



February 23, 2015

Douglas Kaarre  
Village of Oak Park  
123 Madison Street  
Oak Park, IL 60302

Re: Oak Park's Hulbert National Register Historic District  
Grant Number: CL20150242

Congratulations! I am pleased to inform you that your application for an FY 2015 Certified Local Government Matching Grant has been selected for award.

Attached you will find a grant agreement and other required documentation specifying details of the budget, timeline and scope of work for your project. To expedite your award, please review, sign and return the forms to IHPA as soon as possible.

An authorized representative of your community will be asked to attend a CLG Grants Training Session in Springfield in April. More information about the training will be sent to all CLG contacts via email, very soon.

Feel free to contact me at [catherine.oconnor@illinois.gov](mailto:catherine.oconnor@illinois.gov) to resolve any questions or concerns. We are very happy to help you with your grant, because your success is also our success.

Sincerely,

Catherine O'Connor  
Manager, Local Government Services

---

1 Old State Capitol Plaza  
Springfield IL 62701

ILLINOISHISTORY.GOV



**Historic Preservation Agency  
CLG Matching Grant Program**

**Grant No. CL-2015-0242**

**for the**

**Oak Park's Hulbert National Register Historic District**



**Illinois Historic Preservation Agency  
1 Old State Capitol  
Springfield, IL 62701**

**STATE OF ILLINOIS  
HISTORIC PRESERVATION AGENCY**

**Notice of Grant Award No. CL-2015-0242**

Grant Number: **CL-2015-0242**  
Grantee Name: **Village of Oak Park**  
Project: **Oak Park Hulbert National Register Historic District**  
Grant Term: **January 1, 2015 – September 30, 2016**

**Financial Breakdown**

Total Project Cost:	\$20,000.00
State Grant/Federal Share (70%):	\$14,000.00
Local Match (30%):	\$ 6,000.00

This Grant Agreement is entered into between the **Illinois Historic Preservation Agency (IHPA)** and the **Village of Oak Park** (the Grantee). Subject to the terms and conditions of this Agreement, IHPA agrees to provide a Grant in an amount not to exceed **\$14,000.00** to the Grantee. Subject to the execution of this Agreement by both parties, the Grantee is authorized to incur costs against this Agreement from the beginning date of **January 1, 2015**, through the ending date of **September 30, 2016** (the Grant Term). The Grantee agrees to use the Grant Funds provided under this Agreement only for the purposes set forth herein, and agrees to comply with all terms and provisions appearing in this Agreement.

This grant is federally funded through the Historic Preservation Fund Grants-In-Aid Program, CFDA #15.904, Department of the Interior, National Park Service, under the National Historic Preservation Act, as part of IHPA's Certified Local Government (CLG) Matching Grant program.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

**Parts:**

- I. Budget and Scope of Work**
- II. Terms and Conditions**
- III. Laws and Certifications**
- IV. Financial, Reporting and Audits**

The following documents are hereby incorporated into this Agreement:

1. Secretary of Interior Historic Preservation Fund Grants Manual (HPF Grants Manual), at [http://www.nps.gov/shpo/downloads/HPF\\_Manual.pdf](http://www.nps.gov/shpo/downloads/HPF_Manual.pdf)
2. IHPA FY 2015 CLG Matching Grant Application, Instructions, Project Descriptions and Reporting Guidelines (IHPA FY15 Guidelines), at [http://www.illinois.gov/iHPA/Preserve/SiteAssets/Pages/Grants/CLG%20Grants%20Manual%202015\\_FINAL.pdf](http://www.illinois.gov/iHPA/Preserve/SiteAssets/Pages/Grants/CLG%20Grants%20Manual%202015_FINAL.pdf).

Federal Taxpayer Identification Number (FEIN): 366-00-6027

The Grantee is a government entity, and is a Certified Local Government in good standing eligible for grant funds under the Department of the Interior rules for CLGs, as set forth in the Historic Preservation Fund Grants Manual. The Grantee must continue to comply with the conditions of its Certified Local Government Agreement with IHPA and maintain good standing as a CLG for the duration of the grant to receive final payment. Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status provided herein are correct.

Grantee's execution of this Agreement shall serve as its certification under oath that Grantee has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Grantee shall be bound by the same. Grantee acknowledges that the individual executing this Agreement is authorized to act on the Grantee's behalf. Grantee further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification.

**VILLAGE OF OAK PARK:**

By: \_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Printed Name Title

**STATE OF ILLINOIS HISTORIC PRESERVATION AGENCY:**

By: \_\_\_\_\_  
Amy Martin, Director Date

**Grantee Address:**

123 Madison St  
Oak Park , IL 60302

**Please indicate any address changes below**

---

---

---

---

**Signature Authorization**

In processing this grant and related documentation, the Agency will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to the Agency, the Authorized Signatory must either send written notice to the Agency indicating the name of the designee or provide notice as set forth immediately following this paragraph. Without such notice, the Agency will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below. If an Authorized Designee(s) appears below, please verify the information and indicate any changes as necessary.

The following are designated as Authorized Designee(s) for the Grantee:

Authorized Designee Signature: \_\_\_\_\_

Authorized Designee Name/Title: \_\_\_\_\_

Authorized Designee Phone: \_\_\_\_\_

Authorized Designee Email: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Designee Name/Title: \_\_\_\_\_

Authorized Designee Phone: \_\_\_\_\_

Authorized Designee Email: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

## PART I. BUDGET AND SCOPE OF WORK

In consideration for the Grant Funds to be provided by IHPA, and subject to all terms and conditions in Part II below, the Grantee agrees to perform the Project described in this Part I (Scope of Work), which the Grantee represents and warrants is in all material respects true and accurate.

### Description of Project and Scope of Work

To develop a National Register nomination to recognize and preserve the Hulbert Subdivision through the creation of a historic district.

### Project Budget Detail

Item	Cost	Vendor	Quantity	Size	Additional Costs

Prior incurred costs from the beginning of the Grant Term, January 1, 2015, through the date of execution of this Agreement, will be allowed if all other terms of this Agreement are satisfied.

This grant project will provide a benefit to IHPA and the public by developing a National Register nomination to recognize and preserve the Hulbert Subdivision through the creation of a historic district..

## PART II. TERMS AND CONDITIONS

- 2.1. **AUTHORITY:** This Grant is federally funded through the Historic Preservation Fund Grants-In-Aid Program, CFDA #15.904, Department of the Interior, National Park Service, under the National Historic Preservation Act (16 U.S.C. 470 et seq.). This Grant is part of IHPA's CLG Grant Program, as mandated by the National Historic Preservation Act and authorized by the Outdoor Recreation Resources Act (20 ILCS 860/4a, 5a).
- 2.2. **PURPOSE, REPRESENTATIONS AND WARRANTIES:** The sole purpose of this grant is to fund expenditures during the Grant Term relating to the Grantee's performance of the Project as described in Part I. The Grantee represents and warrants that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain and maintain all permits, licenses or other governmental approvals necessary to perform the Project described in Part I.
- 2.3. **APPROVAL OF WORK:** Only work detailed in Part I is approved. Changes in the Scope of Work, timeline, products, or budget line items must have prior written approval of the Grantor. Grant Funds may not be expended for costs incurred in relation to any unapproved deviation.
- 2.4. **FUNDING; MATCHING:** **Funding: Federal Share: 70%; Matching Share: 30%**  
CLG Grants are awarded on a matching basis with the federal share being 70% and the local share being 30% for FY 2014. The local match represents that portion of the total project costs not borne by the federal government and that is supplied by the local sponsor or other non-federal third parties using cash or in-kind contributions (represented by goods, property, services, or any combination of these). Since the Historic Preservation Fund Grant funding assistance is provided through the reimbursement of eligible project costs, the local sponsor must have available the financial resources necessary to complete the total project.

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

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

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

Eligible matching costs include:

- Charges paid by the local sponsor as project costs during the project period;
- Project costs financed with cash contributed or donated to the local sponsor by other non-federal third parties, including other public agencies, institutions, and private organizations and individuals;
- Project costs represented by services and personal property, or use of these, contributed or donated by non-federal third parties during the project period.

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

- 2.5. PAYMENT PROVISIONS – REIMBURSEMENT; PRIOR INCURRED COSTS: Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Agency. Payment shall be initiated upon the Agency's approval of eligible costs and cash amount requested for reimbursement of those costs.

Reimbursement of costs incurred prior to the beginning date of the Grant Term will be allowed only if specifically provided for in the Part I, Scope of Work, as approved by IHPA. If not clearly identified in Part I, any costs incurred prior to this Agreement will be disallowed.

- 2.6. WORK RULES: Any work to be performed pursuant to this Agreement must be completed in accordance with the Secretary of the Interior's Standards and Guidelines for Rehabilitation or the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (copy available from the GMS); the grant proposal as approved by IHPA; and any plans and specifications which were submitted to and approved by IHPA.
- 2.7. COMPTROLLER FILING NOTICE: The Grantee expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal is required to be filed by IHPA with the State Comptroller.
- 2.8. GRANTEE'S DESIGNATED ADMINISTRATOR: Grantee shall notify Grantor in writing of the person(s) designated by the Grantee to administer the grant on behalf of the Grantee, sign required reports, and submit billings, and shall provide written notice of any changes in that designation. IHPA may submit all necessary notices and communications to this designated administrator.
- 2.9. IHPA PROGRAM MANAGER: All necessary and ordinary communications, submittals, approvals, requests and notices to IHPA related to the Project shall be submitted to IHPA's Program Manager:

Catherine O'Connor  
Illinois Historic Preservation Agency  
1 Old State Capitol  
Springfield, Illinois 62701  
Catherine.OConnor@illinois.gov



- 2.10. **AMENDMENTS**: Except for minor changes to work timeline, budget allocations, or Scope of Work, approved by IHPA, this Agreement may be amended only by a written document signed by both parties. If the Grantee determines that expenditures of grant funds will vary, it must submit a written request for approval by IHPA prior to incurring the revised costs. Grantee's failure to obtain written approval for anticipated budget revisions is a sufficient reason for IHPA to disallow any costs not included in the original project budget and require a refund from the Grantee.
- 2.11. **MODIFICATION BY OPERATION OF LAW**: This Agreement is subject to such modifications as IHPA determines may be required by changes in Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. IHPA shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.
- 2.12. **GRANT TERM; EXTENSIONS**: All costs charged to the grant must be incurred and the Scope of Work completed within the Grant Term. Deliverables must be provided as directed by IHPA. The Grantee must submit a written request to the Program Manager and receive prior written approval from the Illinois Historic Preservation Agency for any deviation from the grant term requirements. Extensions of the grant term will be granted only for good cause. Grantee's failure to adhere to the schedule set forth in Part II may be grounds for suspension or termination of this Agreement. Further, failure by the Grantee to comply with the terms and conditions outlined in Part II, or with any additional terms and conditions within the Agreement, may result in the Grantee being deemed ineligible by IHPA for future funding.
- Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et. seq.*), no grant term may extend beyond a two-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed in reimbursement of costs previously incurred by the grantee. No grant term may exceed the term of the Historic Preservation Fund grant for which IHPA has obligational authority.
- 2.13. **ASSIGNMENT OR SUBGRANTS**. If Grantee provides any portion of this funding to another entity through a grant agreement or contract, Grantee is considered to be a pass-through entity or subgrantor. Grantee must obtain written approval before it provides any portion of this funding to another entity through a grant agreement or contract. The benefits of this Agreement and the rights, duties and responsibilities of the Grantee under this Agreement may not be assigned (in whole or in part) except with the express written approval of IHPA.
- 2.14. **TIMELINE**: An approved timeline must be on file with the Illinois Historic Preservation Agency within 30 days of the date of this Agreement. The Grantee must meet the performance milestones and other due dates in the timeline regardless of the term of the contract.
- 2.15. **DURATION**: This Agreement shall become effective on the date of signature by the Illinois Historic Preservation Agency. It shall remain in force until 1) the grant term expires, 2) full completion of work and final payment, or 3) termination of the grant.
- 2.16. **PRODUCTS**: Both interim (draft) and final products must be approved by the Grantor. Those which do not conform to the terms and conditions of this grant agreement or which do not meet the Secretary of the Interior's Standards must be corrected within the grant term or the Grantee will not be reimbursed.
- 2.17. **COPYRIGHT, PATENTS, TRADEMARKS**: No work produced under this Agreement shall become in whole or in part the subject of any application for copyright, patent, or trademark. Products and reports produced under this Agreement shall become the property of the State of Illinois, including any rights that otherwise might be available to the Grantee under copyright, patent, and trademark laws. Grantee specifically agrees that the compensation provided for hereunder also includes such rights to the State.

2.18. AGENTS: All personnel necessary for performance of this Agreement shall be employed by or contracted with the Grantee. The Grantee and its personnel, employees and agents shall not be considered to be agents or employees of IHPA. IHPA and its employees, when acting pursuant to this Agreement, are acting as State officials in their official capacity and not personally or as the agents of others.

2.19. PUBLIC INFORMATION REQUIREMENTS: For the duration of the Agreement, the Grantee will prominently acknowledge the participation of IHPA in the Project in all press releases, publications and promotional materials presented to the media or otherwise dissemination published concerning the Project. The Grantee must provide IHPA with copies of any proposed press releases, publications and promotional materials not less than ten (10) days before these materials are disseminated. Grantee will submit copies of any press releases, publications and promotional materials to IHPA's Project Manager. All publications must have IHPA's prior written approval before publication. If IHPA's written approval is not given, all costs pertinent to the publication may be disallowed.

The Grantee will provide adequate advance notice pursuant to this section of promotional events such as open houses, dedications, or other planned publicity events; and will also coordinate in the planning of said events. Any materials or displays to be distributed in connection with the promotional event must be submitted to IHPA in advance of publication or dissemination and must prominently acknowledge IHPA's participation in the Project.

All publications of any type produced through this grant, including audio-visual materials, must bear the IHPA logo and acknowledgment. All meetings, publications and products must acknowledge Department of Interior, National Park Service grant support and include required Civil Rights, ADA, and Equal Rights language or bulletins per the instructions in the Historic Preservation Fund Grant Manual.

2.20. INDEMNIFICATION: The Grantee agrees to assume all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Grantee, its employees, agents, or subcontractors or subgrantees in the performance of this Agreement. Grantee shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property and shall, at the State's request and expense, furnish to the State reasonable assistance and cooperation including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

The Grantee shall, at its expense, defend the State against all claims asserted by any person that anything provided by Grantee infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the State in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement.

2.21. AGENCY REMEDIES: In addition to any remedies found elsewhere in this Agreement or at law, IHPA may elect any of the following remedies in the event this Agreement is terminated. Grantee must comply with IHPA's direction within 45 days following written notice or demand from IHPA.

- a. IHPA may direct the Grantee to refund all grant moneys disbursed to it under this Agreement;
- b. IHPA may direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased

with Grant Funds provided under this Agreement at its current fair market value, less selling expenses;

- c. IHPA may direct the Grantee to transfer ownership of equipment or material purchased with Grant Funds provided under this Agreement to IHPA or its designee.

2.22. **SUSPENSION**: If the Grantee fails to comply with the specific conditions and/or general terms and conditions of this Agreement, IHPA may, upon written notice to the Grantee, suspend this Agreement, withhold further payments and prohibit the Grantee from incurring additional obligations of Grant Funds, pending corrective action by the Grantee or a decision to terminate this Agreement. IHPA may determine to allow such necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension provided that IHPA agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement

2.23. **TERMINATION FOR CAUSE**: If the Agency determines that the Grantee has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or grant award executed by the Agency and the Grantee, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the grant, the Agency may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Agency shall notify the Grantee in writing of the reasons for the termination and the effective date of the termination. Grantee shall not incur any costs after the effective date of the termination. Payments made to the Grantee or recovery by the Agency shall be in accord with the legal rights and liabilities of the parties.

In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Grantee ineligible for consideration for future grants from the Agency for a period not to exceed two (2) years.

2.24. **TERMINATION FOR INSUFFICIENT FUNDS**: This Agreement may also be terminated in the event of insufficient appropriation or other reduction of funding sources for this grant. IHPA shall notify the Grantee of such a termination as soon as possible after discovering the funding issue. The parties may agree to a reduced grant amount and Scope of Work, but IHPA, at its sole discretion, shall determine whether funding is sufficient to continue its obligations under this Agreement. If no such agreement is reached, the Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of termination. The Grantee shall refund the balance of grant funds within 45 days of receiving notice of termination.

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

2.26. **ATTORNEYS FEES AND COSTS**: If IHPA is the prevailing party in any proceeding to enforce the terms of this Agreement, IHPA has the right to recover reasonable attorney fees, costs and expenses associated with recovering the Grant Funds.

2.27. **INTEGRATION AND SEVERABILITY**: This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings

between the parties other than what has been reduced to writing herein. If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement, which can be given effect without the invalid provision or application.

### **PART III. LAWS AND CERTIFICATIONS**

- 3.1. **LAWS OF THE UNITED STATES AND ILLINOIS:** This Agreement shall be governed by and construed in accordance with federal law and the laws of the State of Illinois, including but not limited to the National Historic Preservation Act (16 U.S.C. 470 et seq.), the Department of the Interior's Historic Preservation Fund Grants Manual, the Illinois Grant Funds Recovery Act (30 ILCS 705 et. seq.), the Grant Accountability and Transparency Act (30 ILCS 708), the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420), the Public Officer Prohibited Activities Act (50 ILCS 105) and the Illinois Governmental Ethics Act (5 ILCS 420). Applications, programmatic reports and other information obtained by IHPA under this Agreement are subject to the Freedom of Information Act (5 ILCS 140/1 et seq.).
- 3.2. **GRANT ACCOUNTABILITY AND TRANSPARENCY ACT (30 ILCS 708) AND GRANT FUNDS RECOVERY ACT (30 ILCS 705/1, ET SEQ.):** This Agreement is subject to all applicable provisions of the Grant Accountability and Transparency Act and the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Agency within 45 days following said expiration or termination. Notwithstanding any provision specified elsewhere in this Agreement regarding the treatment of interest earned on the Grant Funds, any interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Agency within 45 days following the expiration or termination of this Agreement.
- 3.3. **HISTORIC PRESERVATION FUND GRANTS MANUAL:** This Grant is subject to the Department of the Interior's rules as stated in the Secretary of Interior Historic Preservation Grants Manual. Applicants must be eligible for grant funds under the Department of Interior rules for Certified Local Governments, and the Grantee agrees to provide such information as IHPA may request to confirm eligibility (HPF Grants Manual, Ch. 9, Sec. K.5.).
- 3.4. **CERTIFICATIONS:** By signing this Agreement, the Grantee certifies, as a condition of this grant, that services, programs and activities conducted under this Agreement are, and will continue to be, in compliance with all relevant State, Federal and local laws and regulations, including each of the laws and contractual requirements listed below, which will be deemed to be included in this Agreement the same as though written herein in full. By signing this Agreement, Grantee also certifies that all information in the grant Agreement is true and correct to the best of the grantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the grant agreement; and that the award of grant funds is conditioned upon this certification. A letter of explanation for any area of non-compliance should be submitted prior to executing the Agreement. Except where expressly required by applicable laws and regulations, IHPA shall not be responsible for monitoring Grantee's compliance.
  1. *National Historic Preservation Act* (18 U.S.C. 1913), and the terms of the Historic Preservation Fund Grants-In-Aid Program, pursuant to the Historic Preservation Fund Grants Manual.
  2. *Illinois State Agency Historic Resources Preservation Act* (20 ILCS 3420/1 et seq.). Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Historic Preservation Agency.

3. *Americans with Disabilities Act* (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130), prohibiting discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in providing any aid, benefit or service.
4. *Educational Loan Default Act* (5 ILCS 385/3), prohibiting certain contracts to individuals who are in default on an educational loan.
5. *Non-Bribery*. Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).
6. *Bid Rigging/Rotating*. 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 Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).
7. *Drug Free Workplace Act* (30 ILCS 580/1). If the Grantee employs 25 or more employees and the amount of this grant is five thousand dollars (\$5,000.00) or more, the Grantee is notified that the Drug Free Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Grantee certifies that it will comply with the terms of said Act. If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.
8. *International Anti-Boycott* (30 ILCS 582). The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et seq.).
9. *Minorities, Females, and Persons with Disabilities Act and Illinois Human Rights Act* (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Scope of Work to be performed under this Agreement.
10. *Sexual Harassment*. The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to IHPA upon request.
11. *State of Illinois Discrimination Laws* (775 ILCS 5/1-101 et seq.). In carrying out the performance required under this Agreement, the Grantee shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights. The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action. The Grantee further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 et seq.)
12. *Equal Pay Act of 2003* (820 ILCS 112 et seq.). If the Grantee has four or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other

employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation

13. *Discriminatory Club Dues* (775 ILCS 25/1).
14. *Prevailing Wage Act* (820 ILCS 130/0.01 et seq.) .
15. *Interagency Wetlands Policy Act* (20 ILCS 830/1 et seq.).
16. *Single Audit Act of 1984*.
17. *Child Labor – Public Act 94-0264*. The Grantee certifies, in accordance with Public Act 94-0264, that no foreign-made equipment, materials, or supplies furnished to the State in connection with this Agreement have been produced in whole or in part by the labor of any child under the age of 12.
18. Grantee certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Grantee's services and obligations under this Agreement.
19. *Lobbying Restrictions*. Section 319 of Public Law 101-121 (31 U.S.C.A. 1352) regarding the certification and disclosure of lobbying activities with the Federal Government.
20. The Grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any Federal department or agency.
21. *Environmental Tobacco Smoke*. Public Law 103-227, Part C, requiring that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.
22. That no member of any governing body or any officer, agent or employee of the State, is employed by the Grantee or has a financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted under applicable statute, regulation or ordinance.
23. That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel: Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency; Have not within a three-year period preceding this Agreement been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property; and Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification.
24. Grantee certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify IHPA of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that IHPA is authorized to declare Grantee in default of this Agreement and suspend or terminate the Agreement.

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

- 3.5. ADDITIONAL REQUIREMENTS FOR HISTORIC BUILDING REHABILITATION AND RESTORATION PROJECTS: By signing this Agreement, the Grantee agrees that for a period of five years from the date of completion of the project, any and all improvements to the property must conform to the Secretary of the Interior's Standards and Guidelines for Rehabilitation or the Secretary of the Interior's Standards for Archaeology and Historic Preservation, regardless of the funding source for the improvement. If the grant exceeds \$25,000, the period is ten years.

The Grantee shall assume the cost of continued maintenance and repair of the property which is the subject of this agreement so as to preserve the architectural, historical or archaeological integrity of the same, and that no visual or structural changes will be made to the property without prior written permission of IHPA for a period of five years commencing at the completion of the project.

#### **PART IV. FINANCIAL, REPORTING AND AUDITS**

- 4.1. FUNDING: The Grantee is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law. Obligations of the State shall cease immediately if, in any fiscal year, the State of Illinois Legislature, the President, or the U.S. Congress fails to appropriate or otherwise make available funds for this contract. The State will use its best efforts to secure sufficient appropriations to cover this contract. The Grantee acknowledges that this is a one-time grant which obligates neither the grantor nor the State of Illinois to provide further funding for completion or continuation of projects or ongoing costs of any future undertakings incurred by the Grantee.
- 4.2. FINANCIAL RECORDS: The Grantee shall maintain an adequate accounting system and auditing procedures to provide effective accountability and control of property, funds, and assets sufficient to meet Grantee needs. If the Grantee receives federal funds as a result of this Agreement, they shall comply with the Single Audit Act of 1984 and, if required under the Act, will forward the most recent audit performed under the Single Audit Act of 1984 to the Historic Preservation Agency with this signed agreement.
- 4.3. CONTRACTING: The Grantee shall provide the Grantor with copies of requests for Proposals, Requests for Bids, or other requests for goods or services exceeding \$25,000 or for professional services exceeding \$20,000. A copy of the resulting agreement shall be retained as part of the permanent grant record. Selected professional contractors must meet the minimum qualifications in 36 CFR 61.
- 4.4. RETENTION OF RECORDS: The Grantee shall maintain and preserve for a period of five (5) years after the date of final payment to Grantee and during that period shall produce, upon request of the agency, all books, accounts, reports, files, data, electronic records, and other evidence pertaining to costs incurred by Grantee in connection with this agreement for the purposes of audit. The five year period begins after all payments, litigation, audits, and claims are closed. Records of durable property will be kept for five years beyond the final disposition date.
- 4.5. AUDIT: HPA reserves the right to require or conduct a Financial/Compliance Audit if it deems such action to be in the best interest of the State of Illinois.

- A. Standard Audit. If the Grantee is required to have a Standard Audit, the Grantee shall provide IHPA with a copy of such audit report, applicable management letters (SAS 115), and applicable SAS 114 letters (Auditor's Communication With Those Charged With Governance) within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to IHPA any year an audit is performed over the life of the grant. In lieu of providing a Standard Audit, the Grantee may submit a Grant-Specific Audit.
- B. Federal Requirements. If the Grantee is required to have an audit performed pursuant to the Single Audit Act of 1984, as amended in 1996 ("Single Audit Act") and by the Office of Management and Budget Circular A-133 ("OMB Circular A-133"), the Grantee shall provide IHPA with a copy of the audit report, applicable management letters (SAS 115), and applicable SAS 114 letters (Auditor's Communication With Those Charged With Governance), as provided for in the Single Audit Act and OMB Circular A-133, to IHPA within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to IHPA annually for the life of the grant. In accordance with the American Recovery and Reinvestment (ARRA) Act of 2009 Article 3, the audit report in the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) must separately identify all expenditures for federal awards including each subrecipient, the Federal Award number, CFDA number, and the amount of ARRA funds. Please refer to the ARRA Act Article 3 for further guidance. If no Single Audit is required of federally-funded Grantees, the Grantee is to provide IHPA with an annual letter stating a Single Audit was not required.
- C. Discretionary Audit. IHPA may, at any time, and at its discretion, request a Grant-Specific Audit or other audit, Management Letters (SAS 115) and SAS 114 Letters (Auditor's Communication With Those Charged With Governance) to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- D. Grant-Specific Audit. If the Grantee submits a Grant-Specific Audit either by requirement of the Agency or in place of a Standard Audit, the Grant-Specific Audit must meet the following requirements:

The audit must be completed at the end of the grant and cover the entire grant period.

The audit must include a Revenue (Receipt) and Expenditure Statement, which verifies budget amounts with actual amounts for this grant. The audit must also include a compliance component which covers, at a minimum, the following items:

- Confirmation that the Grantee completed the activities described in the Scope of Work (Part II) within the grant term;
- Confirmation that the Grantee obtained prior written approvals from the Agency for material changes from the performance of the activities described in the Scope of Work (Part II);
- Confirmation that the Grantee expended grant funds within the grant period;
- Confirmation that the Grantee adhered to the grant budget (Part I) or if not variances must be identified;
- Confirmation that the Grantee obtained prior written approvals from the Agency for any material variances in its expenditure of grant funds;
- Confirmation that the Grantee adequately accounted for the receipts and expenditures of grant funds;
- Confirmation, if applicable, that the Grantee returned grant funds and interest to the Agency in accordance with the provisions of the Grant Agreement; and



- Confirmation that the amounts reported in the Grantee's Final Financial Status Report are traceable to its general ledger and accounting records.

E. Audit Performance All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards.

F. Audit Submission The Grantee shall electronically send all audit reports and related deliverables to the Agency at the following address:

Catherine\_OConnor@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Agency electronically, the information shall be sent to the Agency at the following address:

Illinois Historic Preservation Agency  
CLG Grant Program  
1 Old State Capitol  
Springfield, IL 62701

4.6. MONITORING: The grant will be monitored for compliance in accordance with the terms and conditions of the Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that IHPA promulgates or implements. The Grantee must permit any agent authorized by IHPA, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records, either in hard copy or electronic, of the Grantee involving transactions relating to this grant.

4.7. PROGRESS REPORTING: The Grantor must submit quarterly Progress Reports on forms provided in the IHPA FY15 Guidelines by the 10<sup>th</sup> of the month immediately following the previous quarter. Survey grants have additional monthly reporting requirements.

4.8. COMPLETION: In addition to any other reporting requirements specified in this Agreement, the Grantee shall complete and submit a Completion Report on forms provided in the IHPA FY15 Guidelines within thirty (30) days from the earlier of the Grant Period end date, the end of the project, or the effective date of termination of this Agreement. Completion Reports have two parts: a Narrative and a Fiscal Report. The required content is described further in the IHPA FY15 Guidelines.

All completion reports must be accompanied by a Narrative and additional information and deliverables. The Narrative may be substantially similar to portions of a survey or other historical document produced under the grant but must be compiled with the fiscal information as a separate submission. The purpose of the Narrative is to create a record for future stewards of historic preservation. It need not be extensive but should include, at a minimum, the following information:

- A complete description of the project components. For construction projects, include clear, labeled photographs of the completed project.
- An assessment of the degree of success achieved by the project.
- A description of all promotional and publicity activities involved in the project. This should include copies of all newspaper articles, handouts, news releases, etc.
- Resumes relating relevant experience for principal individuals or firms engaged in the project.
- At least two copies of any publications, including brochures, guidebooks, newsletters, planning documents, videotapes, or any other items prepared for distribution or implementation as local policy.
- A discussion of the problems that were encountered in the implementation of the project and how problems were resolved.

Completion Reports should include descriptions of all special techniques or preservation procedures that have proven satisfactory or unsatisfactory. Such information will be made available to other participants with similar projects. Similarly, grantees should maintain a running log of project work, including a record of significant findings. Logs provide research sources and restoration data and simplify preparation of Completion Reports, and may be copied and submitted as part of the Quarterly Reports or the Completion Reports.

The Grantee must also provide a fiscal report on the expenditure of Grant Funds provided by the State, and if applicable, the Grantee's required matching funds, including a Funding Summary (Planned vs. Actual), and information about Donor (individual, government, etc.), Source (private funds, state funds, city funds), Kind (cash, donated), and amount of other funds applied during the project period.

The Grantee is responsible for taking the necessary steps to correct any deficiencies disclosed by such completion report, including such action as IHPA, based on its review of the report, may direct. Final requests for financial reimbursement will not be processed unless accompanied by a Completion Report that is approved by IHPA. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, *et seq.*, the Grantee must, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement, refund to IHPA, any balance of Grant Funds paid to the Grantee but not spent or not obligated as of said date.