our indirect cost are submitted as match, representing the difference between our 25.79% federally negotiated ICR and our requested rate of 16%. Note that the Base is total direct costs requested minus that amount of the subawards over \$25,000.





**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

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

Budget Category	State	Non-State	Total
1. Personnel	\$113,754.00	\$8,160.00	\$121,914.00
2. Fringe Benefits			
3. Travel	\$5,347.50		\$5,347.50
4. Equipment			
5. Supplies	\$12,650.00		\$12,650.00
6. Contractual Services	\$190,837.00	\$36,611.00	\$227,448.00
7. Consultant (Professional Services)	\$5,000.00		\$5,000.00
8. Construction	\$560,000.00	\$35,000.00	\$595,000.00
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs	\$32,280.24	19,751.47	\$52,031.71
	State Request		
		Non-State Amount	
<b>TOTAL PROJECT COSTS</b>		<b>\$99,522.47</b>	<b>\$1,019,391.21</b>



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**For State Use Only**

Grantee: HearLands Conservancy (21 PdP 01)

Notice of Funding Opportunity (NOFO) Number: 2503-1701

Data Universal Number System (DUNS) Number (enter numbers only) : 948110515

Catalog of State Financial Assistance (CSFA) Number: 532-60-2503

CSFA Short Description: Prairie du Pont

Fiscal Year(s): \_\_\_\_\_

Initial Budget Request Amount: \$919,960.81

Prior Written Approval for Expense Line Item: \_\_\_\_\_

Statutory Limits or Restrictions: \_\_\_\_\_

Checklist: \_\_\_\_\_

Final Budget Amount Approved: \$919,868.74

CD | 3/1/21

Sanjay Sofat

Program Approval Name

Program Approval Signature

3/1/2021  
Date

Max Paller

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

3/1/2021  
Date

Budget Revision Approved: \_\_\_\_\_

Sanjay Sofat

Program Approval Name

Program Approval Signature

Date

Max Paller

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

\$200,308 Revision of budget and program plans

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

**Attachment 2**  
**Financial Assistance Agreement 21PdP01**

State of Illinois  
Illinois Environmental Protection Agency  
Bureau of Water

Watershed-based plans (Plan) including comprehensive watershed resource inventories (Inventory) developed using, or as match for, Section 319 (h) grant funds shall be consistent with the USEPA watershed-based plan guidance found in Appendix C of the *Nonpoint Source Program and Grants Guidelines for States and Territories* dated April 12, 2013 (as revised), the July 2018 USEPA Critical Source Area Identification and BMP Selection: Supplement to Watershed Planning Handbook, and the Chicago Metropolitan Agency for Planning's "*Guidance for Developing Watershed Action Plans in Illinois*" dated June 2007.

Attachment 2 provides a general outline with brief descriptions of the most common components expected in a watershed-based plan. The outline is not all-inclusive and should be modified to reflect the actual characteristics of the target watershed. Approved formats for some of the tables are also included, however, alternative formats are allowed.

#### WATERSHED RESOURCE INVENTORY

Through maps, tables, and narrative text, describe/identify the following found within the watershed and, as appropriate, subwatersheds:

##### Watershed Boundaries

- size of the watershed in acres and square miles
- general location of the watershed in terms of county and state boundaries
- geographic boundaries
- topography
- sub-watershed boundaries
- location of water resources (lakes, streams, groundwater)
- spatial relationship of water resources, including what segments are connected and how water flows through the watershed

##### Geology and Climate

- geology
- climate

Soils – Using the most up-to-date soil mapping provided by the USDA Natural Resources Conservation Service (NRCS), summarize:

- hydrologic soil groups
  - soil texture
  - drainage description
  - runoff potential
  - infiltration rate
  - transmission rate
  - total acreage and percent of watershed

- hydric soil groups
  - total acreage and percent of watershed
- soil types
  - soil erodibility
  - highly erodible soils
    - Total acreage and percent of watershed
  - hydric status
    - Total acreage and percent of watershed

Watershed Drainage System

- locations of waterbodies (i.e, streams, lakes, wetlands, ponds, detention basins) and the spatial relationship of those waterbodies, including what segments are connected and how water flows through the watershed for those bodies included in the Illinois Integrated Water Quality Report.
- delineate and describe the drainage system
  - divide the delineated streams and tributaries into smaller segments and assign a unique reach code or name to each segment.
  - inventory and describe these segments
    - length
    - degree of streambed erosion (this criteria is not required for the Mississippi River mainstem segments)
    - degree of streambank erosion (i.e., low, moderate, high)
    - condition of riparian areas (i.e., poor, fair, good)
    - degree of channelization (low, moderate, high)
    - debris blockages
  - divide the delineated lake shorelines into smaller segments and assign a unique code or name to each segment
  - inventory and describe these segments
    - length
    - degree of shoreline erosion for waterbodies greater than 6 acres (i.e., low, moderate, high)
    - condition of shoreline buffer zones for waterbodies greater than 6 acres (i.e., poor, fair, good)
- detention/retention basins
  - type
  - location
  - condition

Table . Summary of stream and tributary channelization.

Stream or Tributary Name	Reach Code	Stream Length Assessed (ft)	None or Low Channelization (ft/%)	Moderate Channelization (ft/%)	High Channelization (ft/%)
<b>Totals</b>					

Table . Summary of stream and tributary riparian area condition.

Stream or Tributary Name	Reach Code	Stream Length Assessed (ft)	Good Condition (ft/%)	Fair Condition (ft/%)	Poor Condition (ft/%)
<b>Totals</b>					

Table . Summary of stream and tributary bank erosion.

Stream or Tributary Name	Reach Code	Stream Length Assessed (ft)	None or Low Erosion (ft/%)	Moderate Erosion (ft/%)	High Erosion (ft/%)
<b>Totals</b>					

Table . Summary of shoreline buffer zones.

Lake Name	Reach Code	Shoreline Length Assessed (ft)	Good Condition (ft/%)	Fair Condition (ft/%)	Poor Condition (ft/%)
<b>Totals</b>					

Table . Summary of shoreline erosion.

Lake Name	Reach Code	Shoreline Length Assessed (ft)	None or Low Erosion (ft/%)	Moderate Erosion (ft/%)	High Erosion (ft/%)
<b>Totals</b>					

Water Quality Assessment

- water quality of lakes and streams
  - character and location of lakes and stream segments to which the Illinois Environmental Protection Agency (Illinois EPA) has assigned Assessment Unit IDs for the purpose of inventorying, evaluating, and reporting water quality conditions in accordance with Section 305(b) of the Federal Clean Water Act (CWA).
  - status of designated use support
  - causes and sources of impairment as reported in the most recent Illinois Integrated Water Quality Report
  - summarize any other available, relevant water quality and related information and use this information to further identify the potential causes of impairment (pollutants) and pollutant sources
- pollutant loads (i.e., pounds/year of phosphorus) by source (i.e., urban runoff, streambank erosion) or land use type
- estimate of the existing annual pollutant loads
- estimate of the annual pollutant load reduction targets, or needed load reductions

Watershed Jurisdictions

- units of government (State, counties, townships, municipalities, unincorporated areas) and their associated jurisdictions
  - total acreage and percent of watershed within each jurisdiction.
  - roles and responsibilities of each unit of government as it relates to watershed planning, water quality, and nonpoint source pollution control

Demographics

- population
- population change
- growth forecasts
- median age
- median income
- employment

Land Use / Land Cover

- existing land use / land cover
  - total acreage and percent of watershed in each land use classification
- predicted future land use / land cover
- estimate the existing and future percent imperviousness (or extent of impervious cover)
- for agricultural land use, identify the total acreage and percent of the watershed in subcategories such as row crop and pastureland
- existing BMPs based on information that is readily available through the RMMS or other existing inventories

**Table :** Estimated existing annual pollutant load by source at the watershed scale.

Source	N Load (lb/yr)	P Load (lb/yr)	Sediment Load (tons/yr)
Urban			
Cropland			
Forest & Grassland			
Water/Wetland			
Streambank			
Shoreline			
<b>Total</b>			

**Table :** Annual pollutant load by sub-watershed.

Sub-watershed	N Load (lb/yr)	P Load (lb/yr)	Sediment Load (tons/yr)

**WATERSHED-BASED PLAN**

Developed from the completed inventory along with input from the local stakeholders and local experts, the plan shall contain a:

- problem statement
- goals
- objectives

In addition, the plan shall:

- identify and assess use impairments of water resources
- identify the causes and sources of such impairments, including critical areas
- identify potential management practices for prevention, remediation, restoration, and maintenance to achieve water quality and natural resource objectives
- identify the costs and funding sources associated with implementing recommendations of the plans (technical and financial assistance)
- include an implementation schedule
  - description of interim, measurable milestones
- public information/education component
- identify criteria to be used to determine whether loading reductions are being achieved over time and substantial progress is being made toward attaining water quality standards
- monitoring component
- contain site-specific best management practices (BMP) recommendations along with the associated
  - units (number, feet, acres) that should be implemented

- cost of implementation
- estimated pollutant load reduction
- priority
- responsible entity for each site-specific recommended BMP
- watershed-wide summary of BMPs recommended for implementation

BMP Name	Amount	Unit	Cost	Sediment (tons/yr)	Total Suspended Solids (lbs/yr)	Phosphorus (lbs/yr)	Nitrogen (lbs/yr)
Column "a"	Column "b"	Column "c"	Column "d"	Column "e"	Column "f"	Column "g"	Column "h"

In column "a", identify the name of each type of NPS pollution control BMP (i.e., waste management system, conservation tillage, streambank stabilization) that will need to be implemented throughout the watershed to achieve the load reductions estimated in the plan. Each entry in column "a" shall represent sum of the multiple individual BMPs of the same type, which may be needed in multiple locations spread throughout the entire watershed. Each entry in column "a" shall be based on the plan's identification of the causes and sources (i.e., X numbers of dairy cattle feedlots needing upgrading, Y acres of row crops needing improved nutrient management or sediment control, or Z linear miles of eroded streambank needing remediation) or groups of similar sources that will need to be controlled to achieve the load reductions estimated in the plan.

In column "b," identify the cumulative size (measured in number, acres, or feet) of each type of BMP recommended by the plan and entered in column "a."

In column "c," identify the unit of measure (number, acres, or feet) used to describe the size entered in column "b" for each type of BMP recommended by the plan and entered in column "a."

In column "d," identify the cumulative cost (measured in US dollars) of each type of BMP recommended by the plan and entered in column "a."

Identify the cumulative sediment load reduction (measured in tons/year) in column "e" or the cumulative total suspended solids load reduction (measured in pounds/year) in column "f" estimated to result from the implementation of each type of BMP recommended by the plan and entered in column "a."

In column "g," identify the cumulative phosphorus load reduction (measured in pounds/year) estimated to result from the implementation of each type of BMP recommended by the plan and entered in column "a."

In column "h," identify the cumulative nitrogen load reduction (measured in pounds/year) estimated to result from the implementation of each type of BMP recommended by the plan and entered in column "a."

All pollutant load reduction estimates should be made recognizing the natural variability and the difficulty in precisely predicting the performance of management measures over time.



Plan Logistics

Identify the members of the planning committee and the organization or stakeholders that they represent.

Identify the lead organization and contact that will be coordinating the implementation of the Plan.

Identify the system/approach and timeline for updates to the plan.