



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

JB Pritzker, Governor
Colleen Callahan, Director

FAX (217) 524-7525

Cook County

Chicago

**Exterior and Interior Rehabilitation, New Construction of Archives Building, National Museum of Puerto Rican Arts & Culture
3015 W. Division St.
IDNR-2103692
SHPO Log #007092320**

November 5, 2020

Dawn Cobb

**Illinois Department of Natural Resources
One Natural Resources Way
Springfield, IL 62702-1271**

Dear Ms. Cobb:

We have reviewed the information provided for the above referenced project. This property is within Humboldt Park, which was listed on the National Register of Historic Places on February 24, 1992.

In our opinion the project meets the Secretary of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" provided that the following condition is met:

- 1. Site plans, buildings plans, and elevations of the new buildings must be submitted to this office for review and comment as they are developed. The new building's design and materials must be compatible with the historic character of Humboldt Park. The proposed location of the new building is approved.**

Revising the project to meet these conditions and carrying out the project as revised evidences compliance with the Illinois State Agency Historic Resources Preservation Act.

If you have any questions, please call 217/782-4836.

Sincerely,

**Robert F. Appleman
Deputy State Historic
Preservation Officer**

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

RECEIVED

MAY 29 2020

Date Received by State: _____ Time Received by State: _____

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

Dept. of Natural Resources
Grant Management & Assistance

5. Catalog of State Financial Assistance (CSFA) Number: [REDACTED]

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: 2020.MUSEUM

12. Funding Opportunity Title: FY20 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):

National Museum of Puerto Rican Arts & Culture

National Museum of Puerto Rican Arts & Culture

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

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

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

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

21. Business Address:

Street: 3015 W Division

City: Chicago

State: IL

County: USA

Zip+4: 60622-2739

Applicant's Organization Unit

22. Department Name: General + Administrative

23. Division Name:

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

24. First Name: Billy

25. Last Name: Ocasio

26. Suffix:

27. Title: CEO

28. Organizational Affiliation:

29. Telephone Number: 773-551-5581

30. Fax Number:

31. E-mail Address: billyo@nmprac.org

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

32. First Name: Mike

33. Last Name: Claudio

34. Suffix:

35. Title: Director of Finance

36. Organizational Affiliation:

37. Telephone Number: 773-486-8345

38. Fax Number:

39. E-mail Address: mikec@nmprac.org

Areas Affected

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

Chicago, Cook, Illinois

41. Legislative and Congressional Districts of Applicant:

Congressional District #4

42. Legislative and Congressional Districts of Program/Project:

Congressional District #4

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):

National Museum of Puerto Rican Arts & Culture

44. Proposed Project Term:

Start Date: April 1, 2020

End Date: March 31, 2022

45. Estimated Funding (include all that apply):

☒ Amount Requested from the State:

\$750,000

☐ 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: Billy 47. Last Name: Ocasio 48. Suffix:

49. Title: CEO

50. Telephone Number: 773-551-5581 51. Fax Number:

52. E-mail Address: billyo@nmprac.org

05/25/2020

53. Signature of Authorized Representative:

Date Signed - Authorized Representative:



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Natural Resources

Organization Name: National Museum of Puerto Rican Arts & Culture

Notice of Funding
Opportunity (NOFO) Number: FY2021PARC

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

Catalog of State Financial Assistance (CSFA) Number:

CSFA Short Description: Park & Recreation Facility Construction Act Grant (PARC)

Section A: State of Illinois Funds

Fiscal Year: 01/01/2020

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	750,000.00
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	\$	70,000.00
8. Construction		\$	680,000.00
9. Occupancy (Rent and Utilities)	200.485	\$	
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	\$	750,000.00
17. Total Indirect Costs	200.414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	750,000.00

Instructions
found at end of
document.



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
HVAC	Upgrade and extend HVAC system	\$45,000.00	Add Delete
Exterior Building Improvements	Exterior improvements and enhancements	\$45,000.00	Add Delete
Data infrastructure	Improve telecommunications throughout building	\$50,000.00	Add Delete
Archive and Collection Space	Store Museum's permanent collection and loans	\$400,000.00	Add Delete
Flood Control System/Basement Improvement	Install flood control system and enhance basement	\$70,000.00	Add Delete
Parking Lot	Add additional parking spaces and beautification	\$70,000.00	Add Delete
			Add Delete
State Total		\$680,000.00	
			Add Delete
Non-State Total			
Total Construction		\$680,000.00	

Construction Narrative (State):

Collectively, the proposed building projects will strengthen NMPRAC's foundation and increase its capacity to provide access and understanding of Puerto Rican culture.

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

14). Other or Miscellaneous Costs

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

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Other or Miscellaneous Costs						

Other or Miscellaneous Costs Narrative (State):

DNR Award Fee

Other or Miscellaneous Costs 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)	\$70,000.00		\$70,000.00
8. Construction	\$680,000.00		\$680,000.00
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$750,000.00		
Non-State Amount			
TOTAL PROJECT COSTS			\$750,000.00

1.) PUBLIC MUSEUM INFORMATION

Museum Name:	National Museum of Puerto Rican Arts & Culture
Project Title:	National Museum of Puerto Rican Arts & Culture
Address at Project Site:	3015 W Division Street Chicago, IL 60622
Museum Web Site Address:	www.nmprac.org
Year Est:	2000

IL Senate Dist. #:	2	County:	Cook
IL House Dist. #:	4	Township:	Jefferson Township
U.S. Congressional District #:	4		

2.) CONTACT INFORMATION – PUBLIC MUSEUM

PUBLIC MUSEUM CEO		PUBLIC MUSEUM DESIGNATED CONTACT	
Name & Title:	Billy Ocasio, CEO	Name & Title:	Billy Ocasio, CEO
Address:	3015 W Division Street Chicago, IL 60622	Address:	3015 W Division Street Chicago, IL 60622
Phone #	(773)551-5581	Phone #	(773)551-5581
Fax #:		Fax #:	
Email address:	billyo@nmprac.org	Email address:	billyo@nmprac.org

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

Organization:		CEO Name & Title:	
Address:		Fax #:	
Phone:		Email address:	

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

<p>Project Description:</p> <p>The Public Museum Capital Grant funding will support projects necessary for NMPRAC to reach its full potential. Projects involving the exterior of the museum building include enhancing curb appeal by making improvements to the museum parking lot and exterior adjustments to the building. NMPRAC will also increase the museum's archival capacity with the installation of a 1,500sf structure on the museum property to receive and store collections according to established standards and best practices. Interior projects include improving flood control and upgrading the museum's Humidity/HVAC system. NMPRAC will also improve communications in the Museum with wired data infrastructure and enhancing internet availability in all areas.</p>
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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:**

NMPRAC has a 99-year lease with the Chicago Park District.

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):

Per Agreement, Section 13 Term: Termination

"(a) NMPRAC shall have a 99-year lease for the Museum Site, so long as NMPRAC satisfies the terms and conditions of this Lease, including utilizing the Museum Site for the purposes stated in Section 2 of this Lease."

Provide the dates that the term of the lease agreement is in effect:

May 12, 2016

What, if any, causes for early termination are in the agreement?

NMPRAC agrees to operate at no cost or expense to the Park District, for the sole and limited purpose of offering a diverse arts program that is reflective of the Puerto Rican community.

6.) PROJECT COSTS:

Construction Costs \$ 695,500.00

A/E Design Fees \$ 46,500.00

Archaeological Survey Costs \$ 0.00

CPA Report Costs \$ 8,000.00

TOTAL PROJECT COSTS: \$ 750,000.00

PUBLIC MUSEUM MATCH \$ 0.00

(total must be rounded down to the nearest \$100)

GRANT FUNDS REQUESTED: \$ 750,000.00

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: 2019 = 36,781

Explain how it is calculated (documentation required): NMPRAC offers free admission year-round and tracks attendance through required visitor-sign sheets, which is then transferred to a digital file.

- 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: \$ 0.00

Total Grant Funds Requested (cannot exceed \$750,000): \$ 750,000.00

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]
N/A		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
		<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

List any other grant program/funds, including IDNR grants, involved in the proposed project, previous or anticipated. If IDN 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. 10am-5pm, Sat. 10am-2pm

If the public museum is open less than 1,000 hours per year, indicate the approximate number of hours: N/A

Specify the public museum's annual operating expenditures: \$ 839,974

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?

NMPRAC's operations will grow, however, the museum plans to sustain the larger operational costs with money saved from the improvements to the building. NMPRAC will save on repeated service expenses as a result of the outdated HVAC system. Upgrading our infrastructure will increase efficiency, and reduce operating and repair costs. The need to replace or repair equipment damaged by seasonal flooding events will also help sustain the overall operational cost. NMPRAC's new on-site archival building will save additional funds by eliminating the need of leasing an off-site storage facility and increase our capacity to display exhibits from our own stored collections.

Provide the Cost Ratio per Visitor vs. Operational Dollars: \$ 22.84

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

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.

Billy Ocasio, CEO, National Museum of Puerto Rican Arts & Culture

Provide the Mission Statement of the public museum:

The National Museum of Puerto Rican Arts and Culture (NMPRAC) is devoted to the promotion, integration and advancement of Puerto Rican arts and culture, presenting exhibitions and programming created to enhance the visibility and importance of the rich Puerto Rican arts tradition.

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 National Museum of Puerto Rican Arts & Culture is the only Puerto Rican museum in the country that offers a variety of quality community arts and cultural programming, including visual art exhibitions, educational programming, hands-on art workshops and free-guided tours. Each exhibit presents original artwork created by Puerto Rican artists living in Chicago or throughout the Diaspora. Depending on the nature of the exhibition, showcased objects have taken many different forms of art, including painting, sculpture, photography, mixed media, print work, posters, books, articles, and more. These artistic objects are used to feature a wide spectrum of traditional and contemporary Puerto Rican arts that commemorate the past and open dialogue about what it means to be Puerto Rican in the 21st century.

Describe the public museum's collections:

NMPRAC's collection consists of original artworks that reflect on different aspects of Puerto Rican arts, culture, and history. The museum has decided to keep the collection relatively small until it has an appropriate storage area that meets national standards for best practices. At the moment, NMPRAC's collection holds about 200 items that range from posters, prints, photographs, paintings, mixed media, pottery, and several sculptures. The proposed project will allow the museum to expand and grow its collection by establishing an archival space that can accommodate increased capacity, maintain climate-controls and provide proper lighting.

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

Resolution of Authorization

Public Museum Name: National Museum of Puerto Rican Arts and Culture

Fiscal Sponsor (if applicable): _____

Project Title: National Museum of Puerto Rican Arts and Culture

Name of entity that holds title to the project site: Chicago Park District

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

As the official duly designated to represent the public museum, I do hereby certify that the information presented in this grant application is true and correct. I do further certify that the project, if approved for funding through the Illinois Public Museum Capital Grants Program, will comply with all terms, conditions and regulations of 1) the Public Museum Capital Grant program (23 IL Adm. Code 3200); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.); 4) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 5) the Age Discrimination Act of 1975 (P.L. 94-135); 6) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 7) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility; and in the Project Agreement and that the public museum:

- a) Is a public museum that has been open to the public, for its instruction and enjoyment, for at least two years;
- b) Is located upon land owned by and/or operated by a unit of local government;
- c) Is an organized, permanent institution that is tax exempt under the regulations of the U.S. Internal Revenue Service;
- d) Meets generally accepted professional standards and/or is accredited in one of the following types of programs: American Alliance of Museums, American Association for State and Local History; Association of Zoos and Aquariums, American Public Gardens Association, and other appropriate organizations;
- e) Has a paid professional staff who commands an appropriate body of knowledge on presented subject matter;
- f) Cares for and owns or utilizes tangible objects;
- g) Is open to the public on a regular schedule and regularly collects attendance data and maintains sufficient records such that the attendance numbers can be audited;
- h) Presents regularly scheduled programs and exhibits that use and interpret objects for the public according to accepted standards;
- i) Has filed timely reports and complied with requirements for previous grant awards; and
- j) Can provide matching funds of the following amount. Check one:

☒ no matching funds are required for a public museum with an attendance of **300,000 or less** during the preceding calendar year; or

☐ \$1 of matching funds for each \$1 of State money for a public museum with an attendance of **over 300,000 but less than 600,000** during the preceding calendar year; or

☐ \$2 matching funds for each \$1 of State money for a public museum with an attendance of **600,000 or more** during the preceding calendar year.

Resolution of Authorization

The National Museum of Puerto Rican Arts & Culture hereby certifies and acknowledges that it has 100% of the funds necessary to complete the pending Public Museum Capital project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local priorities is sufficient cause for project grant termination which will also result in the ineligibility of the public museum for subsequent grant assistance from the IDNR programs in the next two (2) consecutive grant cycles following project termination.

It is understood that the project should be completed within the timeframe established in the project agreement and the reimbursement request must be submitted within one year of the expiration date. Failure to do so will result in the public museum forfeiting all project reimbursements and relieves the Illinois Department of Natural Resources from further payment obligation on the grant.

Any grant funds expended by the fiscal sponsor on behalf of this public museum, the chief executive officer of the public museum hereby certifies:

- 1) that there is an ongoing relationship between the public museum and the fiscal sponsor;
- 2) that the fiscal sponsor may incur expenses for the public museum's project; and
- 3) that the fiscal sponsor may pay for incurred expenses for the public museum's project;
- 4) that grant funds will be used specifically for the public museum's project; and
- 5) that grant funds received by the public museum for reimbursement of IDNR approved expenses will be submitted to the fiscal sponsor for settlement of paid expenses.

The public museum does further certify that there is an ongoing relationship between the museum and the fiscal sponsor; that the fiscal sponsor may incur expenses for the museum's project; and that grant funds will be used specifically for the public museum's project.

The public museum does hereby further certify that it will indemnify, protect and hold harmless the State of Illinois, Department of Natural Resources and its representatives from any and all liabilities, costs, damages or claims arising as a direct or indirect result of the actions and/or omissions of public museum or its representatives in the construction, operation or maintenance of the above referenced project, and that the proposed facility will be operated and maintained in an attractive and safe manner, and open and available to the public without regard to race, color, sex, national origin, age, disability or place of residence in accordance with #23 IL Adm. Code 3200.

This Statement was duly acted upon and adopted by the public museum on the 28 day of May, 2020.

Public Museum Chief Executive Officer: Billy Ocasio - CEO

Print Name

Title

Organization Name: National Museum of Puerto Rican Arts & Culture

Signature of Public Museum Chief Executive Officer: 

Resolution of Authorization

The fiscal sponsor agrees to the statements on MC/DOC-2 page 2 and will perform the following fiscal duties for the public museum:

The fiscal sponsor is an affiliated entity that may expend funds on behalf of this public museum for which this public museum will request reimbursement. The fiscal sponsor assumes legal accountability, fiduciary oversight, fiscal management and other administrative services of this public museum for the purposes of this grant. Any grant funds expended by the fiscal sponsor on behalf of this public museum, the chief executive officer of the public museum must sign a statement certifying:

- 1) that there is an ongoing relationship between the public museum and the fiscal sponsor;
- 2) that the fiscal sponsor may incur expenses for the public museum's project; and
- 3) that the fiscal sponsor may pay for incurred expenses for the public museum's project;
- 4) that grant funds will be used specifically for the public museum's project; and
- 5) that grant funds received by the public museum for reimbursement of IDNR approved expenses will be submitted to the fiscal sponsor for settlement of paid expenses.

N/A

Fiscal Sponsor Chief Executive Officer:

Print Name

Title

Organization:

Signature of Fiscal Sponsor Chief Executive Officer:

Instructions: Limit three, single spaced printed pages, minimum font size 11 point.

1. Specifically describe how the grant funds will be used including identifying if they are only a component of a larger project.

If granted, NMPRAC will use the capital grants funds to complete the following projects in order to improve museum operations:

1. Increase archival capacity by installing an on-site structure to properly house museum collections.
2. Enhance curb appeal by making exterior improvements, such as replacing the building's current paint with paint that is better for long-term preservation and reinforcing the windows to be more energy efficient.
3. Improve the museum parking facility by expanding to create more spaces, re-stripping to improve traffic flow and beautifying the area, as per city code requirements for parking lots.
4. Upgrading the Museum's flood control system.
5. Improving communications in the Museum with wired data infrastructure and enhancing internet availability in all areas.
6. Upgrade Humidity/HVAC system to maintain comfortable temperature for staff, museum guests and climate controls required to ensure preservation of artwork.

2. If the grant funds are to fund a component of a larger project, clearly describe the project as a whole. If this is not the case, please answer with "N/A."

N/A

3. Describe the museum's capital long-range planning process and the level of planning that has been undertaken for the proposed project.

Being that NMPRAC is located in a historic landmark built in 1895, it is imperative that we maintain and enhance the integrity of the current structure while still making necessary additions to extend our footprint, which in a later phase will establish an outdoor entertainment stage similar to Ravinia. NMPRAC has created a National Advisory Council, an international group of individuals who advise the Museum's CEO and Board of Directors and also help raise necessary funds to expand programming and the museum facility. Installing an onsite archive building that meets professional standards will enable NMPRAC the ability to store collections from struggling institutions with similar missions, which falls in line with our vision to be the premiere organization that both influences and connects diasporic arts, culture, and history to evolving generations. As the only Puerto Rican museum in the country, it is NMPRAC's responsibility to receive and protect collections from Puerto Rican institutions in times of crisis.

4. Describe how the overall project will improve the public museum's ability to meet its mission, enhance the experience of existing audiences, and expand its audiences, including reaching diverse and under-served groups.

The proposed capital projects will strengthen NMPRAC's foundation and help further our mission. Establishing an on-site archive space will enable NMPRAC to increase public access to Puerto Rican materials, which will attract existing audiences who have never before seen the Museum's collections and new audiences interested in using the museum's collections for conducting research. NMPRAC will also improve communications in the Museum with wired data infrastructure and enhancing internet availability in all areas. It will also allow the Museum to build new partnerships and collaborations since we will have the ability to professionally house collections and exhibitions on loan from other institutions, which will further the practice of NMPRAC's mission. The facility upgrades and extensions will save the museum operating fees for frequent maintenance, which can be used for educational programming. Enhancing NMPRAC's curb appeal and the ability to maintain a comfortable environment throughout the Museum will attract new audiences, improve visitor experiences, and most importantly, ensure the preservation of all artwork and collections.

5. Describe the level of community support for this project. Include documentation in Attachment 8.

Over the years, NMPRAC has gained considerable support from community members, business leaders, and other local organizations. We continue to attract a great diversity of visitors, artists and community residents as the cultural anchor in Humboldt Park while providing further momentum for economic growth and development. NMPRAC has received direct support from organizations like the American Alliance of Museums, Association of Midwest Museums, Illinois Association of Museums, Instituto de Cultura Puertorriqueña, Museo de Arte de Puerto Rico, Museo de Arte de Contemporáneo de Puerto Rico, Taller Puertorriqueña in Philadelphia, Hispanic Federation in New York, the City of Chicago's Museums in the Park, The Puerto Rican Agenda, Puerto Rican Cultural Center, Norwegian American Hospital, Chicago Architecture Biennial, Chicago Cultural Alliance, Hispanic Housing Development Corporation, Division Street Business Development, and others.

6. Describe how the project will meet community needs as it relates to question 5 above.

NMPRAC will be in a better position to offer services that are beneficial to many of the organizations who have shown the museum support throughout the years, as well as local members of the community. Increasing archival capacity will transform NMPRAC into a more professional institution that meets all requirements for accreditation through the AAM and will help us complete the last step of the process. Installing the archive facility will allow NMPRAC to receive and borrow AAM-approved collections and exhibitions from other museums and increase our capacity to properly house and maintain these materials, which will allow us to build more partnerships. We will also be able to relieve museums and art organizations in Puerto Rico during times of crisis. Upgrading HVAC and being able to maintain climate controls will make the museum more comfortable for organizations renting out the space, and more importantly, will provide the proper climate controls needed for preservation of artwork and collections. Being the only Puerto Rican museum in the country, it is our duty to ensure that all materials owned and borrowed are cared for according to AAM standards.

8. Describe the public museum's ability to complete the project successfully including the availability of adequate financial resources, recognizing that the grant funds are distributed on a reimbursement basis.

NMPRAC has demonstrated previous project success in completing all renovation and rehabilitation of the historic Humboldt Park Stables in the past; turning it into the thriving museum it is today. Currently, NMPRAC has a line of credit with the Belmont Bank strictly for use on the specific projects mentioned above. We also have a positive working relationship with the Chicago Community Loan Fund whose support is waiting on the approval of this capital proposal.

Project Title: National Museum of Puerto Rican Arts and Culture
Name of entity whose written procurement guidelines
will be followed: Chicago Park District

- 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.

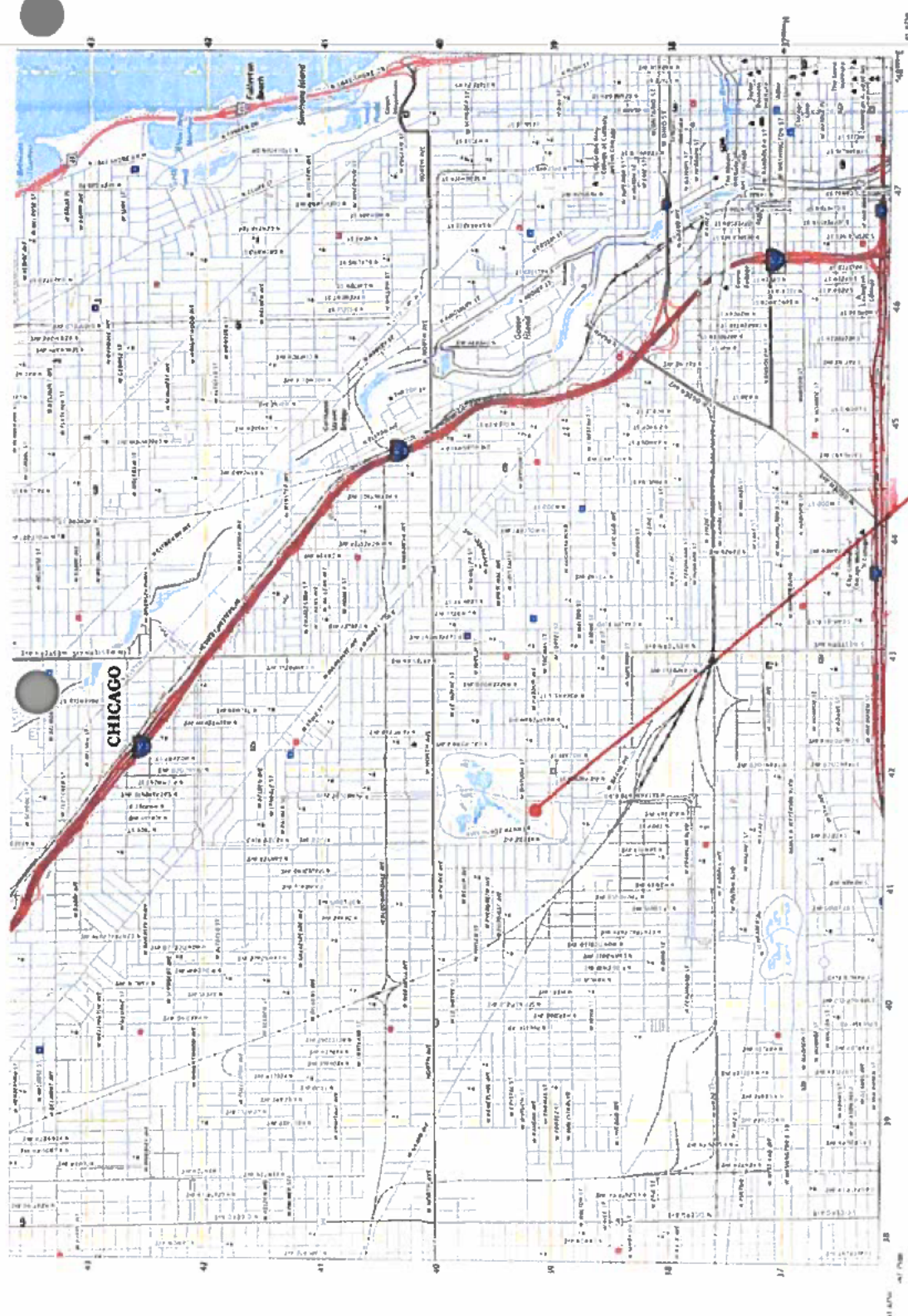
Project Components (Itemized)	Cost Estimate Incurred by Public Museum Grant Funds	Cost Estimate Incurred by Grantee/Fiscal Agent (Match)	Construction Method **
Archive	\$470,000.00		
HVAC	\$45,000.00		
Exterior Improvements	\$40,000.00		
Data Infrastructure	\$50,000.00		
Flood Control	\$70,000.00		
Parking Lot	\$70,000.00		
DNR Application Fee	\$5,000.00		
(Round to the nearest \$100) TOTAL	\$ 750,000.00	\$	

(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.**)

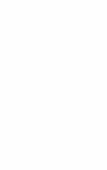
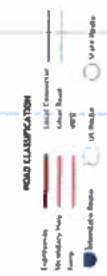
If applicable, identify architectural/engineering firm or firms to be used in completing project:

NATIONAL MUSEUM OF PUERTO RICAN ARTS & CULTURE
Estimated Project Development Costs

Project Components	Cost Estimate Incurred by Museum
Archive	\$470,000
HVAC	\$45,000
Exterior Improvements	\$40,000
Data Infrastructure	\$50,000
Flood Control	\$70,000
Parking Lot	\$70,000
DNR Application Fee	\$5,000
Total	\$750,000



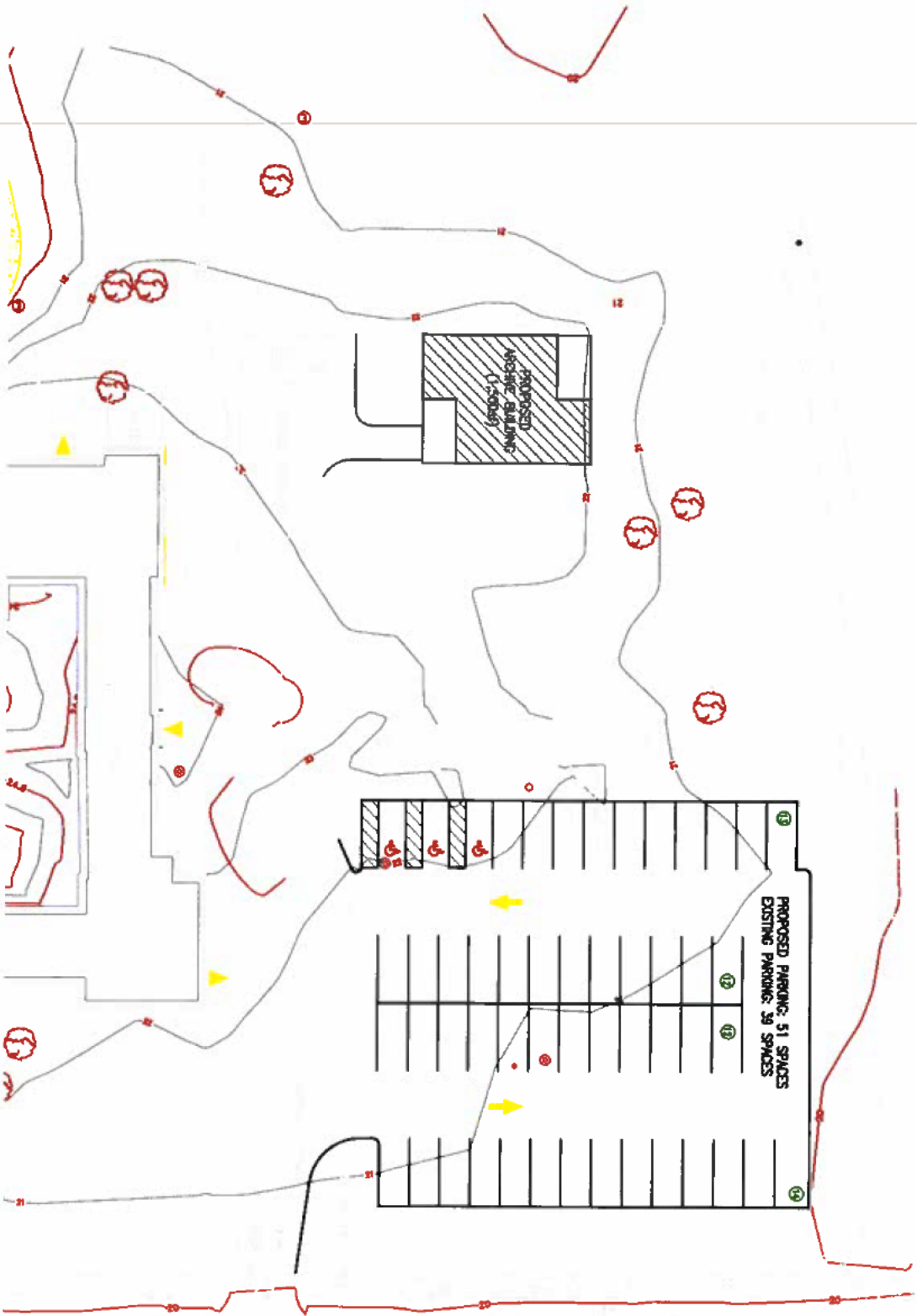
BUILDING LOCATION



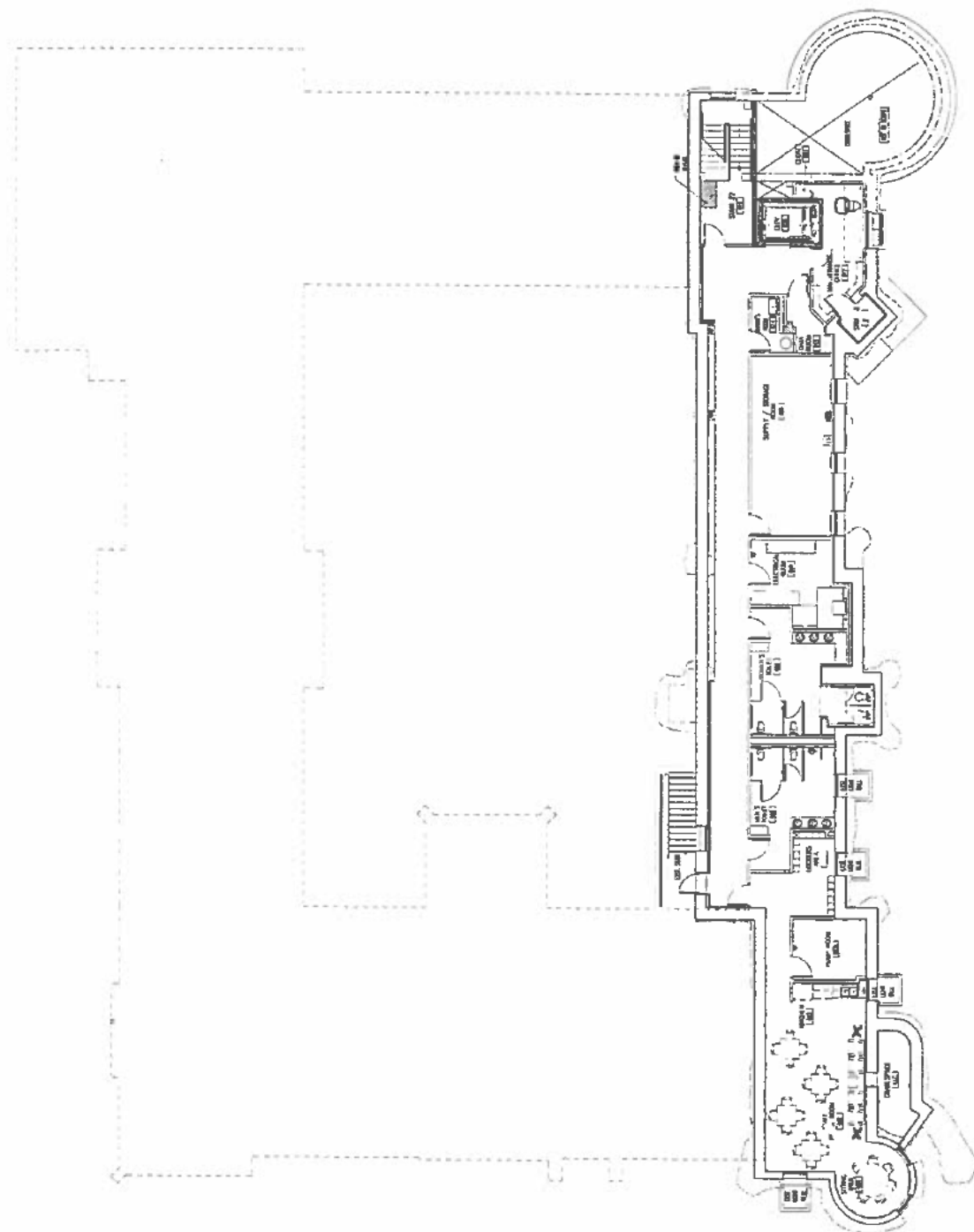
CHICAGO LOOP, IL



CONCEPTUAL DEVELOPMENT PLAN

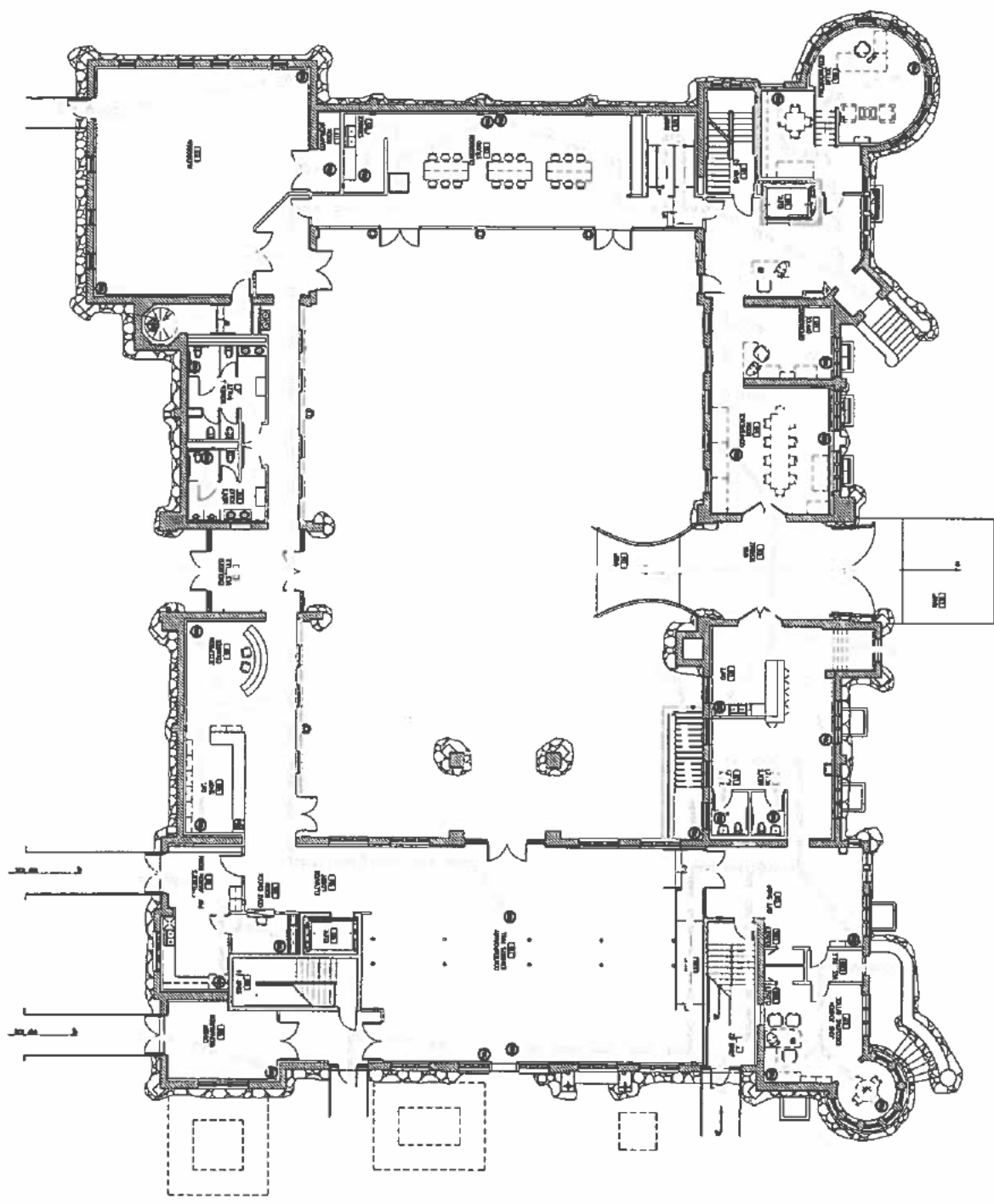


WEST DIVISION STREET

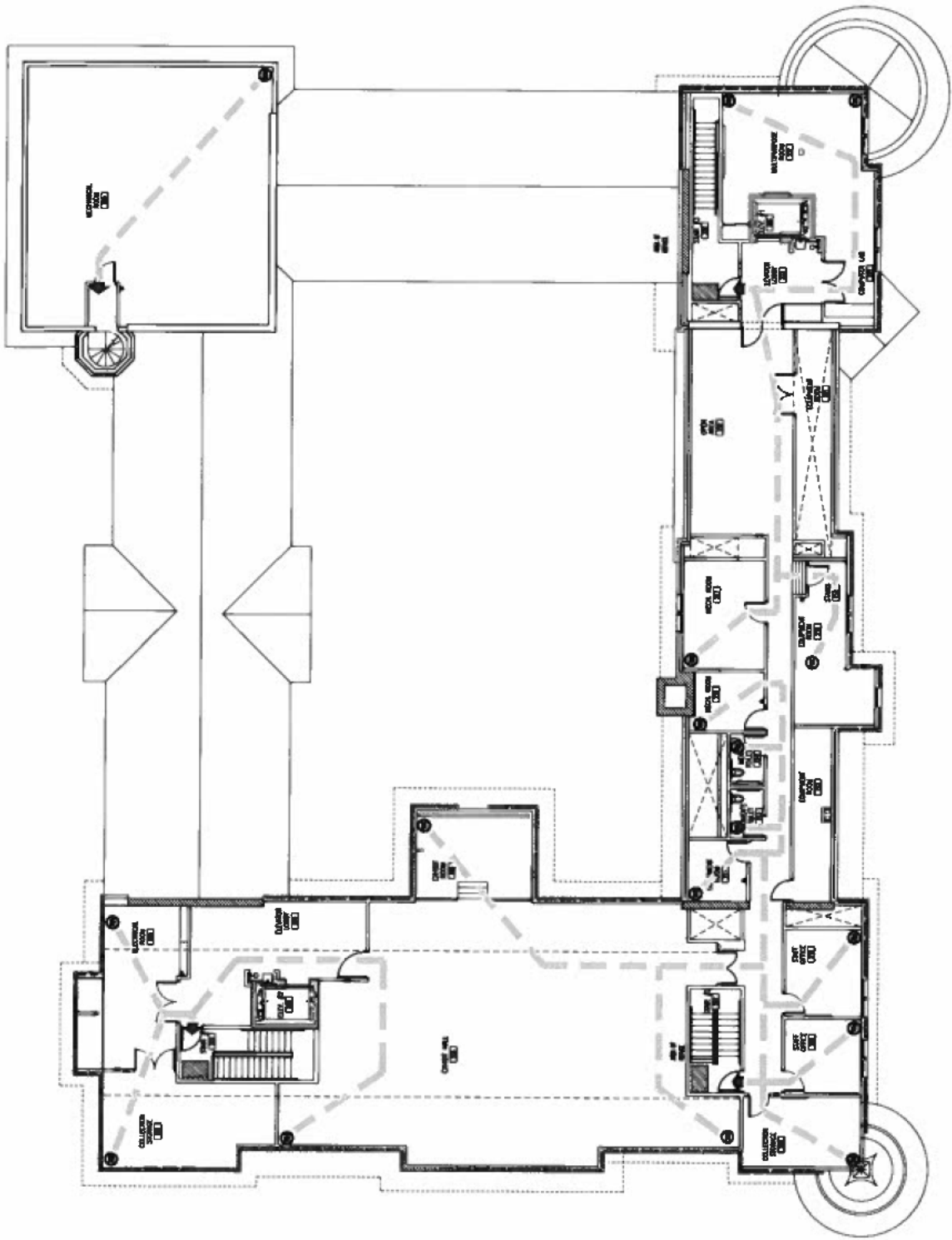


NATIONAL MUSEUM OF
PUERTO RICAN ARTS & CULTURE
BASEMENT SAFETY FLOOR PLAN
SCALE: 1/8" = 1'-0"





NATIONAL MUSEUM OF
PUERTO RICAN ARTS & CULTURE
FIRST SAFETY FLOOR PLAN
SCALE 1/8" = 1'-0"



NATIONAL MUSEUM OF
 PUERTO RICAN ARTS & CULTURE
 SECOND FLOOR SAFETY PLAN
 1
 SCALE 1/8" = 1'-0"
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GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
AND
National Museum of Puerto Rican Arts & Culture

The Illinois Department of Natural Resources (Grantor), with its principal office at
One Natural Resources Way, Springfield, IL 62702-1271
and Natural Museum of Puerto Rican Arts & Culture (Grantee), with its principal office at
3015 W. Division Chicago, IL. 60622
and payment address (if different than principal office) at _____
hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties"
or individually as a "Party."

PART ONE – THE UNIFORM TERMS

RECITALS

WHEREAS, 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 _____ is Grantee's correct DUNS number, that _____ is Grantee's correct UEI, if applicable, that _____ 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 checked="" 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 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 \$750,000.00 of which \$ _____ 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 Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A.
 The Catalog of State Financial Assistance (CSFA) Number is MC 20-347
 The State Award Identification Number is MC 20-347

1.4 **Term.** This Agreement shall be effective Upon full execution and shall expire 2 years from execution 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

Natural Museum of Puerto Rican Arts & Culture

By: [Signature]

By: [Signature]

Signature of Director of IDNR

Signature of Authorized Representative

By: [Signature]

Date: 12/18/20

Signature of Designee

Printed Name: Billy Dario

Printed Title: CEO

Date: 5-12-21

E-mail: billyd@nmprac.org

Printed Name: Colleen Callahan

Printed Title:

Designee

By: [Signature]

Signature of Chief Financial Officer

Date: 5-10-2021

Printed Name: Brad Colantino

By: [Signature]

Signature of Chief Counsel

Date: 5/7/2021

Printed Name: Renee Snow

APPROVED FOR EXECUTION

Date: 5/7/2021

Legal Counsel: [Signature]

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

- (a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.
- (d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

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

2.5 Compliance with Registration Requirements. Grantee shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FAIN” means the Federal Award Identification Number.

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

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

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

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

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

“GOMB” means the Illinois Governor’s Office of Management and Budget.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the state of Illinois.

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

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

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

ARTICLE IV PAYMENT

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

4.2 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000. 440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

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

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

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

4.6 Interest.

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

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

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any further 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 III. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 III. Admin. Code 7000.420(d)

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

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

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

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

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

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILSCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

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

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

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

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

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9 **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

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

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

ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

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

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

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333, or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

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

13.2 Close-out Reports.

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

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

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

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

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

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

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

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

ARTICLE XV AUDIT REQUIREMENTS

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

15.2 Consolidated Year-End Financial Reports.

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

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

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

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

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

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

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

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

15.3 Entities That Are Not "For-Profit".

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

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

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

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends in excess of \$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

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) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

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

- (i) Pursuant to a funding failure under Paragraph 4.1;
- (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;
- (iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or
- (iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

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

16.3 Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

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

16.5 Effects of Suspension and Termination.

- (a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.
 - (b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination and shall cancel as many outstanding obligations as possible.
 - (c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:
 - (i) Grantor expressly authorizes them in the notice of suspension or termination;
- and
- (ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

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

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

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

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

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

**ARTICLE XVIII
NOTICE OF CHANGE**

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

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

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

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

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

**ARTICLE XIX
REORGANIZATION AND BOARD MEMBERSHIP**

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.

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

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

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

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

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

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

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

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XXIV INSURANCE

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

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

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

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

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

ARTICLE XXVI MISCELLANEOUS

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

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

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

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

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

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

26.7 No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of its 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A**PROJECT DESCRIPTION****National Museum of Puerto Rican Arts & Culture**

The purpose of this Agreement is to set forth the terms and conditions, in consideration for and by which IDNR promises to pay to the Grantee the fund assistance amount specified on the first page of this agreement, as part of the Public Museum Capital Grants Program.

This grant is funded through the Public Museum Capital Grants Program. It is funded 100% up to the maximum grant amount.

The Public Museum Capital Grant funding will support projects necessary for NMPRAC to reach its full potential. Projects involving the exterior of the museum building include enhancing curb appeal by making improvements to the museum parking lot and exterior adjustments to the building. NMPRAC will also increase the museum's archival capacity with the installation of a 1,500sf structure on the museum property to receive and store collections according to established standards and best practices. Interior projects include improving flood control and upgrading the museum's Humidity/HVAC system. NMPRAC will also improve communications in the Museum with wired data infrastructure and enhancing internet availability in all areas.

EXHIBIT B**DELIVERABLES OR MILESTONES**

This grant is funded through the Public Museum Capital Grant Program. It is at the following levels: 33.33%; 50%; or 100% 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).

Project billings shall be submitted at 50% and/or 100% project completion unless otherwise approved by IDNR.

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

EXHIBIT C

PAYMENT

Grantee shall receive up to \$750,000.00 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.

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: Mary Jo Weller
Title: Grant Administrator II
Address: One Natural Resources Way, Springfield, IL 62702-1271
Phone: (217) 557-8781
TTY#: _____
Fax#: (217) 558-4192
E-mail Address: Maryjo.weller@illinois.gov

GRANTEE CONTACT

Name: Billy Ocasio
Title: CEO
Address: 3015 W. Division Chicago, IL. 60622
Phone: (773) 551-5581
TTY#: _____
Fax#: _____
E-mail Address: billyo@nmprac.org

Additional Information:

Name: Mike Claudio
Title: Director of Finance
Address: 3015 W. Division Chicago, IL. 60622
Phone: (773) 486-8345
TTY#: _____
Fax#: _____
E-mail Address: mikec@nmprac.org

EXHIBIT E

PERFORMANCE MEASURES

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

Providing community members with the installation of a 1500sf structure to receive and store collections and upgrade the museum's humidity/HVAC system an area that can be utilized by members of the general public for recreational use.

EXHIBIT F

PERFORMANCE STANDARDS

Completion of this project will allow citizens of Cook County and others from the general populous project specific recreational opportunities by providing a structure on museum property to receive and store collections, this project specific recreation to the general public for use.

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

EXHIBIT G

SPECIFIC CONDITIONS

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

ANY CONDITIONS FROM Internal Control Questionnaire (ICQ) OR Programmatic Risk Assessment (PRA) MUST BE LISTED HERE.

N/A

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

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

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.8, 12.4, 13.3(a), 14.1, 14.3, 15.2 19.1 and 24.1 for information that may be required in this **PART TWO**.]

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- 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.
- 27.12 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.*).

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

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

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.8, 12.4, 14.1, 14.3, 15.2, 19.1 and 24.1 for information that may be required in this **PART THREE**.]

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.



**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

**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.
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 1st, April 1st, July 1st, and October 1st 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%
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		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)			
TOTAL			
Less Local Agency Share			
Amount Claimed for Grant Reimbursement			

**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 #: _____

Firm Name	Project Element	Base Contract Amt	Change Order (+/-)	Total
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
TOTAL				\$263,000.00

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:							\$5,000.00
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:							\$73,641.00
Coyote Plumbing	Drinking fountains	44444	\$1,256.78	12124	\$1,256.78	\$1,256.78	
Non-Bid Contracts Subtotal:							\$1,256.78
Lowes	Lumber	900876	\$8,000.00	0001	\$8,000.00	\$8,000.00	
In-House "Force Account" Material/Supplies Subtotal:							\$8,000.00
ABC Accounting	Agreed Upon Procedures	55555	\$800.00	12425	\$800.00	\$800.00	
CPA Subtotal:							\$800.00
"Other" Category Subtotal:							\$0.00
(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:							\$100.00
TOTAL PROJECT EXPENDITURE FOR THIS BILLING:							\$88,797.78

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.

Development Project Status Report

(Reports due January 1st, April 1st, July 1 and October 1st)

Failure to submit a status report will result in no reimbursement.

Project #: _____ Project Sponsor: _____
Project Title: _____
Project SITE: _____
Congressional Dist: _____ Legislative (Senate) Dist: _____ Representative (House) Dist: _____
DNR Grant Administrator: _____

Check appropriate box:

☐ If applicable, currently addressing environmental requirements listed on the CERP form.
Archaeological survey required, date submitted: _____ OR anticipated date of submittal: _____
Wetland development plans required, date submitted: _____ OR anticipated date of submittal: _____

☐ Project currently in design stage. Anticipated bid advertisement date: _____
All necessary construction permits secured: ☐ Yes ☐ No If no, describe on back of page what permits are still needed and their status)

☐ Draft Bid Documents include compliance requirement that contractors pay State Prevailing Wages.
Prevailing Wage Act (820 ILCS 130/0.01-12) ☐ Yes ☐ No (If no, explain non-compliance on back of page This question must be answered before project can be "out to bid".

☐ Project currently out to bid or bids received
Anticipated construction start date: _____ Anticipated completion date: _____

☐ Project under construction (approx. percentage completed) ☐ < 25% ☐ 25% ☐ 50% ☐ 75% ☐ 90%
(provide brief description of work completed and remaining to be done in Comments Section)

☐ Project construction complete. Anticipated Final Billing submittal date: _____

For July 1 Status Report only, dollar amount of incurred costs from **date of award** to present. Incurred costs represent actual payments made by the sponsor that have not yet been billed to the State. \$_____.

Comments

Prepared by: _____ Date: _____

Mail to: IDNR, Office of Grant Management & Assistance, One Natural Resources Way, Springfield, IL 62702
Email: dnr.grants@illinois.gov

UNIFORM APPLICATION FOR STATE GRANT ASSISTANCE EXHIBIT B2

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

RECEIVED

Date Received by State: _____ Time Received by State: _____

MAY 29 2020

4. Name of the Awarding State Agency: Illinois Department of Natural Resources ~~Dept. of Natural Resources~~
Grant Management & Assistance
5. Catalog of State Financial Assistance (CSFA) Number: [REDACTED]
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: 2020.MUSEUM
12. Funding Opportunity Title: FY20 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):

National Museum of Puerto Rican Arts & Culture

National Museum of Puerto Rican Arts & Culture

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

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

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

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

21. Business Address:

Street: 3015 W Division

City: Chicago

State: IL

County: USA

Zip+4: 60622-2739

Applicant's Organization Unit

22. Department Name: General + Administrative

23. Division Name:

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

24. First Name: Billy

25. Last Name: Ocasio

26. Suffix:

27. Title: CEO

28. Organizational Affiliation:

29. Telephone Number: 773-551-5581

30. Fax Number:

31. E-mail Address: billyo@nmprac.org

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

32. First Name: Mike

33. Last Name: Claudio

34. Suffix:

35. Title: Director of Finance

36. Organizational Affiliation:

37. Telephone Number: 773-486-8345

38. Fax Number:

39. E-mail Address: mikec@nmprac.org

Areas Affected

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

Chicago, Cook, Illinois

41. Legislative and Congressional Districts of Applicant:

Congressional District #4

42. Legislative and Congressional Districts of Program/Project:

Congressional District #4

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):

National Museum of Puerto Rican Arts & Culture

44. Proposed Project Term:

Start Date: April 1, 2020

End Date: March 31, 2022

45. Estimated Funding (include all that apply):

☒ Amount Requested from the State:

\$750,000

☐ 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: Billy 47. Last Name: Ocasio 48. Suffix:

49. Title: CEO

50. Telephone Number: 773-551-5581 51. Fax Number:

52. E-mail Address: billyo@nmprac.org

05/25/2020

53. Signature of Authorized Representative:

Date Signed - Authorized Representative:



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Natural Resources

Organization Name: National Museum of Puerto Rican Arts & Culture

Notice of Funding
Opportunity (NOFO) Number: FY2021PARC

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

Catalog of State Financial Assistance (CSFA) Number:

CSFA Short Description: Park & Recreation Facility Construction Act Grant (PARC)

Section A: State of Illinois Funds

Fiscal Year: 01/01/2020

REVENUES		Total Revenue
State of Illinois Grant Requested		\$ 750,000.00
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	\$ 70,000.00
8. Construction		\$ 680,000.00
9. Occupancy (Rent and Utilities)	200.485	\$
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	\$ 750,000.00
17. Total Indirect Costs	200.414	\$
Rate %:		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$ 750,000.00

Instructions
found at end of
document.



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
HVAC	Upgrade and extend HVAC system	\$45,000.00	Add Delete
Exterior Building Improvements	Exterior improvements and enhancements	\$45,000.00	Add Delete
Data infrastructure	Improve telecommunications throughout building	\$50,000.00	Add Delete
Archive and Collection Space	Store Museum's permanent collection and loans	\$400,000.00	Add Delete
Flood Control System/Basement Improvement	Install flood control system and enhance basement	\$70,000.00	Add Delete
Parking Lot	Add additional parking spaces and beautification	\$70,000.00	Add Delete
			Add Delete
State Total		\$680,000.00	
			Add Delete
Non-State Total			
Total Construction		\$680,000.00	

Construction Narrative (State):

Collectively, the proposed building projects will strengthen NMPRAC's foundation and increase its capacity to provide access and understanding of Puerto Rican culture.

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

14). Other or Miscellaneous Costs

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

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Other or Miscellaneous Costs						

Other or Miscellaneous Costs Narrative (State):

DNR Award Fee

Other or Miscellaneous Costs 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)	\$70,000.00		\$70,000.00
8. Construction	\$680,000.00		\$680,000.00
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$750,000.00		
Non-State Amount			
TOTAL PROJECT COSTS			\$750,000.00

1.) PUBLIC MUSEUM INFORMATION

Museum Name:	National Museum of Puerto Rican Arts & Culture
Project Title:	National Museum of Puerto Rican Arts & Culture
Address at Project Site:	3015 W Division Street Chicago, IL 60622
Museum Web Site Address:	www.nmprac.org
Year Est:	2000

IL Senate Dist. #:	2	County:	Cook
IL House Dist. #:	4	Township:	Jefferson Township
U.S. Congressional District #:	4		

2.) CONTACT INFORMATION – PUBLIC MUSEUM

PUBLIC MUSEUM CEO		PUBLIC MUSEUM DESIGNATED CONTACT	
Name & Title:	Billy Ocasio, CEO	Name & Title:	Billy Ocasio, CEO
Address:	3015 W Division Street Chicago, IL 60622	Address:	3015 W Division Street Chicago, IL 60622
Phone #	(773)551-5581	Phone #	(773)551-5581
Fax #:		Fax #:	
Email address:	billyo@nmprac.org	Email address:	billyo@nmprac.org

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

Organization:		CEO Name & Title:	
Address:		Fax #:	
Phone:		Email address:	

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

Project Description: The Public Museum Capital Grant funding will support projects necessary for NMPRAC to reach its full potential. Projects involving the exterior of the museum building include enhancing curb appeal by making improvements to the museum parking lot and exterior adjustments to the building. NMPRAC will also increase the museum's archival capacity with the installation of a 1,500sf structure on the museum property to receive and store collections according to established standards and best practices. Interior projects include improving flood control and upgrading the museum's Humidity/HVAC system. NMPRAC will also improve communications in the Museum with wired data infrastructure and enhancing internet availability in all areas.

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:**

NMPRAC has a 99-year lease with the Chicago Park District.

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):

Per Agreement, Section 13 Term: Termination

"(a) NMPRAC shall have a 99-year lease for the Museum Site, so long as NMPRAC satisfies the terms and conditions of this Lease, including utilizing the Museum Site for the purposes stated in Section 2 of this Lease."

Provide the dates that the term of the lease agreement is in effect:

May 12, 2016

What, if any, causes for early termination are in the agreement?

NMPRAC agrees to operate at no cost or expense to the Park District, for the sole and limited purpose of offering a diverse arts program that is reflective of the Puerto Rican community.

6.) PROJECT COSTS:

Construction Costs \$ 695,500.00

A/E Design Fees \$ 46,500.00

Archaeological Survey Costs \$ 0.00

CPA Report Costs \$ 8,000.00

TOTAL PROJECT COSTS: \$ 750,000.00

PUBLIC MUSEUM MATCH \$ 0.00

(total must be rounded down to the nearest \$100)

GRANT FUNDS REQUESTED: \$ 750,000.00

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: 2019 = 36,781

Explain how it is calculated (documentation required): NMPRAC offers free admission year-round and tracks attendance through required visitor-sign sheets, which is then transferred to a digital file.

- 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: \$ 0.00

Total Grant Funds Requested (cannot exceed \$750,000): \$ 750,000.00

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	Private
N/A		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
		<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

List any other grant program/funds, including IDNR grants, involved in the proposed project, previous or anticipated. If IDN 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. 10am-5pm, Sat. 10am-2pm

If the public museum is open less than 1,000 hours per year, indicate the approximate number of hours: N/A

Specify the public museum's annual operating expenditures: \$ 839,974

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?

NMPRAC's operations will grow, however, the museum plans to sustain the larger operational costs with money saved from the improvements to the building. NMPRAC will save on repeated service expenses as a result of the outdated HVAC system. Upgrading our infrastructure will increase efficiency, and reduce operating and repair costs. The need to replace or repair equipment damaged by seasonal flooding events will also help sustain the overall operational cost. NMPRAC's new on-site archival building will save additional funds by eliminating the need of leasing an off-site storage facility and increase our capacity to display exhibits from our own stored collections.

Provide the Cost Ratio per Visitor vs. Operational Dollars: \$ 22.84

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

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.

Billy Ocasio, CEO, National Museum of Puerto Rican Arts & Culture

Provide the Mission Statement of the public museum:

The National Museum of Puerto Rican Arts and Culture (NMPRAC) is devoted to the promotion, integration and advancement of Puerto Rican arts and culture, presenting exhibitions and programming created to enhance the visibility and importance of the rich Puerto Rican arts tradition.

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 National Museum of Puerto Rican Arts & Culture is the only Puerto Rican museum in the country that offers a variety of quality community arts and cultural programming, including visual art exhibitions, educational programming, hands-on art workshops and free-guided tours. Each exhibit presents original artwork created by Puerto Rican artists living in Chicago or throughout the Diaspora. Depending on the nature of the exhibition, showcased objects have taken many different forms of art, including painting, sculpture, photography, mixed media, print work, posters, books, articles, and more. These artistic objects are used to feature a wide spectrum of traditional and contemporary Puerto Rican arts that commemorate the past and open dialogue about what it means to be Puerto Rican in the 21st century.

Describe the public museum's collections:

NMPRAC's collection consists of original artworks that reflect on different aspects of Puerto Rican arts, culture, and history. The museum has decided to keep the collection relatively small until it has an appropriate storage area that meets national standards for best practices. At the moment, NMPRAC's collection holds about 200 items that range from posters, prints, photographs, paintings, mixed media, pottery, and several sculptures. The proposed project will allow the museum to expand and grow its collection by establishing an archival space that can accommodate increased capacity, maintain climate-controls and provide proper lighting.

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

Resolution of Authorization

Public Museum Name: National Museum of Puerto Rican Arts and Culture

Fiscal Sponsor (if applicable): _____

Project Title: National Museum of Puerto Rican Arts and Culture

Name of entity that holds title to the project site: Chicago Park District

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

As the official duly designated to represent the public museum, I do hereby certify that the information presented in this grant application is true and correct. I do further certify that the project, if approved for funding through the Illinois Public Museum Capital Grants Program, will comply with all terms, conditions and regulations of 1) the Public Museum Capital Grant program (23 IL Adm. Code 3200); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.); 4) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 5) the Age Discrimination Act of 1975 (P.L. 94-135); 6) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 7) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility; and in the Project Agreement and that the public museum:

- a) Is a public museum that has been open to the public, for its instruction and enjoyment, for at least two years;
- b) Is located upon land owned by and/or operated by a unit of local government;
- c) Is an organized, permanent institution that is tax exempt under the regulations of the U.S. Internal Revenue Service;
- d) Meets generally accepted professional standards and/or is accredited in one of the following types of programs: American Alliance of Museums, American Association for State and Local History; Association of Zoos and Aquariums, American Public Gardens Association, and other appropriate organizations;
- e) Has a paid professional staff who commands an appropriate body of knowledge on presented subject matter;
- f) Cares for and owns or utilizes tangible objects;
- g) Is open to the public on a regular schedule and regularly collects attendance data and maintains sufficient records such that the attendance numbers can be audited;
- h) Presents regularly scheduled programs and exhibits that use and interpret objects for the public according to accepted standards;
- i) Has filed timely reports and complied with requirements for previous grant awards; and
- j) Can provide matching funds of the following amount. Check one:

☒ no matching funds are required for a public museum with an attendance of **300,000 or less** during the preceding calendar year; or

☐ \$1 of matching funds for each \$1 of State money for a public museum with an attendance of **over 300,000 but less than 600,000** during the preceding calendar year; or

☐ \$2 matching funds for each \$1 of State money for a public museum with an attendance of **600,000 or more** during the preceding calendar year.

Resolution of Authorization

The National Museum of Puerto Rican Arts & Culture hereby certifies and acknowledges that it has 100% of the funds necessary to complete the pending Public Museum Capital project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local priorities is sufficient cause for project grant termination which will also result in the ineligibility of the public museum for subsequent grant assistance from the IDNR programs in the next two (2) consecutive grant cycles following project termination.

It is understood that the project should be completed within the timeframe established in the project agreement and the reimbursement request must be submitted within one year of the expiration date. Failure to do so will result in the public museum forfeiting all project reimbursements and relieves the Illinois Department of Natural Resources from further payment obligation on the grant.

Any grant funds expended by the fiscal sponsor on behalf of this public museum, the chief executive officer of the public museum hereby certifies:

- 1) that there is an ongoing relationship between the public museum and the fiscal sponsor;
- 2) that the fiscal sponsor may incur expenses for the public museum's project; and
- 3) that the fiscal sponsor may pay for incurred expenses for the public museum's project;
- 4) that grant funds will be used specifically for the public museum's project; and
- 5) that grant funds received by the public museum for reimbursement of IDNR approved expenses will be submitted to the fiscal sponsor for settlement of paid expenses.

The public museum does further certify that there is an ongoing relationship between the museum and the fiscal sponsor; that the fiscal sponsor may incur expenses for the museum's project; and that grant funds will be used specifically for the public museum's project.

The public museum does hereby further certify that it will indemnify, protect and hold harmless the State of Illinois, Department of Natural Resources and its representatives from any and all liabilities, costs, damages or claims arising as a direct or indirect result of the actions and/or omissions of public museum or its representatives in the construction, operation or maintenance of the above referenced project, and that the proposed facility will be operated and maintained in an attractive and safe manner, and open and available to the public without regard to race, color, sex, national origin, age, disability or place of residence in accordance with #23 IL Adm. Code 3200.

This Statement was duly acted upon and adopted by the public museum on the 28 day of May, 2020.

Public Museum Chief Executive Officer: Billy Ocasio - CEO

Print Name

Title

Organization Name: National Museum of Puerto Rican Arts & Culture

Signature of Public Museum Chief Executive Officer: 

Resolution of Authorization

The fiscal sponsor agrees to the statements on MC/DOC-2 page 2 and will perform the following fiscal duties for the public museum:

The fiscal sponsor is an affiliated entity that may expend funds on behalf of this public museum for which this public museum will request reimbursement. The fiscal sponsor assumes legal accountability, fiduciary oversight, fiscal management and other administrative services of this public museum for the purposes of this grant. Any grant funds expended by the fiscal sponsor on behalf of this public museum, the chief executive officer of the public museum must sign a statement certifying:

- 1) that there is an ongoing relationship between the public museum and the fiscal sponsor;
- 2) that the fiscal sponsor may incur expenses for the public museum's project; and
- 3) that the fiscal sponsor may pay for incurred expenses for the public museum's project;
- 4) that grant funds will be used specifically for the public museum's project; and
- 5) that grant funds received by the public museum for reimbursement of IDNR approved expenses will be submitted to the fiscal sponsor for settlement of paid expenses.

N/A

Fiscal Sponsor Chief Executive Officer:

Print Name

Title

Organization:

Signature of Fiscal Sponsor Chief Executive Officer:

Instructions: Limit three, single spaced printed pages, minimum font size 11 point.

1. Specifically describe how the grant funds will be used including identifying if they are only a component of a larger project.

If granted, NMPRAC will use the capital grants funds to complete the following projects in order to improve museum operations:

1. Increase archival capacity by installing an on-site structure to properly house museum collections.
2. Enhance curb appeal by making exterior improvements, such as replacing the building's current paint with paint that is better for long-term preservation and reinforcing the windows to be more energy efficient.
3. Improve the museum parking facility by expanding to create more spaces, re-stripping to improve traffic flow and beautifying the area, as per city code requirements for parking lots.
4. Upgrading the Museum's flood control system.
5. Improving communications in the Museum with wired data infrastructure and enhancing internet availability in all areas.
6. Upgrade Humidity/HVAC system to maintain comfortable temperature for staff, museum guests and climate controls required to ensure preservation of artwork.

2. If the grant funds are to fund a component of a larger project, clearly describe the project as a whole. If this is not the case, please answer with "N/A."

N/A

3. Describe the museum's capital long-range planning process and the level of planning that has been undertaken for the proposed project.

Being that NMPRAC is located in a historic landmark built in 1895, it is imperative that we maintain and enhance the integrity of the current structure while still making necessary additions to extend our footprint, which in a later phase will establish an outdoor entertainment stage similar to Ravinia. NMPRAC has created a National Advisory Council, an international group of individuals who advise the Museum's CEO and Board of Directors and also help raise necessary funds to expand programming and the museum facility. Installing an onsite archive building that meets professional standards will enable NMPRAC the ability to store collections from struggling institutions with similar missions, which falls in line with our vision to be the premiere organization that both influences and connects diasporic arts, culture, and history to evolving generations. As the only Puerto Rican museum in the country, it is NMPRAC's responsibility to receive and protect collections from Puerto Rican institutions in times of crisis.

4. Describe how the overall project will improve the public museum's ability to meet its mission, enhance the experience of existing audiences, and expand its audiences, including reaching diverse and under-served groups.

The proposed capital projects will strengthen NMPRAC's foundation and help further our mission. Establishing an on-site archive space will enable NMPRAC to increase public access to Puerto Rican materials, which will attract existing audiences who have never before seen the Museum's collections and new audiences interested in using the museum's collections for conducting research. NMPRAC will also improve communications in the Museum with wired data infrastructure and enhancing internet availability in all areas. It will also allow the Museum to build new partnerships and collaborations since we will have the ability to professionally house collections and exhibitions on loan from other institutions, which will further the practice of NMPRAC's mission. The facility upgrades and extensions will save the museum operating fees for frequent maintenance, which can be used for educational programming. Enhancing NMPRAC's curb appeal and the ability to maintain a comfortable environment throughout the Museum will attract new audiences, improve visitor experiences, and most importantly, ensure the preservation of all artwork and collections.

5. Describe the level of community support for this project. Include documentation in Attachment 8.

Over the years, NMPRAC has gained considerable support from community members, business leaders, and other local organizations. We continue to attract a great diversity of visitors, artists and community residents as the cultural anchor in Humboldt Park while providing further momentum for economic growth and development. NMPRAC has received direct support from organizations like the American Alliance of Museums, Association of Midwest Museums, Illinois Association of Museums, Instituto de Cultura Puertorriqueña, Museo de Arte de Puerto Rico, Museo de Arte de Contemporáneo de Puerto Rico, Taller Puertorriqueña in Philadelphia, Hispanic Federation in New York, the City of Chicago's Museums in the Park, The Puerto Rican Agenda, Puerto Rican Cultural Center, Norwegian American Hospital, Chicago Architecture Biennial, Chicago Cultural Alliance, Hispanic Housing Development Corporation, Division Street Business Development, and others.

6. Describe how the project will meet community needs as it relates to question 5 above.

NMPRAC will be in a better position to offer services that are beneficial to many of the organizations who have shown the museum support throughout the years, as well as local members of the community. Increasing archival capacity will transform NMPRAC into a more professional institution that meets all requirements for accreditation through the AAM and will help us complete the last step of the process. Installing the archive facility will allow NMPRAC to receive and borrow AAM-approved collections and exhibitions from other museums and increase our capacity to properly house and maintain these materials, which will allow us to build more partnerships. We will also be able to relieve museums and art organizations in Puerto Rico during times of crisis. Upgrading HVAC and being able to maintain climate controls will make the museum more comfortable for organizations renting out the space, and more importantly, will provide the proper climate controls needed for preservation of artwork and collections. Being the only Puerto Rican museum in the country, it is our duty to ensure that all materials owned and borrowed are cared for according to AAM standards.

8. Describe the public museum's ability to complete the project successfully including the availability of adequate financial resources, recognizing that the grant funds are distributed on a reimbursement basis.

NMPRAC has demonstrated previous project success in completing all renovation and rehabilitation of the historic Humboldt Park Stables in the past; turning it into the thriving museum it is today. Currently, NMPRAC has a line of credit with the Belmont Bank strictly for use on the specific projects mentioned above. We also have a positive working relationship with the Chicago Community Loan Fund whose support is waiting on the approval of this capital proposal.

Project Title: National Museum of Puerto Rican Arts and Culture
Name of entity whose written procurement guidelines
will be followed: Chicago Park District

- 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 **
Archive	\$470,000.00		
HVAC	\$45,000.00		
Exterior Improvements	\$40,000.00		
Data Infrastructure	\$50,000.00		
Flood Control	\$70,000.00		
Parking Lot	\$70,000.00		
DNR Application Fee	\$5,000.00		
(Round to the nearest \$100) TOTAL	\$ 750,000.00	\$	

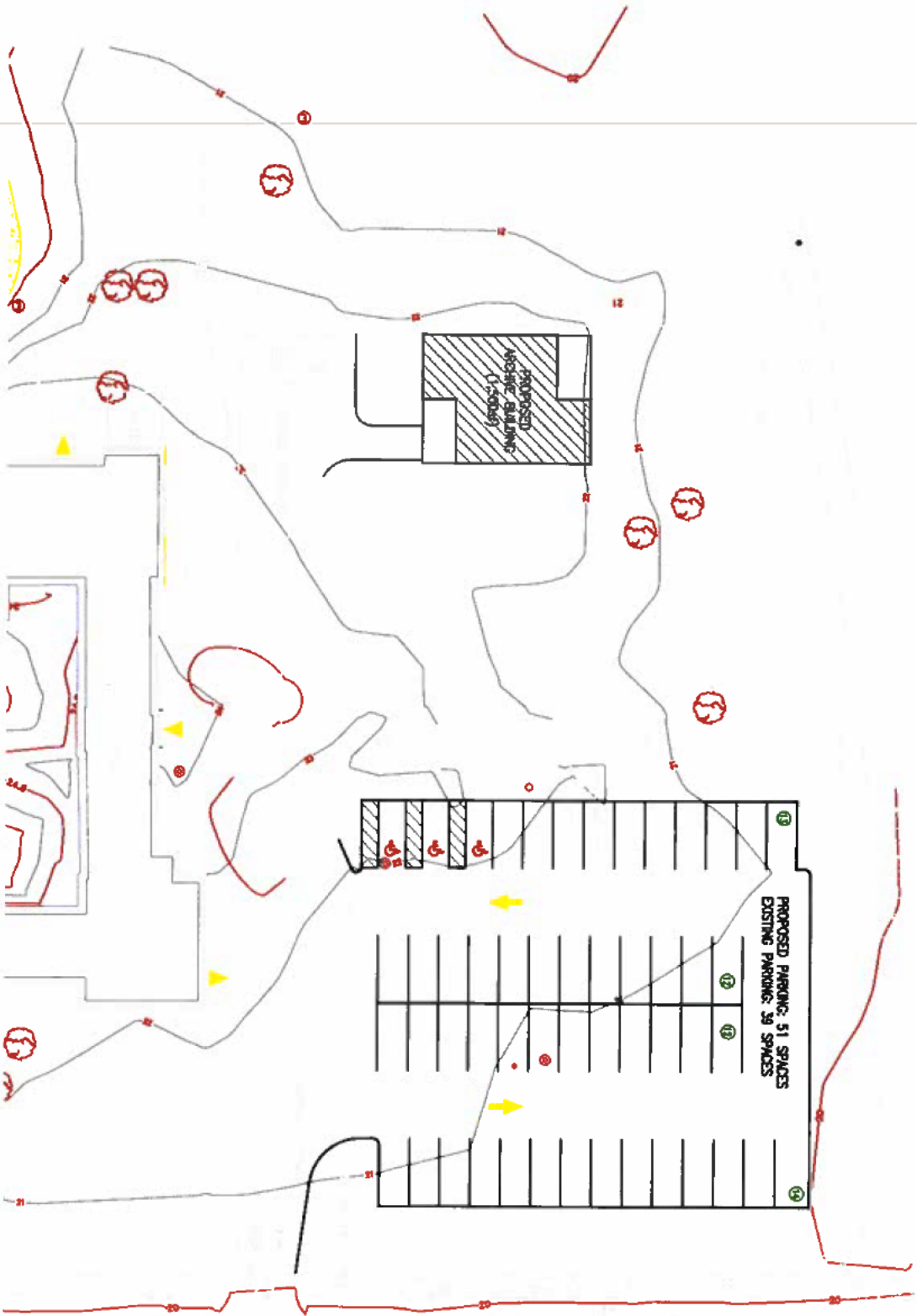
(Note: The value of donated materials and donated (volunteer) labor are not eligible for reimbursement but can be used to reduce overall costs. **Force account labor is not an eligible capital expenditure.**)

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

NATIONAL MUSEUM OF PUERTO RICAN ARTS & CULTURE
Estimated Project Development Costs

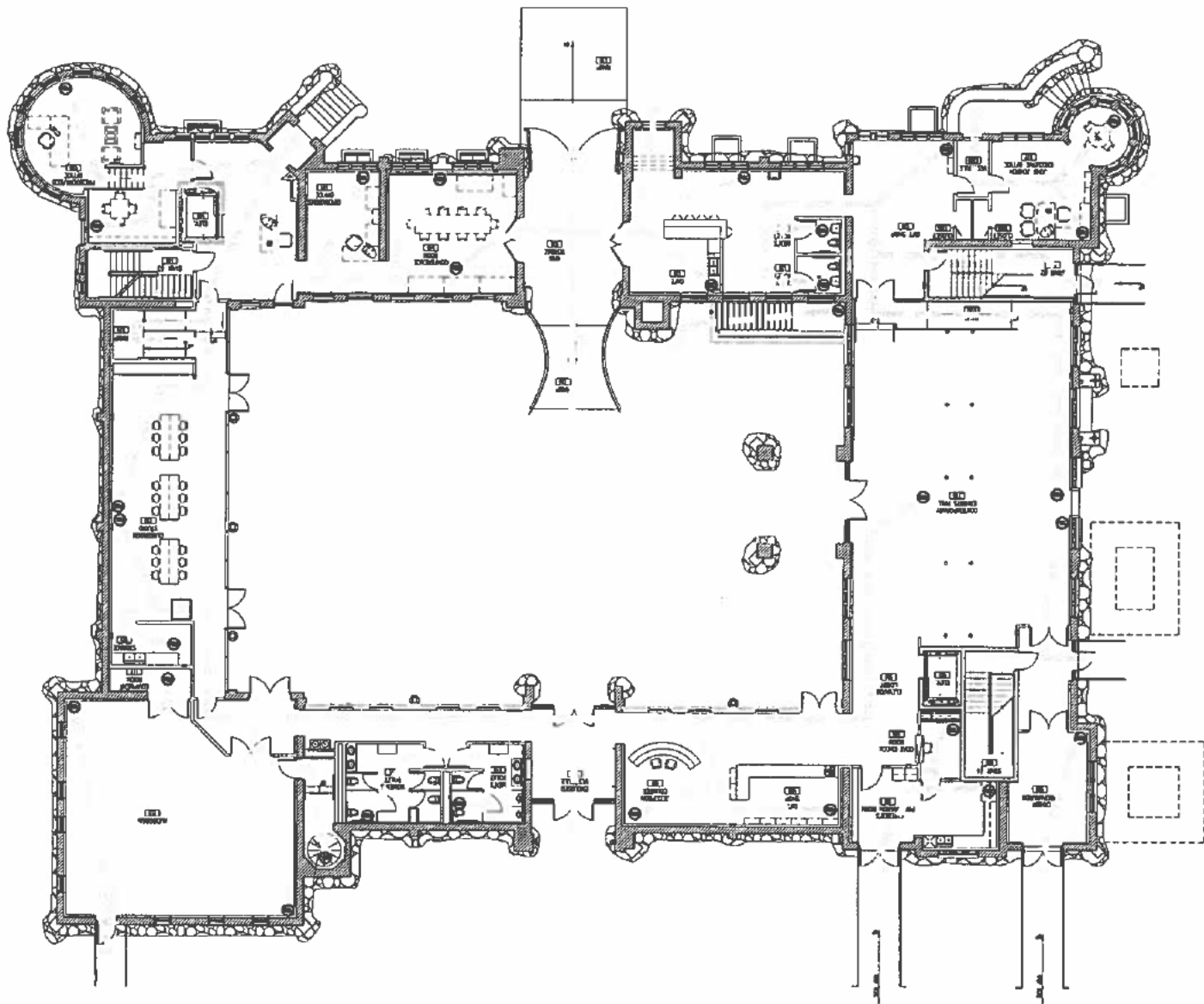
Project Components	Cost Estimate Incurred by Museum
Archive	\$470,000
HVAC	\$45,000
Exterior Improvements	\$40,000
Data Infrastructure	\$50,000
Flood Control	\$70,000
Parking Lot	\$70,000
DNR Application Fee	\$5,000
Total	\$750,000

CONCEPTUAL DEVELOPMENT PLAN



WEST DIVISION STREET





NATIONAL MUSEUM OF
PUERTO RICAN ARTS & CULTURE
FIRST SAFETY FLOOR PLAN
SCALE 1/8" = 1'-0"
N

