

GRANT AGREEMENT



BETWEEN  
THE STATE OF ILLINOIS, Department of Natural Resources  
AND  
CITY OF ELMHURST

The Illinois Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield, IL 62702, and City of Elmhurst (Grantee), with its principal office at 209 North York Street, Elmhurst, IL 60126 and payment address (if different than principal office) at (N/A), 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 70694682 is Grantee's correct DUNS Number, that ZFUHBSAV77H6 is Grantee's correct UEI, if applicable, that 36-6005866 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 (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Pharmacy (Non-Corporate)   |
| <input type="checkbox"/> Sole Proprietorship                   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.                             |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Tax Exempt   |
| <input type="checkbox"/> Corporation (includes Not for Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation                   | <input type="checkbox"/> P = partnership  |
| <input checked="" 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 \$ 698,500.00 of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Assistance Listing Program Title is N/A and Assistance Listing Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 422-94-1164. The State Award Identification Number is 1164-33100.

1.4. Term. This Agreement shall be effective on June 1, 2022, and shall expire May 31, 2024, 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 Department of Natural Resources**

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

Signature of Director of IDNR

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

Printed Name: Colleen Callahan

Printed Title: Director

**City of Elmhurst**

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

Signature of Authorized Representative

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

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

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

E-mail: \_\_\_\_\_

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

Signature of Chief Financial Officer

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

Printed Name: Meta Darnell

Printed Title: Chief Financial Officer

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

Signature of Chief Counsel

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

Printed Name: Renee Snow

Printed Title: Chief 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 \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) 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 7000.30.

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

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

“Assistance Listings” has the same meaning as in 2 CFR 200.1.

“Assistance Listing Number” has the same meaning as in 2 CFR 200.1

“Assistance Listing Program Title” has the same meaning as in 2 CFR 200.1.

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

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

“Budget Period” has the same meaning as in 2 CFR 200.1.

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

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

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

“DUNS Number” means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization.



“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 7000.30.

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

“GATU” means the Grant Accountability and Transparency Unit of GOMB.

“Generally Accepted Accounting Principles” or “GAAP” has the same meaning as in 2 CFR 200.1.

“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 7000.30.

“Improper Payment” has the same meaning as in 2 CFR 200.1.

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

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“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 2 CFR 200.1.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Period of Performance” has the same meaning as in 2 CFR 200.1.

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

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

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

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

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

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

“State” means the State of Illinois.

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

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

“Unique Entity Identifier” or “UEI” means the unique identifier assigned to the Grantee or to subrecipients 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. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

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

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, federal funds received under this Agreement shall be managed in accordance with the Cash Management

Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantee agrees to hold harmless Grantor when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith if it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.7. Interest.

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

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

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

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

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

statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

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

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of 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 and Non-discretionary Line Item Transfers. Discretionary and non-discretionary line item transfers may only be made in accordance with 2 CFR 200.308 and 44 Ill. Admin. Code 7000.370. Neither discretionary nor non-discretionary line item transfers may result in an increase to the total amount of Grant Funds in the Budget unless Prior Approval is obtained from Grantor.

6.4. 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 Ill. Admin. Code 7000.420(d).

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

(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 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

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

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 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 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 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 Workplace.** 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 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 200.334, unless a different retention period is specified in 2 CFR 200.334 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 200.337 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 200.337, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.329 and 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

## ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and, in the format, required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XIV**  
**PERFORMANCE REPORTING REQUIREMENTS**

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and, in the format, required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in

PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. 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 (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

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

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

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

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

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, 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 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant.

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**; or

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

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

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

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

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

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

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

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XVII  
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

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



**ARTICLE XVIII  
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management 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 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (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 ensure the equipment according to applicable best practices, manufacturer's guidelines,

federal and state laws or rules, and Grantor requirements stated herein.

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

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

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that 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**

Project Title: Elmhurst History Museum - Community Performance Venue

The purpose of this Agreement is to enable IDNR to provide financial assistance to public museums in Illinois to meet their mission through expansion and upgrades to facilities and by creation of new exhibits and other physical facilities, as part of the Public Museum Capital Grants Program.

This project will create a public performance space on the museum grounds to stage historically-themed concerts, dramatic portrayals of historic figures, storytelling, and other family-friendly programs. The project will construct a raised performance space with power. The project will also transform the adjacent parking space into a flexible space using permeable pavers with pedestrian look. Construction also includes a canopied area and superstructure for light and sound for events.

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**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

This grant is funded through the Public Museum Capital Grant Program. This grant project is funded at 100%, up to the maximum grant amount.

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

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

Refer to your project application for the deliverables and milestones that are to be completed. (MC/DOC-1, MC/DOC-3, MC/DOC-4, Construction Schedule, etc.)

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

\*Exhibit B2 also includes the approved project budget

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**EXHIBIT C**

**PAYMENT**

Grantee shall receive up to \$698,500.00 under this Agreement.

Enter specific terms of payment here:

1. This grant is funded through the Public Museum Capital Grants Program (PMC). It is funded up to the percentage indicated in Exhibit B through PMC with any remaining funds to be covered by the Grantee. A project shall be deemed eligible for grant payment when the Grantee submits a project billing form with additional required documentation (Exhibit B1) seeking grant reimbursement which is approved for payment by the Department.
2. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the Public Museum Capital Grants program, as set out in 23 Ill. Adm. Code 3200.5 et seq. It is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds issued by the State.
3. Payment to the Grantee will be made as a reimbursement for eligible expenses following submission to the IDNR of a certified billing request listing all funds expended, and including any other documentation required by the administrative rules (see 23 Ill. Adm. Code 3200.80 and this grant agreement).
4. In order to induce IDNR to pay the aforesaid funds, the Grantee promises to complete the project as described in this Agreement, to operate and maintain the project site in accordance with the terms of this Agreement, and to pay any and all costs associated with the project in excess of the specified State obligation for grant funding assistance.
5. Billing requests are eligible for grant reimbursement at the 50% and 100% project completion levels. Only costs incurred during the specified project period dates indicated on this Agreement and necessary to complete the approved project components are eligible for grant reimbursement.
6. Bid Specifications must include the requirement that contractors and subcontractors pay state prevailing wages. For the specific requirements, review the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
7. Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.): For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required

to report on and certify its compliance.

8. All requirements of the Implementation and Billing Packet (Exhibit B1) must be followed.
9. Request for reimbursement must be submitted to the IDNR grant administrator as soon as possible after the completion of the project, or ending date as indicated in the Project Agreement. Failure by the Grantee to submit required billing forms and substantiating documentation within a one (1) year period following the project expiration date will result in the Grantee forfeiting all project reimbursements and relieves the IDNR from further payment obligations on the grant.
10. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of the IDNR.

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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: Drew Jenkins  
Title: Conservation Grant Administrator  
Address: One Natural Resources Way, Springfield, IL 62702-1271  
Phone: (217) 782-4426  
TTY#: \_\_\_\_\_  
Fax#: (217) 558-4192  
E-mail Address: andrew.jenkins@illinois.gov

**GRANTEE CONTACT**

Name: David M. Oberg  
Title: \_\_\_\_\_  
Address: 120 East Park Avenue, Elmhurst, IL 60126  
Phone: (630) 530-3321  
TTY#: \_\_\_\_\_  
Fax#: \_\_\_\_\_  
E-mail Address: dave.oberg@elmhurst.org

Additional Information:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
TTY#: \_\_\_\_\_  
Fax#: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**EXHIBIT E**

**PERFORMANCE MEASURES**

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

Providing community members with the “Elmhurst History Museum - Community Performance Venue” project, an area that can be utilized by members of the general public for educational and recreational use.

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**EXHIBIT F**

**PERFORMANCE STANDARDS**

Completion of this project will allow citizens of DuPage County and others from the general populous project specific educational and recreational opportunities by providing the project titled “Elmhurst History Museum - Community Performance Venue” for the general public to use.

Periodic Performance Reports & Periodic Financial Report:

Periodic Performance Reports: Is due every January 1, April 1, July 1, and October 1 throughout the duration of project implementation (i.e., until the project's FINAL billing is submitted to the Illinois IDNR}. Failure to submit a status report will result in no reimbursement (for projects over \$2SK). A copy is provided below you may also find it in Exhibit B1 of the Implementation & Billing Requirements.

Periodic Financial Report: Is due when requesting reimbursement. A copy is provided in Exhibit B1 of this Agreement.

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EXHIBIT G

SPECIFIC CONDITIONS

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

**ICQ Section: 03-Financial and Regulatory Reporting (2 CFR 200.327)**

Conditions: Requires more detailed reporting;

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

How to Fix: Implementation of new or enhanced system, mitigating controls or a combination of both.

Timeframe: One year.

**ICQ Section: 08-Property Standards (2 CFR 200.310 - 316)**

Conditions: Requires additional prior approvals;

Risk Explanation: Medium to high risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse.

How to Fix: Implementation of corrective action including new or enhanced controls over equipment and property.

Timeframe: One year from the implementation of corrective action.

**ICQ Section: 09-Procurement Standards (2 CFR 200.317 - 326)**

Conditions: Requires additional prior approvals;

Risk Explanation: Medium to high risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse.

How to Fix: Implementation of corrective action including new or enhanced controls over procurements of activities.

Timeframe: One year from the implementation of corrective action.

**ICQ Section: 11-Fraud, Waste and Abuse**

Conditions: Requires technical assistance including required training;

Risk Explanation: Medium to high risk increases the likelihood of fraud, waste and abuse occurring and not being identified in the normal course of employees duties, also decreases the likelihood of employees or clients not reporting fraud, waste and abuse.

How to Fix: Corrective action including implementing a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.

Timeframe: One year after implementation of corrective action.

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**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:

- 27.1 The Cash Management requirements and Interest requirements listed in Paragraphs 4.3 and 4.6 of PART ONE respectively do not apply as there are no federal funds as part of this agreement to the Grantee, and it is paid as reimbursement of prior project expenditures.
- 27.2 Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder and may result in debarment for two grant cycles.
- 27.3 The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of the IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of the Department under this Agreement.
- 27.4 Environmental and Cultural Resource Compliance: Approved grant project construction shall not commence and no payment shall be made under this grant until the Grantee, as set forth under the IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with the Department as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.
- 27.5 The Department requires that all projects be completed by the date specified in the Project Agreement. The Grantee should ensure that all bidders are aware of the expected completion date by specifying the expected project construction start date and completion date in the bid specifications package. Extensions to the ending date will not be allowed unless the Grantee can prove to the Department that a delay in project execution was beyond the Grantee's control.
- 27.6 Conditions may arise after work has begun that are beyond the control of the Grantee and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders.

If the change order involves i) the total deletion of an identified project component, ii) the addition of a new component for which reimbursement will be sought or iii) exceeds \$10,000 in value as an addition or subtraction, the Grantee must receive prior written IDNR approval. Failure to obtain prior approval will result in the amount of the change order being disallowed (pursuant to 720 ILCS §5/33E-9).

For change orders in excess of \$10,000, written assurance must be provided to the IDNR by the Grantee

that i) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or ii) the change is germane to the original contract as signed, or iii) the change order is in the best interest of the unit of State or local government and authorized by law.

- 27.7 All documentation in exhibit B1 is required for project billing requests.
- 27.8 The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the IDNR and the State of Illinois, Auditor General or Attorney General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.
- 27.9 In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, as may be required to complete the project. Failure to obtain any required permit or approval may jeopardize PMC grant reimbursement and/or cause debarment.
- 27.10 The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the IDNR or its representative, the Grantee shall be responsible for repayment of such costs.
- 27.11 This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.

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**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:

- 28.1 The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee to develop museum quality recreational facilities that are open and accessible to the public in Illinois.
- 28.2 Project Signage and Publicity: The Grantee agrees to provide acknowledgment of the role of the Public Museum Capital Grants Program in the project. This can be done by signage in an appropriate location or with IDNR approval by written acknowledgment in a public document produced by the Grantee. The acknowledgment shall incorporate the following language:
- "PUBLIC MUSEUM CAPITAL GRANTS PROGRAM"  
ILLINOIS DEPARTMENT OF NATURAL RESOURCES, ILLINOIS STATE MUSEUM
- 28.3 50% of the labor hours on the project must be performed by actual residents of the State of Illinois (20 ILCS 805/805-350).
- 28.4 Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.): For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.
- 28.5 In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, as may be required to complete the project. Failure to obtain any required permit or approval may jeopardize Public Museum Capital Grant reimbursement and/or cause debarment.
- 28.6 The IDNR and the Grantee agree to perform this Agreement in accordance with the Public Museum Capital Grants Program, as amended (20 ILCS 801/1-25(7)); with the rules promulgated pursuant to that Act (23 IL Adm. Code 3200.5 et seq.); and, with the terms, promises, conditions, plans, specifications, maps, and assurances contained in the approved Project Application, each of which is hereby incorporated by reference and made a part of this Agreement.
- 28.7 Grantee will complete project construction in accordance with all laws of the State of Illinois governing purchases and procurement by the local Grantee.
- 28.8 This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.

- 28.9 This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any liability of IDNR under this Agreement shall be limited to the amount of the grant. Any dispute relating to this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 et seq.).
- 28.10 All facilities constructed with state PMC assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards and the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130).
- 28.11 All intellectual property ("IP") rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials"), including by way of example but not as limitation, any posters and promotional materials, photographs, maps, drawings, charts, reports, brochures, blueprints, website pages, and source code, shall be owned by Grantee unless Grantee materially breaches the terms of this Agreement.
- 28.12 To ensure that the Public Materials are widely and generally available to the public who has paid for their production, Grantee hereby grants to IDNR a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sub-licensable license to use, copy, or publish the Public Materials by any means or media in connection with any activity of IDNR.
- 28.13 Grantee shall provide to all employees and agents of Grantee who might otherwise be entitled to claim any authorship or ownership or IP interest in such Public Materials (including but not limited to architects, photographers, graphic designers, web designers, sculptors, and contractors) a copy of this clause and shall obtain such employees' and agents' acknowledgment and agreement (1) that any employee or non-employee's contributions to any such Public Materials shall be considered Grantee property and/or works for hire, and (2) that to the extent that the Public Materials are not so considered, that all such contributors assign their rights therein, whether under patent, copyright, trade secret, or trademark law, and including moral rights, in perpetuity or for the longest period otherwise permitted by law, to Grantee such that Grantee can effectively grant the above-described license. Grantee shall allow IDNR full access to the project site and materials, both during the grant term and after completion, for documentation, inspection, publicity, photography, promotion, or similar purposes.

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## UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

### Agency Completed Section

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

Date Received by State: \_\_\_\_\_ Time Received by State: \_\_\_\_\_

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

5. Catalog of State Financial Assistance (CSFA) Number: 422-94-1164

6. CSFA Title: Public Museum Capital

### Catalog of Federal Domestic Assistance (CFDA)

☒ Not Applicable

7. CFDA Number: \_\_\_\_\_

8. CFDA Title: \_\_\_\_\_

9. CFDA Number: \_\_\_\_\_

10. CFDA Title: \_\_\_\_\_

### Funding Opportunity Information

11. Funding Opportunity Number: 2021.MUSEUM

12. Funding Opportunity Title: FY21 Public Museum Capital Grant Program

13. Funding Opportunity Program Field: \_\_\_\_\_

### Funding Opportunity Information

☒ Not Applicable

14. Competition Identification Number: \_\_\_\_\_

15. Competition Identification Title: \_\_\_\_\_

## UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

### Applicant Completed Section

#### Applicant Information

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

City of Elmhurst

17. Common Name (Doing Business As-DBA): City of Elmhurst

18. Employer/Taxpayer Identification Number (EIN, TIN): 36-6005866

19. Organizational Data Universal Number System (DUNS) Number: 070694682

20. Federal System for Award Management Commercial And Government Entity Code (SAM Cage Code): 4XMR2

21. Business Address:

Street: 209 North York Street

City: Elmhurst State: IL County: DuPage Zip+4: 60126-2755

#### Applicant's Organization Unit

22. Department Name: Elmhurst History Museum

23. Division Name:

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

24. First Name: David 25. Last Name: Oberg 26. Suffix:

27. Title: Executive Director

28. Organizational Affiliation: City of Elmhurst

29. Telephone Number: 630-530-3321 30. Fax Number: 630-530-6878

31. E-mail Address: dave.oberg@elmhurst.org

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

32. First Name: Lia 33. Last Name: Lopez 34. Suffix:

35. Title: Assistant Director of Finance

36. Organizational Affiliation: City of Elmhurst

37. Telephone Number: 630-530-3106 38. Fax Number: 630-530-3014

39. E-mail Address: lia.lopez@elmhurst.org

#### Areas Affected

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

City of Elmhurst, Counties of DuPage and Cook

41. Legislative and Congressional Districts of Applicant:

Senate District 24, IL House District 47, U.S. Congressional District 5

42. Legislative and Congressional Districts of Program/Project:

See above

## UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE

### Applicant's Project

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

Elmhurst History Museum Community Performance Venue

44. Proposed Project Term:

Start Date: January 1, 2022

End Date: December 31, 2022

45. Estimated Funding (include all that apply):

- ☒ Amount Requested from the State: \$688,500.00
- ☐ Applicant Contribution (e.g., in kind, matching): \_\_\_\_\_
- ☐ Local Contribution: \_\_\_\_\_
- ☐ Other Source of Contribution: \_\_\_\_\_
- ☐ Program Income: \_\_\_\_\_

### Applicant Certification:

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

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

☒ I Agree

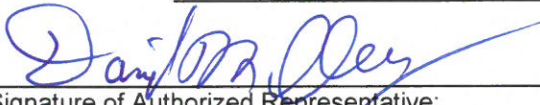
### Authorized Representative

46. First Name: David 47. Last Name: Oberg 48. Suffix: \_\_\_\_\_

49. Title: Executive Director

50. Telephone Number: 630-530-3321 51. Fax Number: 630-530-6878

52. E-mail Address: dave.oberg@elmhurst.org

  
53. Signature of Authorized Representative: \_\_\_\_\_

7/15/2021

Date Signed - Authorized Representative: \_\_\_\_\_



State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE

State Agency: IL Department of Natural Resources

Organization Name: City of Elmhurst

Data Universal Number System (DUNS) Number (enter numbers only): 070694682

Notice of Funding  
Opportunity (NOFO) Number: 2021.MUSEUM

Catalog of State Financial Assistance (CSFA) Number: 422-94-1164

CSFA Short Description: Public Museum Capital

Section A: State of Illinois Funds

Fiscal Year: 01/01/2021

REVENUES		Total Revenue
State of Illinois Grant Requested		\$
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$
2. Fringe Benefits	200.431	\$
3. Travel	200.474	\$
4. Equipment	200.439	\$
5. Supplies	200.94	\$
6. Contractual Services and Subawards	200.318 & 200.92	\$
7. Consultant (Professional Service)	200.459	\$
8. Construction		\$
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	\$
17. Total Indirect Costs	200.414	\$
Rate %:		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$ 698,500.00

Instructions  
found at end of  
document.





State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of Elmhurst

NOFO Number: 2021.MUSUEM

**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).

<input type="checkbox"/> 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)]. <b>NOTE: (if this option is selected, please provide basic Indirect Cost Rate information in area designated below.)</b>
<input type="checkbox"/> 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. <b>Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)</b>
<input type="checkbox"/> 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or 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.] <b>[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.]</b>
<input type="checkbox"/> 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that: <div><input type="checkbox"/> is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or <input type="checkbox"/> complies with other statutory policies.</div> <div>The Restricted Indirect Cost Rate is: _____ %</div>
<input type="checkbox"/> 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: City of Elmhurst

NOFO Number: 2021.MUSUEM

Section B: Non-State of Illinois Funds

Fiscal Year: 01/01/2021

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

<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	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Services)	200.459	\$	
8. Construction		\$	
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	\$	
17. Total Indirect Costs	200.414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17)		\$	
<b>MUST EQUAL REVENUE TOTALS ABOVE</b>			





State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Elmhurst History Museum	NOFO Number: 2021.MUSEUM
Data Universal Number System (DUNS) Number (enter numbers only) : 169677812	Fiscal Year: 01/01/2021
Catalog of State Financial Assistance (CSFA) Number: 422-94-1164	CSFA Short Description: Public Museum Capital

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

City of Elmhurst	Elmhurst History Museum, Department of the City of Elmhurst
Institution/Organization Name:	Institution/Organization Name:
Director of Finance	Executive Director
Title (Chief Financial Officer or equivalent):	Title (Executive Director or equivalent):
Tom Trosien	David M. Oberg
Printed Name (Chief Financial Officer or equivalent):	Printed Name (Executive Director or equivalent):
Signature (Chief Financial Officer or equivalent): <i>Tom Trosien</i>	Signature (Executive Director or equivalent): <i>David M. Oberg</i>
07/12/2021	07/12/2021
Date of Execution (Chief Financial Officer):	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 (if needed by agency)**

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: 070694682

Sub-recipient Parent Company DUNS: 070694682

Sub-recipient Name: City of Elmhurst (Elmhurst History Museum, a Department of the City of Elmhurst)

Sub-recipient DBA Name:

Sub-recipient Street Address: 120 East Park Avenue

City: Elmhurst State: Illinois

Zip-Code: 60126

Congressional District: 5

Sub-recipient Principal Place of Performance: 120 East Park Avenue

City: Elmhurst

State: Illinois

Zip-Code: 60126

Congressional District: 5

Contract Number (if known):

Award Amount:

Project Period: From:

Project Period: To:

01/01/2022

12/31/2022

State of Illinois Awarding Agency and Project Detail Description:

Illinois Department of Revenue Public Museum Grant Program for Elmhurst History Museum Community Performance Venue

**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 ☒

No ☐

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:
Name:	Amount:



**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	
CAD/PM	Architectural and Landscape Design for Performance Venue	\$145.00	Hour	200	\$29,000.00	Add Delete	
Architect	Overall Design for Venue and Adjacent Spaces	\$245.00	Hour	85	\$20,825.00	Add Delete	
Administrative	Administrative Support for Design and Execution	\$85.00	Hour	61	\$5,185.00	Add Delete	
State Total					\$55,010.00	Add Delete	
NON-State Total							
Total Consultant Services (Fees)					\$55,010.00		
<b>Consultant Services Narrative (State):</b> Architectural and landscape design for performance area, adjacent flex space and landscaping							
<b>Consultant Services Narrative (Non-State):</b>							
Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add Delete
State Total							Add Delete
NON-State Total							
Total Consultant Expenses							



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

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

Consultant Expenses Narrative (State):

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
Engineering	Civil, structural and electrical engineering	\$38,500.00	Add Delete
Demolition	Demolition of existing parking area	\$16,500.00	Add Delete
Permeable Pavers	Installation of permeable pavers for flex space	\$93,500.00	Add Delete
Landscaping	Landscaping for performance area	\$38,500.00	Add Delete
Excavation	Excavation for performance venue	\$8,250.00	Add Delete
Concrete	Foundation for performance venue	\$27,500.00	Add Delete
Electrical Work	Electrical service from adjacent Education Center	\$11,000.00	Add Delete
Framing	Timber framing/materials for performance venue	\$176,000.00	Add Delete
Labor	Labor for timber framing for performance venue	\$38,500.00	Add Delete
Infill	Infill framing and roof decking	\$27,500.00	Add Delete
Roofing	Roof for performance venue	\$16,500.00	Add Delete
Electrical	Electrical wiring for performance venue	\$30,250.00	Add Delete
Sound	Low voltage sound system	\$27,500.00	Add Delete
Concrete piers	Concrete piers to fix wire canopy for venue	\$11,000.00	Add Delete



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

Purpose	Description of Work	Construction Cost	Add/Delete Rows
Columns	Columns for wire canopy for performance venue	\$44,000.00	Add Delete
Cabline	Canopy cabline for performance venue	\$16,500.00	Add Delete
Additional Electrical	Low voltage electrical for wire canopy system	\$22,000.00	Add Delete
			Add Delete
	State Total	\$643,500.00	
			Add Delete
	Non-State Total		
	Total Construction	\$643,500.00	
Construction Narrative (State):			
Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")			



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

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

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services			
7. Consultant (Professional Services)	\$55,010.00		\$55,010.00
8. Construction	\$643,500.00		\$643,500.00
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
	State Request		
	\$698,510.00		
	Non-State Amount		
TOTAL PROJECT COSTS			\$698,510.00



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

**For State Use Only**

Grantee: City of Elmhurst

Data Universal Number System (DUNS) Number (enter numbers only) : 070694682

Notice of Funding  
Opportunity (NOFO) Number: 2021.MUSEUM

Catalog of State Financial Assistance (CSFA) Number: 422-94-1164

CSFA Short Description: Public Museum Capital

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

Initial Budget Request Amount: \_\_\_\_\_

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

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

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

**Final Budget Amount Approved:** \_\_\_\_\_

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

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

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

**\$200.308 Revision of budget and program plans**

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

**GOMBGATU-3002-(R-02-17)**





**Illinois Department of  
Natural Resources**

# **PUBLIC MUSEUM CAPITAL GRANTS PROGRAM**

## **Implementation & Billing Requirements**

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

Revised April 2022

**PROJECT COMPLIANCE INSTRUCTIONS  
AND  
BILLING PACKET INFORMATION**

In this packet, you will find necessary information and instructions to properly implement an approved Public Museum Capital Grants Program (PMC) project with the Illinois Department of Natural Resources (IDNR). **PLEASE READ THOROUGHLY!** Failure to comply with these instructions can jeopardize grant reimbursement.

**GENERAL**

1. To maintain eligibility for grant reimbursement, the Grantee must satisfactorily complete ALL approved project components as specified in the signed Project Agreement. Any changes (additions or deletions) to the project scope must be approved by the IDNR **prior** to implementation in order to maintain overall eligibility for grant reimbursement. Any Change Order +/- \$10,000 not approved by the IDNR will not be eligible for grant reimbursement.
2. Projects cannot incur and costs against the grant funded project with the exception of A&E work prior to receipt of an approved CERP form and a fully executed grant agreement. Project may lose funding eligibility if costs are incurred prior to receipt of both items.
3. Project construction must be completed by the Grantee in accordance with all laws of the Local Unit of Government indicated on form MC/DOC-1 #5 including any applicable State of Illinois purchase and procurement laws including the Illinois Works Act.
4. In-house engineering and administration, force account labor and force account materials are NOT reimbursable under the PMC grant program.
5. All facilities constructed with State PMC assistance must be designed to accommodate full accessibility as per the Illinois Accessibility Code standards and the Americans with Disabilities Act (ADA).
6. The approved PMC development project must be completed and ready for final acceptance by IDNR staff AND all project costs for which reimbursement is expected must be incurred no later than the expiration date specified on the signed Project Agreement. Failure to have approved project components completed by the specified project expiration date could jeopardize approved grant reimbursement on the project.
7. In connection with and prior to the construction, and thereafter the subsequent operation and maintenance of the PMC-assisted facilities, the Grantee agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, from, but not limited to, the following. **(Failure to do so can jeopardize grant reimbursement.)**
  - a. IL Dept. of Natural Resources regarding "Interagency Wetlands Policy Act" (20 ILCS 830); "State Endangered Species Act" (520 ILCS 10/11); cultural resource impacts (20 ILCS 3410/9, *coordinated with the IL Historic Preservation Agency*); and impacts to state waterways (615 ILCS 5/5).
  - b. Local Building or Zoning Agencies or Boards, where applicable.
8. Project Status Reports **must** be submitted **each January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup>** throughout the duration of project implementation (i.e., until the project's reimbursement request is submitted to the Illinois DNR). These progress reports should be forwarded to the IDNR Grant Administrator assigned to the project.
9. Please contact the DNR Grants staff at 217/782-7481 if you have any questions as you proceed with project implementation regarding program requirements.

## **OPEN COMPETITIVE BIDDING**

1. EXCEPT as noted below in items #2 and #4, all open competitive bidding for PMC projects shall be done in accordance with the Grantee's statutory requirements governing public procurements. PMC projects are possible through the sale of public bonds and therefore require the use and oversight of a public body's procurement guidelines to ensure the proper stewardship of these funds. This will require the use of the procurement policies of the local unit of government identified in the PMC application. (MC DOC-1 #5)
2. You will need to incorporate the Illinois Works Jobs Program Act requirements into this project. Those requirements can be found here:  
<https://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=003005590HArt%2E+20&ActID=3995&ChapterID=7&SeqStart=200000&SeqEnd=1200000>
3. The Grantee shall encourage "minority" business firms to submit bids on the approved project and successful contract bidders to utilize minority businesses as sub-contractors for supplies, services, and construction. This stipulation should be noted in all bid solicitation notices.
4. The bid proposal forms should be structured for flexibility. This can usually be done most effectively with add/deduct alternates and bidding the work by specific/distinct work elements.

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

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

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

Bid Specifications must include the requirement that contractors and subcontractors pay State Prevailing Wages. For the specific requirements, review the Prevailing Wage Act (820 ILCS 130/0.01-12).

**Remember**, the IDNR requires that all projects be completed by the date specified in the Project Agreement. The Grantee should ensure that all bidders are aware of the expected completion date by specifying the expected project construction start date and completion date in the bid specifications package. Extensions to the ending date will not be allowed unless the Grantee can prove to IDNR that a delay in project execution was beyond the Grantee's control.

5. In certain instances, conditions may arise after work has begun that are beyond the control of the Grantee and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders. If the change order involves 1) the total deletion of an identified project component, 2) the addition of a new component for which reimbursement will be sought or 3) exceeds \$10,000 in value (including deductions), the Grantee must receive prior written Illinois IDNR approval. **Failure to obtain prior approval will result in the amount of the change order being disallowed. (pursuant to 720 ILCS 5/33E-9 of the Criminal Code of 1961).** For change orders in excess of \$10,000 written assurance **MUST BE** provided to the Illinois

*IDNR by the Grantee (1) the circumstances said to necessitate the change in performance were not reasonable foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the unit of State or local government and authorized by law.*

#### **NO-BID CONTRACTS LABOR GUIDELINES**

1. Project construction can be completed by means of individual small non bid contracts following the Grantee's procurement requirements. PMC projects are possible through the sale of public bonds and therefore require the use and oversight of a public body's procurement guidelines to ensure the proper stewardship of these funds. This will require the use of the procurement policies of the local unit of government identified in the PMC application.
2. The value of donated material, labor and equipment to a project IS NOT grant eligible nor is the purchase of non-consumable items (tools, etc.) necessary to complete project work.

#### **PROJECT BILLING REQUIREMENTS**

1. Billing requests for grant reimbursement will be processed at the 50% (if requested) and 100% project completion levels. Only costs incurred during the specified project period dates indicated on the signed Project Agreement and necessary to complete the approved project components are eligible for grant reimbursement. The 50% completion level is determined by the Gantt chart submitted with your signed agreement and is based on project completion not financial expenditures. The Grantee may bill only once at the 100% completion level if the Grantee chooses.
2. **All of the following documentation is required to be presented to the IDNR with any project billing request.** Failure to provide any of these 7 items will result in a delay in processing your payment:

- a. Completed "Project Billing Form" signed and dated with attestation completed.
- b. Completed "Project Billing Performance Report" submitted with reimbursement documents.
- c. A "Schedule of Professional Services and of Publicly Bid Contracts" (Attachment B) (including A & E work, construction and material/equipment purchase contracts) and associated contract change orders (if applicable), issued pursuant to the approved PMC project for which grant reimbursement is claimed. The schedule should list the following: contractor or A/E firm name, project element completed by contract, contract amount and, if applicable, an itemized listing of any contract change orders(+/-).;

#### **And**

A "Schedule of Project Expenditures" (Attachment C) incurred pursuant to the approved PMC grant project for which all grant reimbursements are claimed. *The schedule/spread sheet must contain a certification statement signed by the Grantee's chief fiscal officer and chief administrator or Fiscal Officer attesting to the accuracy of the information.*

**These schedules shall list, at a minimum, information shown in the example on Attachment B & C.**

- d. Agreed Upon Procedures Report from CPA firm, including applicable schedules. Costs claimed on the "Project Billing Form" must be reviewed and attested to by an independent CPA\* in accordance with the *Statement on Standards for Attestation Engagements* as established by the American Institute of Certified Public Accountants. The independent Attestation will be based on the "Agreed Upon Procedure" developed by IDNR and identified on **Attachment A**. **This is a completely separate audit requirement than detailed in section F.4. of your agreement and is necessary for your billing.**

NOTE: The cost of having the independent attestation of the Project Billing conducted is considered an eligible project cost and may be claimed for grant reimbursement. Submit invoice from accounting firm and proof of payment.

- e. A general drawing/sketch of completed project work (must be no larger than 11" x 17"). If billing at 50% project completion and drawings are not applicable, a narrative of work completed to date should be submitted.
  - f. Proof of Public Museum Capital Grants Program acknowledgment (e.g., photo of sign or donor plaque at site or copy of museum brochure or other means indicating IDNR grant assistance). **This requirement is due at the time the final billing is requested.**
  - g. Photos of completed project elements.
3. Final request for reimbursement must be submitted to the IDNR grant administrator as soon as possible after the completion of the project, or ending date of the Project Agreement.

\*It is recommended that the CPA firm that conducts the Grantee's regular agency-wide audit be used for this purpose.

### **BILLING REQUIREMENTS CONTINUED**

**Information the Grantee will need to provide the CPA (auditor) in order to have the independent Billing Attestation efficiently completed according to the established "Agreed Upon Procedures", Attachment A of the agreement:**

- 1. Copy of the signed Project Agreement and any amendments executed thereto;
- 2. A spread sheet or schedule of all professional services (A/E) contracts and publicly bid construction and material/equipment purchase contracts and associated contract change orders (if applicable), issued pursuant to the approved PMC project for which grant reimbursement is claimed (the "Schedule of Professional Services and Publicly Bid Contracts" Attachment B);

The schedule should list the following: contractor or A/E firm name, project element completed by contract, contract amount and, if applicable, an itemized listing of any contract change orders(+/-). **The schedule shall list, at a minimum, information shown in the example on Attachment B of your grant agreement.**

- 3. Proof of bid advertisement for all publicly bid construction and material/equipment purchase contracts.
- 4. Copy of Bid Tabulation for each publicly bid construction and material/equipment purchase contract.
- 5. (If applicable) Justification for and proof of Board action, approving the awarding of any project construction and material/purchase contract to someone other than a low bidder.

A "Schedule of Project Expenditures" (Attachment C) incurred pursuant to the approved PMC grant project for which grant reimbursement is claimed. **The schedule shall list, at a minimum, information shown in the example on Attachment B of your grant agreement.** *The schedule/spread sheet must contain a certification statement signed by the Grantee's chief fiscal officer and chief administrator or Fiscal Officer attesting to the accuracy of the information. The schedule shall list, at a minimum, information shown in the example on Attachment B of your grant agreement.*

- 6. A copy of applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases for the unit of local government who was identified in the PMC application (MC DOC-1 #5).

**You may find it helpful to provide a copy of this Implementation and Billing packet to your CPA for use as a reference during their review and to be certain they have everything necessary to perform the work being required by this grant.**

## **RECORD RETENTION / AUDIT REQUIREMENTS**

### **A. RECORD RETENTION**

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

### **B. AUDIT REQUIREMENTS**

All audit requirements are specified in your grant agreement under Article XV "Audit Requirements". You will need to review this section carefully.

**(It is important to inform your auditors that PMC grant funds are State grant funds, not Federal funds.)**

**This is a completely separate audit requirement than detailed in Attachment A of Exhibit B1 of your grant agreement.**

### **C. AUDIT RESOLUTION**

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

**ILLINOIS PUBLIC MUSEUM CAPITAL GRANT PROGRAM  
BILLING CHECKLIST**

- ☐ **Project Billing Form**
- ☐ **Project Performance Report**
- ☐ **CPA "Agreed Upon Procedures"**
- ☐ **"Schedule of Professional Services & Publicly Bid Contracts"**
- ☐ **Schedule of Project Expenditures**
- ☐ **Drawing or sketch of completed work or narrative**
- ☐ **Proof of Public Museum Capital Grants Program acknowledgement**  
This requirement is due at the time the final billing is requested.
- ☐ **Photos of completed project elements**
- ☐ **Periodic Performance Report**
- ☐ **Periodic Financial Report**

**Mail to:**

**Department of Natural Resources  
Attn: Office of Grant Management and Assistance  
(INCLUDE NAME OF GRANT ADMINISTRATOR)  
One Natural Resources Way  
Springfield IL 62702**

**Or**

**Email directly to your grant administrator**

## PROJECT BILLING FORM

F.E.I.N./T.I.N. \_\_\_\_\_

Level: (indicate one)	50%	100%
-----------------------	-----	------

	Amount Claimed To Date	Amount Claimed This Billing
Construction Costs (Bid Contracts)		
Non-Bid Construction Costs      Hired (non-bid) Labor		
Material/Supplies		
Architectural/Engineering Fees		
CPA Costs		
Other (Specify)		
<b>TOTAL</b>		
Less Local Agency Share		
<b>Amount Claimed for Grant Reimbursement</b>		



**IL Department of Natural Resources  
"Public Museum Capital Grant Program"**

**PROJECT PERFORMANCE REPORT**

Project #: MC \_\_\_\_\_  
Project Sponsor: \_\_\_\_\_  
Project Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CONCISE / QUANTIFIED DESCRIPTION OF COMPLETED PROJECT COMPONENTS AS DESCRIBED IN INITIAL PROJECT APPLICATION:**

--

**GENERAL COST BREAKDOWN OF COMPLETED MAJOR PROJECT COMPONENTS**

(Actual Costs = your actual expenditures)

(Budgeted Costs = costs presented in your project application)

Approved Project Component	Quantity	Actual Costs	Budgeted Cost

Prepared by: \_\_\_\_\_  
(signature)

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

### **“Agreed Upon Procedures” for Public Museum Capital Grants Project Billing Attestation**

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

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

Based on both 1) Project Performance Report 2) PMC Schedule of Project Expenditures which must be provided by the local project sponsor (Grantee) as supporting documentation for the *Project Billing Form*, perform the following procedures and provide a report detailing the results. The report should include copies of the aforementioned schedules and the signed *Project Billing Form* provided by the local project sponsor (Grantee).

- A. Verify that all items listed on the schedule(s) were for work germane to the scope of the approved PMC project as described on the signed Project Agreement, any amendments, and components listed on the MC/DOC-4: Development Data form; thereto, and, with the exception of project Professional Services (A/E) contracts, were executed after the project start date indicated on the signed Project Agreement. Identify and report any exceptions.
- B. With the exception of Professional Services (A/E) contracts, verify that the local project sponsor (Grantee) has complied with the sponsor’s written procurement procedures regarding open competitive bidding for all construction contracts and all material/equipment purchases, AND that prospective bidders were given a Bid Opening date and number of days Bid must be held in the advertisement to submit bid proposals to the local project sponsor (grantee). Identify and report any exceptions.
- C. Verify that all publicly bid construction and material/equipment purchase contracts executed for the project were awarded to the low bidder. Identify and report any exceptions and attach written justification from local project sponsor (grantee) for their awarding any contract to someone other than the low bidder.
- D. Verify that all change orders to the construction and material/equipment purchase contracts are germane to the approved PMC project scope and that any change orders of \$10,000 or more were approved by DNR. Identify and report any noted exceptions and attach a copy of any change order noted as an exception.
- E. Sample a minimum of 25% of the project expenditures listed on the “PMC Schedule of Project Expenditures” and trace to the local project sponsor’s accounting record system and verify the costs are germane to the project scope and, with the exception of project professional services (A/E fees), were incurred during the project period specified on the signed Project Agreement. Identify and report any noted exceptions.
- F. Verify that local matching dollars (if applicable) for the project did not include federal or other state funds. Identify and report any exceptions.
- G. Verify that “Prevailing Wage” language was included in any/all construction contract(s). Identify and report any exceptions.

## **ATTACHMENT B**

***[SAMPLE FORMAT]***

### **Schedule of Professional Services (A/E) and Publicly Bid Project Contracts**

Grant Project #: \_\_\_\_\_

<b>Firm Name</b>	<b>Project Element</b>	<b>Base Contract Amt</b>	<b>Change Order (+/-)</b>	<b>Total</b>
CS & AS Associates	A/E services	\$10,500.00		\$10,500.00
SGS Construction	Structure construction	\$98,500.00	#1 - \$11,500.00(+)	
			#2 - \$3,100.00(+)	\$113,100.00
Lighting Supply Co.	Display lighting equipment	\$39,000.00		\$39,000.00
Build Better, Inc.	(2) Pre-fab Display Cases	\$28,000.00		\$28,000.00
PMC Construction Co.	Install lighting & Display Cases	\$32,500.00	#1 - \$ 900.00(+)	
			#2 - \$1,800.00(+)	
			#3 - \$2,300.00(+)	\$37,500.00
Springdale Landscaping	Museum Landscaping	\$24,200.00	#1 - \$1,200.00(+)	\$25,400.00
Acme Paving Co.	Walkway paving & ramps	\$9,500.00		\$9,500.00
<b>TOTAL</b>				<b>\$263,000.00</b>

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

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

**ATTACHMENT C****[SAMPLE FORMAT]****Schedule of Project Expenditures**

Grant Project #: \_\_\_\_\_

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

I hereby certify that the costs shown on this "Schedule of Project Expenditures" are true and correct and based on actual expenditures by the Project Sponsor for the referenced PMC project; that grant reimbursement/payment from the State of Illinois has not been received for these costs; and that the costs are in accordance with provisions of the Department of Natural Resources Public Museum Capital Grants Program (23 IL Adm Code 3200).

\_\_\_\_\_  
(Name & Title)\_\_\_\_\_  
(Signature)

ATTESTED BY: \_\_\_\_\_  
(Signature of local agency's Chief Fiscal Officer)

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



# STATE OF ILLINOIS PERIODIC PERFORMANCE REPORT

## Periodic Performance Report (PPR) Instructions

The Periodic Performance Report (PPR) is a standard, uniform statewide performance progress reporting format used by all state agencies to collect performance information from recipients of state grant awards. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the Grant Agreement (UGA), all grant awards are subject to periodic performance reporting.

General instructions for completing the PPR are contained below. **PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THE PPR.** Please contact the state agency's points of contact specified in the "State Agency Contacts" section of your UGA if additional support is needed completing the PPR.

If the UGA specifies an alternative file or external database for grant performance reporting, the grantee should mark the shaded box in the PPR accordingly. In the *File Name or Database Source* field, enter the name of the alternative file or database utilized. The grantee is not required to complete Sections 14 - 22 if the information is provided in an alternative format specified in the UGA.

### Report Submission

1. The grantee must submit the PPR cover page and any forms required by the awarding state agency as specified in the UGA.
2. The PPR must be submitted to the attention of the state agency's points of contact specified in the "State Agency Contacts" section of your UGA in accordance with the requirements established in the award document.
3. If additional space is needed to support the PPR, supplemental pages should be attached. As indicated on the PPR, responses to Sections 14 - 22 may be provided in a separate format. If additional pages are provided, the pages should be numbered and must reference:
  - a. Grant number
  - b. Grantee organization
  - c. DUNS number
  - d. FEIN
  - e. Period covered by the PPR

### Reporting Requirements

1. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the UGA, all grant awards are required to submit a PPR in accordance with the terms established in the UGA.
2. The frequency of the PPR is specified in the Notice of Funding Opportunity (NOFO) and the UGA. The PPR must be submitted within the specified time frames. A submittal will be considered "late" if it is more than 15 calendar days past the due date or the date specified by the State agency's JCAR Rules (including approved extensions.)
3. Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports." If the report of more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>.)
4. A final PPR shall be required at the completion of the grant award. For final PPRs, the reporting period end date shall be the end date of the project / grant period.



# STATE OF ILLINOIS PERIODIC PERFORMANCE REPORT

Section	Data Element	Section Instruction for PPR
1	<i>Grantee Name (per UGA)</i>	Enter the name of the grantee exactly as stated in the UGA.
2	<i>Grant Number</i>	Enter the number assigned by the awarding state agency; Grant Number specified in the UGA.
3	<i>Grantee DUNS</i>	Enter the grantee's Dun and Bradstreet number.
4	<i>CSFA Number</i>	Enter the number assigned to the program through the Catalog of State Financial Assistance.
5	<i>Grantee FEIN</i>	Enter the grantee's Federal Employer Identification Number provided by the Internal Revenue Service.
6	<i>Program Name (per UGA)</i>	Enter the program name exactly as stated in the UGA.
7	<i>CFDA Number(s)</i>	Enter the Catalog of Federal Domestic Assistance (CFDA) number(s) as stated in the UGA. If the program is funded by more than one CFDA, list each CFDA number.
8	<i>State Agency (Grantor)</i>	Enter the name of the state agency awarding the grant as identified in the UGA.
9	<i>Agreement Period</i>	Enter the agreement period established in the Grant Agreement. This may span multiple years, based on the terms of the UGA.
10	<i>Report Period End Date</i>	Enter the ending date of the reporting period. The reporting periods are specified in the UGA.
11	<i>Final Report?</i>	Mark appropriate box. Check "yes" only if this is the final or last PPR for the Agreement Period specified in Section 9.
12	<i>Report Frequency</i>	Select the appropriate term corresponding to the requirements specified in the UGA. "Other" may be used when a different reporting schedule is required due to Specific Conditions. State the frequency as state in the UGA Specific Conditions.
13	<i>Prepared Date:</i>	Enter date the PPR was prepared by the grantee.
<b>Responses to Sections 14 - 22 may be provided in a separate format. All grantees must complete Section 23.</b>		
14	<i>Deliverable (if applicable)</i>	<p>List all high-level deliverables required <u>under the current, approved UGA</u>. Enter one Deliverable per row.</p> <p>- Examples of Deliverables could include:</p> <ul style="list-style-type: none"> <li>o Provide IT training</li> <li>o Purchase equipment</li> <li>o Hire contractors</li> <li>o Conduct workshop</li> <li>o Submit document</li> </ul> <p>As delineated in the UGA, "Deliverables" are not "Performance Measures." Performance Measures are addressed in Section 18 - 22.</p> <p>Grantees are not required to report on deliverables that were due and <u>completed</u> in prior reporting periods.</p>
15	<i>Due Date</i>	Per the <u>current, approved UGA</u> , enter the Due Date for the corresponding Deliverable. This date may fall outside the time frame of the current PPR.
16	<i>Date Completed</i>	Enter the date the Deliverable task was completed. If the task has not yet been completed, leave this cell blank.



STATE OF ILLINOIS  
**PERIODIC PERFORMANCE REPORT**

Section	Data Element	Section Instruction for PPR
17	<i>Deliverable Explanation</i>	<p>Briefly explain progress towards meeting the Deliverable to inform the awarding agency of challenges and successes. If additional space is needed, attach a supporting narrative.</p> <p>A description of the challenges and plans for overcome <b>must</b> be provided if:</p> <ul style="list-style-type: none"><li>- Deliverable was completed after the Due Date,</li><li>- Deliverable is not completed and the Due Date has passed, or</li><li>- Grantee anticipates the Deliverable will not be completed by a future Due Date.</li></ul> <p>If the grantee is on pace to complete a Deliverable that comes due after the reporting period, the grantee should, at a minimum, enter "On schedule" in Section 17.</p>
18	<i>Performance Measures</i>	Enter all Performance Measures required in Exhibit E of under the <u>current, approved</u> UGA. Enter one Performance Measure per row.
19	<i>Performance Standard/Frequency</i>	<p>Based on the <u>current, approved</u> UGA, enter the Performance Standard (or target) for the corresponding Performance Measure and the reporting frequency (annual/quarterly/monthly/etc.) based on Exhibit F of the Grant Agreement.</p> <ul style="list-style-type: none"><li>- Examples of Performance Standards/Frequency could include:<ul style="list-style-type: none"><li>o 1,000 Persons Trained/quarter</li><li>o \$250,000 capital leveraged/year</li><li>o 500 Patients Rehabilitated/month</li></ul></li></ul> <p>If the Performance Standard fluctuates over time per the UGA, the Standard listed should apply to the specific report period.</p>
20	<i>Results/Accomplishments in Reporting Period</i>	Based on the <u>current, approved</u> UGA, enter the actual results for the corresponding Performance Measure for the specific report period.
21	<i>Required (R) or Inform Only (IO)</i>	<p>Based on the <u>current, approved</u> UGA, indicate whether the performance standard in Section 19 is a grant "requirement."</p> <ul style="list-style-type: none"><li>- Enter "R" if meeting or exceeding the Performance Standard is necessary to satisfy grant terms. Failure to meet the Standard may indicate that the grantee in not in compliance.</li><li>- Enter "IO" if the data is collected for programmatic or assessment purposes. Failure to meet an "IO" Performance Standard may not imply that the grantee is out of compliance.</li></ul>
22	<i>Performance Explanation - Award to Date</i>	<p>Mark the appropriate check box based on whether or not <b>ALL</b> performance accomplishments are on schedule with performance standards.</p> <p>Section 22 is not limited to the reporting period. Responses are <u>award to date</u>.</p> <p>If any performance measure results / accomplishments (Section 20) are below the required standards (Section 19), an explanation <b>must</b> be provided to inform the awarding agency about the deviation. Consider internal and external factors that impact performance. Attach a supporting narrative if additional space is needed.</p> <p>Grantees are <i>encouraged</i> to highlight factors that enable grant performance to exceed performance standards.</p>



STATE OF ILLINOIS  
**PERIODIC PERFORMANCE REPORT**

Section	Data Element	Section Instructions for PPR
<b>All grantees must complete Section 23.</b>		
23	<i>Performance Accomplishment Correlated to Reported Expenses</i>	<p>Federal Uniform Guidance requires periodic reporting to correlate performance and expenses within a report period. Correlation reporting focuses on the degree to which expended resources are effectively achieving anticipated outcomes.</p> <p>Determine if grant performance (service / outcomes) is on schedule with the anticipated timing of incurred grant expenditures / earnings per the terms of the UGA. Mark the appropriate box. Per the UGA, the award may have services / outcomes that occur at a different time than the expense. The award may be on schedule because it is expected that expenses and services / outcomes occur at different intervals.</p> <p>Grantees <b>must</b> provide an explanation if grant performance to-date does not correlate to the timing of incurred expenses / earnings per UGA terms. Attach a supporting narrative if additional space is needed.</p> <p>Grantees are <i>encouraged</i> to inform the awarding agency if internal or external factors are causing a better than anticipated correlation.</p>
<b>Grantee Certification / State Agency Acceptance</b>		
<i>Grantee Certification</i>		
Federal Uniform Guidance (2 CFR 200.415) requires an authorized grantee representative certify the accuracy of the information provided in the PPR.		
24	<i>Name and Title of Authorized Individual from Grantee Organization</i>	Enter the name and title of the grantee representative certifying the PPR. This individual must be authorized to represent the grantee in this capacity.
25	<i>Phone Number</i>	Enter the phone number of the grantee representative certifying the PPR.
26	<i>Email Address</i>	Enter the email address of the grantee representative certifying the PPR.
27	<i>Name and Title of State Agency PPR Approver</i>	Enter the name and title of the state agency representative authorized to approve the PPR.
28	<i>Date Received</i>	Enter the date the state agency representative received the PPR.
29	<i>Date Approved</i>	Enter the date the state agency representative approves the PPR.





STATE OF ILLINOIS  
**PERIODIC PERFORMANCE REPORT**

**Report Transmittal**

1. Grantee Name (per UGA):		2. Grant Number:	3. Grantee DUNS:
6. Program Name (per UGA):		4. CSFA Number:	5. Grantee FEIN:
		7. CFDA Number(s):	
8. State Agency (Grantor):			
9. Agreement Period:		10. Report Period End Date:	
Start Date (Month/Day/Year):	End Date (Month/Day/Year):	(Month/Day/Year):	
11. Final Report?	12. Report Frequency:		13. Prepared Date:
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Other (specify):		
<b>Responses to Sections 14 - 22 may be provided in a separate format. All grantees must complete Section 23.</b>			
<input type="checkbox"/> Alternative file or database used.			
<b>File Name or Database Source:</b>			
Alternative formats are not allowed. Please complete all fields for 14-17 below, entering N/A for items that are not applicable.			
<b>14. Deliverable (if applicable):</b> (Separate line for each based on UGA)	<b>15. Due Date</b> (based on UGA)	<b>16. Date Completed</b>	<b>17. Deliverable Explanation:</b>
Archaeological survey submitted (Include only if required by CERP form. If not required, enter N/A in 17. Deliverable Explanation)			
Wetland development plans submitted (Include only if required by CERP form)			
Anticipated Bid Advertisement Date set (Include date in 17. Deliverable Explanation)			
			<b>Add - Delete</b>
			ADD
			DEL
			ADD
			DEL
			ADD
			DEL



STATE OF ILLINOIS  
**PERIODIC PERFORMANCE REPORT**

14. Deliverable (if applicable): (Separate line for each based on UGA)	15. Due Date (based on UGA)	16. Date Completed	17. Deliverable Explanation:	Add - Delete
Construction permitting in progress (Describe what permits are still needed and their status in 17. Deliverable Explanation)				ADD DEL
All necessary construction permits secured				ADD DEL
Playground plans submitted to DNR for review and approval (If applicable)				ADD DEL
Form FA DOC-1 submitted to DNR (Required if Force Account Labor is being used)				ADD DEL
Draft Bid Documents completed and include compliance requirement that contractors pay State Prevailing Wage (Prevailing Wage Act 820 ILCS 130/0.01-12)				ADD DEL
Project put out to bid				ADD DEL
Project bids received, contractor selection in progress (Include anticipated construction start and end dates in 17. Deliverable Explanation)				ADD DEL
Project under construction (Include percent complete in 17. Deliverable Explanation. Please use only the following percentages: <25%, 25%, 50%, 75%, 90%, 100%)				ADD DEL
Project construction complete (Include anticipated final billing submittal date in 17. Deliverable Explanation)				ADD DEL
18. Performance Measures: (Separate line for each based on UGA Exhibit E)	19. Performance Standard- Frequency (Based on UGA Exhibit F)	20. Results - Accomplishments in Reporting Period		Add - Delete
Recreational Amenities completed	Final Report only		21. Required (R) or Inform Only (IO)	ADD DEL



STATE OF ILLINOIS  
**PERIODIC PERFORMANCE REPORT**

<b>22. Performance Explanation - Award to Date:</b>		<b>Add - Delete</b>
<input type="checkbox"/> All performance accomplishments are on schedule with performance standards.		
<input type="checkbox"/> Not all performance accomplishments are on schedule with performance standards. Explanation(s) required below: (Separate lines as appropriate.)		
		<b>ADD</b>
		<b>DEL</b>
<b>23. Performance Accomplishments Correlated to Reported Expenses:</b>		<b>Add - Delete</b>
<input type="checkbox"/> Performance is consistent with grant-to-date expected services and expenditures/earnings.		
<input type="checkbox"/> Performance is not consistent with grant-to-date expected services and expenditures/earnings. Explanation(s) required below: (Separate lines as appropriate.)		
		<b>ADD</b>
		<b>DEL</b>

<b>GRANTEE CERTIFICATION (2 CFR 200.415)</b>	
By signing [authorizing] this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the [related] expenditures, disbursements, cash receipts and reported performance are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).	
24. Name and Title of Authorized Individual from <u>Grantee Organization</u> :	25. Phone Number
	26. Email Address:
<b>STATE AGENCY USE ONLY</b>	
27. Name and Title of <u>State Agency</u> PPR Approver:	28. Date Received:
	28. Date Approved:



# STATE OF ILLINOIS PERIODIC FINANCIAL REPORT

## Periodic Financial Report (PFR) Instructions

The Periodic Financial Report (PFR) is a standard, uniform statewide financial reporting format used by all state agencies to collect financial information from recipients of state grant awards. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the Uniform Grant Agreement (UGA), all grant awards are subject to periodic financial reporting.

General instructions for completing the PFR are contained below. **PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THE PFR.** Please contact the state agency's point of contact specified in the "State Agency Contacts" section of your UGA if additional support is needed completing the PFR.

### Report Submission

1. The grantee must submit the PFR and any forms required by the awarding state agency as specified in the UGA. State awarding agencies have discretion to add to or supplement the PFR as necessary.
2. The PFR must be submitted to the attention of the state agency's points of contact specified in the "State Agency Contacts" section of your UGA in accordance with the requirements established in the award document.

### Reporting Requirements

1. Unless statutorily exempt as documented in the Catalog of State Financial Assistance and the UGA, all grant awards are required to submit a PFR in accordance with the terms established in the UGA.
2. The Category / Program Expenses or line items of the PFR template should correspond to the current, approved grant budget. All program-specific line items included in the approved budget should be included in the PFR.
3. Use "N/A" for Not Applicable if a data field in Sections (a) through (w) is not relevant to the grant agreement (e.g., Program Income). Terms of the UGA dictate if a field is relevant.
4. The frequency of the PFR is specified in the Notice of Funding Opportunity (NOFO) and the UGA. The PFR must be submitted within the specified time frames.. A submittal will be considered "late" if it is more than 15 calendar days past the due date or the date specified by the State agency's JCAR Rules (including approved extensions.)
5. Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports." If the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>.)
6. A final PFR shall be required at the completion of the grant term. For final PFRs, the reporting period end date shall be the end date of the project / grant award.
7. A separate consolidated year-end financial report traced to the organization's financial statement is also required. The Consolidated Year-end Financial Report is inclusive of all State of Illinois funding received by the grantee organization. A separate reporting template and instructions are provided for consolidated year-end reporting.



# STATE OF ILLINOIS PERIODIC FINANCIAL REPORT

Section	Data Element	Section Instruction for PFR
	<i>State Agency/Grantor</i>	State Awarding Agency Name.
(a)	<i>Grantee Name</i>	Enter the name of the grantee as exactly stated in the UGA.
(b)	<i>Grant Number</i>	Number assigned by the state awarding agency to the grant award and specified in the UGA.
(c)	<i>CSFA</i>	Number assigned through the Catalog of State Financial Assistance.
(d)	<i>CFDA(s)</i>	Enter the Catalog of Federal Domestic Assistance (CFDA) number(s) as stated in the UGA. If the program is funded by more than one CFDA, list each CFDA number.
(e)	<i>Appropriation Number(s) (State Agency Use Only)</i>	(For State Agency Use Only) Enter the 16 digit State Appropriation code(s) that fund the grant.
(f)	<i>FEIN Number</i>	Enter the grantee's Federal Employer Identification Number provided by the Internal Revenue Service.
(g)	<i>DUNS</i>	Enter the grantee's Dun and Bradstreet number.
(h)	<i>Program Name and/or Code</i>	Enter the program name and / or code exactly stated in the UGA.
(i)	<i>Date Prepared</i>	Enter date PFR was developed and submitted by the grantee to the awarding state agency.
(j)	<i>Agreement Period</i>	Indicate the start and end date established in the UGA. This may span multiple years, based on the terms of the UGA.
(k)	<i>Report Period</i>	Enter the start and ending date of the reporting period. The reporting frequency is specified in the UGA.
(l)	<i>Final Report for Award Period</i>	Mark the box to identify this PFR is the final report required for the Agreement Period specified in Section (j).
(m)	<i>No changes from prior reporting period and/or No new expenses</i>	Mark the box if there are no changes from the prior reporting period and/or no new expenses.
(n)	<i>Indirect Cost Rate</i>	Enter the Indirect Cost Rate percentage (%) as accepted by your State Cognizant Agency for indirect cost reimbursement on this particular award. (Example: 10%) - If no indirect cost reimbursement is requested please enter 0%
(o)	<i>Approved Indirect Cost Rate Base</i>	Enter the Indirect Cost Base description as accepted by your State Cognizant Agency for indirect cost reimbursement on this particular award. (Example: Modified Total Direct Costs - MTDC) - If no indirect cost reimbursement is requested please enter N/A.
(p)	<i>Program Restrictions</i>	Based on the UGA, select "Yes" or "No" to indicate if there are funding-related program restrictions that will be monitored.
(q)	<i>List of Restrictions</i>	Specify the program restriction(s) if Section (p) was marked "Yes".
(r)	<i>Mandatory Match %</i>	If the UGA includes a mandatory match, select "Yes" and identify percentage in the field provided. If the UGA does not include a mandatory match, select "No".
(s)	<i>Specify Match</i>	Specify the match percentage if Section (r) was marked "Yes".



# STATE OF ILLINOIS PERIODIC FINANCIAL REPORT

Section	Data Element	Section Instruction for PFR
(t)	<i>Program Income (Award to Date)</i>	Enter the cumulative amount of grant program income earned to date including current reporting period. Apply agency policy if required to include program income under budget to actual reporting.
(u)	<i>Program Income (In current reporting period)</i>	Enter the amount of grant program income earned during the current reporting period.
(v)	<i>Interest Earned (Award to Date)</i>	Enter the cumulative amount of grant interest earned to date including current reporting period.
(w)	<i>Interest Earned (In current reporting period)</i>	Enter the amount of grant interest earned during the current reporting period.
(x)	<i>Category / Program Expenses</i>	Enter all current and approved line items as exactly stated within the current, approved grant budget. All program expenses must align with specified line items.
(y)	<i>Current Approved Budget (Enter this item first for every Category/Program Expense)</i>	
	<i>Approved Budget</i>	Enter the most current, approved budget amount for each program expense line item.
	<i>Remaining Balance Available</i>	AUTO CALCULATED: Approved Budget for the line item minus Post Adjustment Grant Expenses (Award to Date)
	<i>Expend %</i>	AUTO CALCULATED: Post Adjustment Grant Expenses (Award to Date) divided by Approved Budget for the line item.
(z)	<i>Grant Expenditures</i>	
	<i>Current Period Grant Expense</i>	Enter the amount of expenditures for each line item being reported as expenditures for this award during the period identified in Section (k).
	<i>Prior Approved Grant Expenses</i>	Enter the amount of expenses by line item reported and approved for this line item prior to this reporting period.
	<i>Grant Expense Adjustment</i>	Enter any adjustments / corrections needed to restate expenditures reported in a prior period.
	<i>Post Adjustment Grant Expenses (Award to Date)</i>	AUTO CALCULATED: Sum of Current Period Grant Expenses, Prior Approved Grant Expenses and Adjustments.
(aa)	<i>Current Period Match</i>	Enter amount of cash and in-kind contributions to the grant program for the current reporting period's match requirements. See 2 CFR 200.306.
	<i>Cash</i>	Enter amount of cash contributed to the grant program for the current reporting period.
	<i>In-Kind</i>	Enter value of non-cash contributions to the grant program for the current reporting period.
	<i>Total</i>	AUTO CALCULATED: Total of Cash and In-kind contributions to the grant program in the current reporting period.
(bb)	<i>Total Match (Award to Date)</i>	Enter prior reporting period Total match based on the Previous PFR (Prior Award to Date) plus Total of Current Period Match for the grant program.
(cc)	<i>Total Direct Expenses</i>	AUTO CALCULATED: Sum of the line entries in each column for section (y), (z), (aa) and (bb).
(dd)	<i>Indirect Costs</i>	Enter computed indirect costs based on Sections (n) and (o).
(ee)	<i>Total Expenditures</i>	AUTO CALCULATED: Total Direct Expenses plus Indirect Costs.



STATE OF ILLINOIS  
**PERIODIC FINANCIAL REPORT**

Section	Data Element	Section Instruction for PFR (continued)
	<i>Grantee Certification (2 CFR 200.415)</i>	Federal Uniform Guidance (2 CFR 200.415) requires an authorized grantee representative to certify the accuracy of the information provided in the PFR
(ff)	<i>Name and Title of Authorized Grantee Representative</i>	Enter the name and title of the grantee representative certifying the PFR. This individual must be authorized to represent the grantee in this capacity.
(gg)	<i>Date Submitted</i>	Enter the date the Authorized Grantee Representative submitted the PFR.
(hh)	<i>Email</i>	Enter the email address of the Authorized Grantee Representative certifying the PFR.
(ii)	<i>Telephone Number</i>	Enter the phone number of the Authorized Grantee Representative certifying the PFR.
(jj)	<i>Name and Title of State Agency Authorized Individual</i>	State agency representative authorized to review and approve PFR.
(kk)	<i>Date Received</i>	Date the state agency representative received the submitted PFR.
(ll)	<i>Date Approved</i>	Date the state agency representative authorized approves the PFR.





STATE OF ILLINOIS  
**PERIODIC FINANCIAL REPORT**

(a) Grantee Name		(b) Grant Number	(c) CSFA	(d) CFDA(s)	(e) Appropriation Number(s) <b>(State Agency Use Only)</b>	
(f) FEIN Number	(g) DUNS	(h) Program Name and/or Code			(i) Date Prepared	
(j) Agreement Period thru		(k) Report Period July 1 or Start Date thru June 30		(l) Final Report for Award Period <input type="checkbox"/>	(m) No changes from prior reporting period and/or No new expenses <input type="checkbox"/>	
(n) Indirect Cost Rate:		% (o) Approved Indirect Cost Base:				
(p) Program Restrictions: Yes <input type="checkbox"/> No <input type="checkbox"/>		(q) List of Restrictions:				
(r) Mandatory Match %:		Yes <input type="checkbox"/> % No <input type="checkbox"/>		(s) Specify Match:		
(t) Program Income (Award to Date) \$0.00		(u) Program Income (In current reporting period) \$0.00		(v) Interest earned (Award to Date)		(w) Interest earned (In current reporting period)

(x) Category/Program Expenses	(y) Current Approved Budget			(z) Grant Expenditures				(aa) Current Period Match			(bb) Total Match (Award to Date)	Add/ Delete Row
	Approved Budget	Remaining Balance Available	Expend %	Current Period Grant Expense	Prior Approved Grant Expenses	Grant Expense Adjustment	Post- Adjustment Grant Expenses (award to date)	Cash	In-kind	Total		
For July 1 status reports only, dollar amount of incurred cost from July 1 of previous year to present. Incurred costs represent actual payment made by the grantee that have not yet been billed to the State. If you received advance payment, don't include the amount of the advance payment and/or grantee's match of the advance payment.			0.00									ADD DEL
(cc) TOTAL DIRECT EXPENSES			0.00									
(dd) Indirect Costs			0.00									
(cc) TOTAL EXPENDITURES			0.00									





STATE OF ILLINOIS  
**PERIODIC FINANCIAL REPORT**

**GRANTEE CERTIFICATION (2CFR 200.415)**

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

**(ff) Name and Title of Authorized Grantee Representative:**

**(gg) Date Submitted:**

**(hh) E-mail:**

**(ii) Telephone Number:**

**STATE AGENCY USE ONLY**

**(jj) Name and Title of State Agency Individual Authorized to Approve Report:**

**(kk) Date Received:**

**(ll) Date Approved:**

Exhibit B2

1.) PUBLIC MUSEUM INFORMATION

Museum Name:	Elmhurst History Museum		
Project Title:	Elmhurst History Museum Community Performance Venue		
Address at Project Site:	120 East Park Avenue Elmhurst, IL 60126		
Museum Web Site Address:	www.elmhursthistory.org		
Year Est:	1957		

IL Senate Dist. #:	24	County:	DuPage
IL House Dist. #:	47	Township:	Addison
U.S. Congressional District #:	5		

2.) CONTACT INFORMATION – PUBLIC MUSEUM

PUBLIC MUSEUM CEO		PUBLIC MUSEUM DESIGNATED CONTACT	
Name & Title:	David M. Oberg	Name & Title:	David M. Oberg
Address:	120 East Park Avenue Elmhurst, IL 60126	Address:	120 East Park Avenue Elmhurst, IL 60126
Phone #	630-530-3321	Phone #	630-530-3321
Fax #:	630-530-6878	Fax #:	630-530-6878
Email address:	dave.oberg@elmhurst.org	Email address:	dave.oberg@elmhurst.org

3.) CONTACT INFORMATION – FISCAL SPONSOR (complete *only* if using a Fiscal Sponsor)

Organization:	CITY OF ELMHURST	CEO Name & Title:	James Grabowski, City Manager
Address:	209 NORTH YORK STREET ELMHURST, IL 60126	Fax #:	630-530-3014
Phone:	630-530-3000	Email address:	james.grabowski@elmhurst.org

4.) PROJECT DESCRIPTION (Use allocated space only – do not attach additional sheet)

<p><b>Project Description:</b></p> <p>The Elmhurst History Museum seeks support from the Illinois Public Museum Capital Grant program to create a public performance space on the museum grounds to stage historically-themed concerts, dramatic portrayals of historic figures, storytelling, and other family-friendly programs. In recent years, the museum team has worked to maximize the potential of the institution's 1.1 acre campus by creating a series of free, highly successful, outdoor programs during good weather months, which have attracted a strong public following. (See attached photos). A recent partnership on a summer concert series with Elmhurst City Centre, has further attracted patrons to the museum campus, benefiting the Elmhurst History Museum and nearby restaurants and businesses. The creation of a grant-funded, raised performance space, with power, represents the next logical step to build capacity, and will encourage the continued growth of family-friendly, outdoor events. Grant funds will also support further transformation of an adjacent 55' by 70' section of the museum's east parking lot into flex space, through the use of permeable pavers with a pedestrian look. Grant funds will also allow the creation of supports for a canopied area, providing shade for audiences and a superstructure for light and sound, aiding us as we continue building audience.</p>
--



5.) LOCAL GOVERNMENT

Public Museum Capital projects are funded using bond funds and therefore require the use and oversight of a public body's procurement guidelines to ensure the proper stewardship of said funds. Public museums applying for capital funds must also be operated by or located on land owned by a unit of local government. **Specify the unit of local government:**

City of Elmhurst

**Describe the type of ownership or long-term lease agreement the public museum has for the property where the proposed project will be located (documentation required):**

The City of Elmhurst owns and operates the Elmhurst History Museum and Education Center at 120 East Park Ave.

**Provide the dates that the term of the lease agreement is in effect:** N/A

**What, if any, causes for early termination are in the agreement?** N/A

6.) PROJECT COSTS:

Construction Costs \$ 698,500

A/E Design Fees \$

Archaeological Survey Costs \$

CPA Report Costs \$

TOTAL PROJECT COSTS: \$ 698,500

PUBLIC MUSEUM MATCH \$ 0

(total must be rounded down to the nearest \$100) GRANT FUNDS REQUESTED: \$ 698,500

7.) MATCHING FUNDS: (information is required in all fields below)

The amount of matching funds required varies by the level of visitation for the preceding calendar year. (See administrative rules, section 3200.20)

**Specify the attendance at the public museum's facility or facilities for the preceding calendar year:** 5,672\* COVID yr

**Explain how it is calculated (documentation required):** Aggregate of attendance for exhibits, programs, special events and museum outreach. (Note: 194,000 participated in online programs designed for COVID-19).

Check one: ☒ Visitation is 300,000 or less (no match required). **100% funded up to \$750,000**  
☐ Visitation is over 300,000 but less than 600,000 (1:1 match required). **50% match requirement up to \$750,000**  
☐ Visitation is 600,000 or more (2:1 match required) **66.66% / 33.34% match requirement up to \$750,000**

**Based on above, specify total amount of matching funds required:** \$ 0

**Total Grant Funds Requested (cannot exceed \$750,000):** \$ 698,500



7.) MATCHING FUNDS (Continued): (information is required in all fields below)

Confirm status of matching funds (if required).

Specify the source of all matching funds. Specify the amount of matching funds being provided. Mark (X) if matching Funds are local government or private.

Source	Amount [ \$ ]	Local [X]	Private [ X ]
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
TOTAL			

If matching funds are not required list any outside funds that are committed toward the project:

None at this time, though the Elmhurst Heritage Foundation, the non-profit fundraising arm of the Elmhurst History Museum, has committed more than \$12,000 to date for additional site enhancements, including picnic tables, umbrellas, and a portable sound system, with more anticipated for 2022.

List any other grant program/funds, including IDNR grants, involved in the proposed project, previous or anticipated. If IDNR Grant funds are included, list applicable project numbers and give a brief status, indicating whether completed or ongoing.

☒ If none, check box

8.) MUSEUM OPERATING INFORMATION:

Indicate the public museum's operating hours and days of the week: Tues-Fri, 1-5, Sat 10-5, Sun 1-5

If the public museum is open less than 1,000 hours per year, indicate the approximate number of hours: More than 1,500

Specify the public museum's annual operating expenditures: \$ 1,011,500

If a grant is awarded and once the project is complete, will this cause public museum's operations to grow even if it is just indirect costs? If so, how will the public museum sustain the larger operational costs?

The projects outlined in this grant request will promote greater foot traffic and attendance at events, and raise the profile of the museum. While there may be a minor uptick in program expenses to support additional events in the proposed performance space, increased gift shop sales, additional partnerships on summer concerts, and additional sponsorship funds raised through the Elmhurst Heritage Foundation, the museum's non-profit fundraising arm, will more than offset these minimal costs, while benefiting the museum and surrounding business community.

Provide the Cost Ratio per Visitor vs. Operational Dollars: \$ 178.33

(example: total operational dollars ÷ attendance = cost per visitor)



**9.) ADDITIONAL REQUIRED INFORMATION:**

**List the paid professional staff person(s) (Name, Title, and Professional Organization/Training/Certification) responsible for implementing the project. There must be one paid professional employee as per administrative rules, section 3200.10.**

Dave Oberg, Executive Director, M.A. in History with Focus in Historical Administration, Northern Illinois University

**Provide the Mission Statement of the public museum:**

The mission of the Elmhurst History Museum is to engage people with history through thoughtful collection, enlightening exhibits, and diverse educational experiences. The Museum fills an essential role in the life of the community by revealing the quality of life in years past and providing a basis on which community pride can grow and endure.

**Does the public museum present regularly scheduled programs and exhibits that use and interpret objects for the public?**

☐ No ☒ Yes If yes, give a brief description:

The Elmhurst History Museum operates two galleries. The first hosts 3-5 temporary exhibits each year, including shows created in house highlighting local and regional history and traveling exhibits. The second gallery is home to an award-winning permanent exhibit, "By All Accounts," which provides an overview of Elmhurst history from its foundation to the present day. In ordinary years, the museum stages 30-40 programs and events on site, as well as a series of highly successful outdoor performances for families on the museum's 1.1 acre parcel. The museum developed a series of virtual field trips, online programs, documentaries, and experiences friendly to digital meeting platforms during the COVID-19 pandemic, reaching more than 194,000 patrons online in a single year. In addition, museum staff provide outreach programs for all ages, conduct field trips and tours, and provide research services.

**Describe the public museum's collections:**

The Elmhurst History Museum has been actively collecting artifacts, images and ephemera related to local history for more than 60 years. The collection includes more than 9,500 artifacts and more than 15,000 photographs and documents. In recent years, staff members and volunteers have worked to digitize the museum's collection. The public currently has access to more than 5,000 documents and historic images online, and this number grows each year. Highlights of the collection include:

- Carl Sandburg's typewriter, and original film footage of him and his family at their Elmhurst home in the 1920s
- A portrait of Jane Byrd Bryan by artist G.P.A. Healy. The Bryan family played a significant role in Elmhurst's early development, the founding of Elmhurst University and the World's Columbian Exposition. Healy, who lived in Elmhurst in the 1850s and early 60s, became an internationally renowned painter
- Early plat maps and foundational records from the community's earliest years
- Trophies, photographs and ephemera belonging to local NASCAR legend Fred Lorenzen, aka "The Elmhurst Express"
- Travel notes, books, photographs and ephemera belonging to J. Hart Rosdail, one of the world's most traveled people

Note: The Department of Natural Resources reserves the right to seek documentary back up to the assertions in the above answers.



Public Museum Name: Elmhurst History Museum

Project Title: Elmhurst History Museum Public Performance Space

Name of entity whose written procurement guidelines will be followed: City of Elmhurst

Check to ensure entity holding title is a unit of local government: ☒

**ESTIMATED PROJECT DEVELOPMENT COSTS**

- Clearly identify project costs to be expended with grant funds as well as matching funds (if applicable).
- Do not submit a lump sum budget.
- Costs should be broken down by major project components and budget categories.
- Contingency costs cannot be submitted as separate costs.
- Limit to number of lines needed to give a concise overview of the project costs.

Project Components (Itemized)	Cost Estimate Incurred by Public Museum Grant Funds	Cost Estimate Incurred by Grantee/Fiscal Agent (Match)	Construction Method **
Architectural services and design	55,000	0	C
Engineering	38,500	0	C
Parking area conversion to flex space	110,000	0	C
Landscaping	38,500	0	C
Excavation/concrete for stage area	35,750	0	C
Electrical/low voltage for sound	68,750	0	C
Timber framing (materials and labor)	214,500	0	C
Infill framing, decking and roof	44,000	0	C
Wire canopy, piers, columns	93,500	0	C
(Round to the nearest \$100) TOTAL	\$ 698,500	\$ 0	

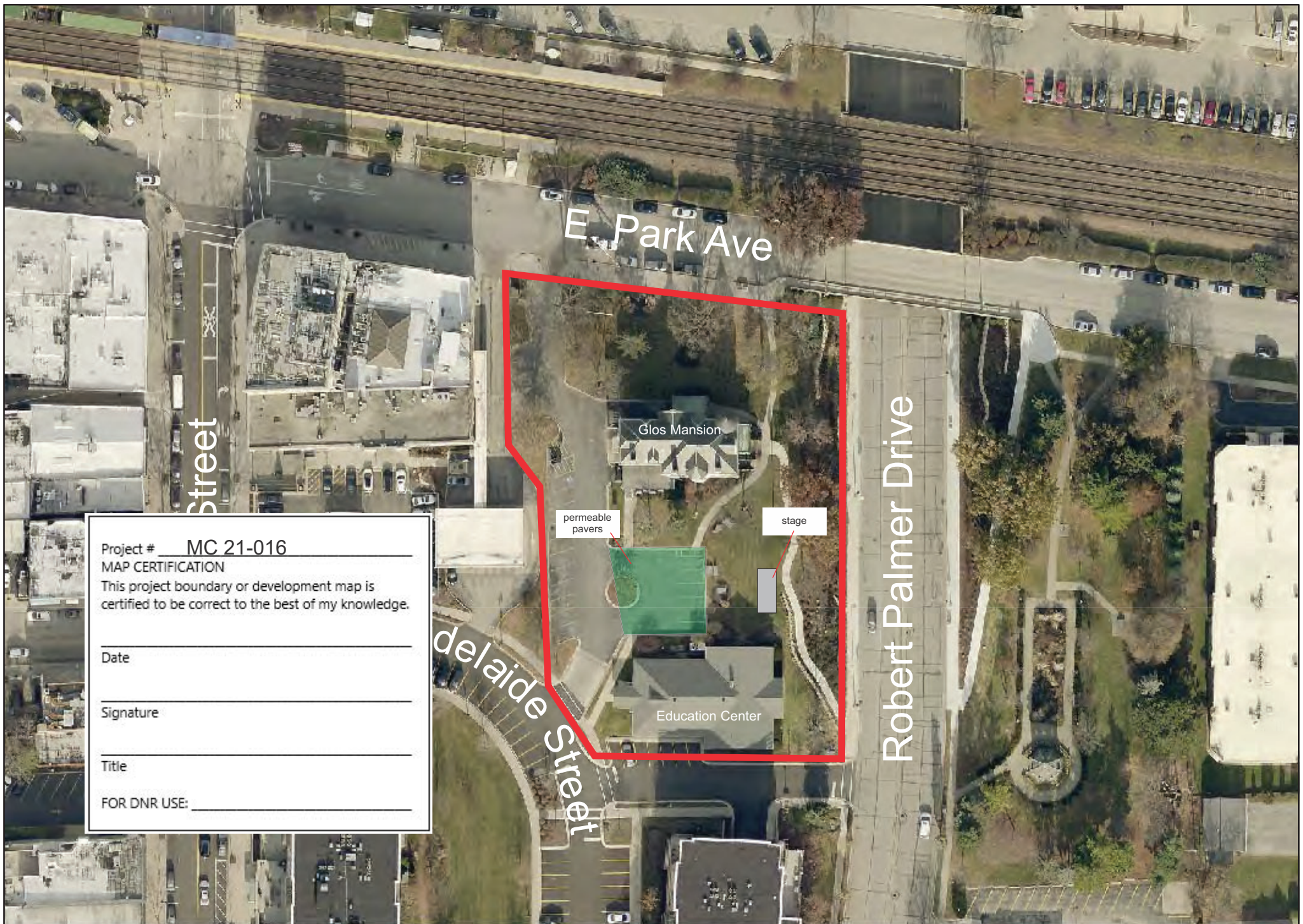
\*\* Construction Method Key: C - Contract; SS - Sole Supplier

(Note: The value of donated materials and donated (volunteer) labor are not eligible for reimbursement but can be used to reduce overall costs. **Force account labor is not an eligible capital expenditure.**)

Total Estimated Project Costs: \$ 698,500

If applicable, identify architectural/engineering firm or firms to be used in completing project: \_\_\_\_\_





Project # MC 21-016  
MAP CERTIFICATION  
This project boundary or development map is  
certified to be correct to the best of my knowledge.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

FOR DNR USE: \_\_\_\_\_

2019 Aerial Photo.

# Elmhurst History Museum

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0 25 50 75 100 Feet