



LAKE COUNTY FOREST PRESERVES  
www.LCFPD.org

Preservation, Restoration, Education and Recreation

**DATE:** December 4, 2017

**MEMO TO:** Carol Calabresa, Chair  
Planning Committee

**FROM:** James L. Anderson  
Director of Natural Resources

**RECOMMENDATION:** Recommend approval of a Resolution approving an Agreement with the Illinois Department of Natural Resources for the Chiwaukee Illinois Beach Lake Plain Habitat Restoration Project, funded by a Sustain Our Great Lakes Grant, in the amount of \$245,000.00.

**STRATEGIC DIRECTIONS SUPPORTED:** Conservation; Leadership; Organizational Sustainability

**FINANCIAL DATA:** Funding for this agreement in the amount of \$245,000.00 will be 100% provided by a Sustain Our Great Lakes Grant, awarded August 6, 2012, and will be charged to Grant account 69642400-803200-56050.

**BACKGROUND:** The Chiwaukee Illinois Beach Lake Plain (Lake Plain), located from the Kenosha Dunes in Wisconsin south to Waukegan Harbor in Illinois, makes a significant contribution to the notable biodiversity of the Lake Michigan watershed and our Great Lakes ecosystem. The majority of this unique Lake Plain is under the protective ownership of six organizations: Wisconsin Department of Natural Resources (Wisconsin Dunes); the Nature Conservancy, Wisconsin Department of Natural Resources and UW-Parkside (Chiwaukee Prairie); Village of Pleasant Prairie (Village park land); Lake County Forest Preserve District (Spring Bluff); and Illinois Department of Natural Resources (Illinois Beach State Park). Recognized for its biological, geological and ecological significance, the 4,300 acres of publicly-protected Lake Plain connect 14 different natural community types, and provide habitat for over 500 plant and 300 animal species, including 63 state-threatened or endangered species and four federally listed species. Equally important, the Lake Plain ecosystem provides critical stop-over habitat for 160 migratory bird species, and serves as important breeding habitat for many wetland-dependent bird species. This area also provides one of the few areas in northeastern Illinois with significant public access to Lake Michigan via trails, camping, boating, and beach access.

The District has received a grant from the Sustain Our Great Lakes Stewardship Grant program to achieve the following goals within the Lake Plain, in conjunction with the above entities: 1) hydrologic restoration (removal of obstructions to in-stream flow); and 2) broader geographic assessment of the impacts of implemented restoration activities.

A portion of the grant is intended to fund the restoration of a portion of Illinois Beach State Park (IBSP) as part of the Lake Plain. Work in IBSP funded by this grant will directly benefit the ongoing restoration of Spring Bluff, such as invasive plant control in IBSP's north unit, adjacent to Spring Bluff. Pursuant to the attached agreement with IDNR, the District will administer grant funds being provided to IDNR for the work at IBSP. The District will maintain oversight of the solicitation of bids and expenditure of grant funds for work completed at IBSP, while requiring IDNR to provide oversight and project management of the work.

**REVIEW BY OTHERS:** Executive Director, Chief Operations Officer, Director of Finance, Corporate Counsel.

STATE OF ILLINOIS )  
                              ) SS  
COUNTY OF LAKE )

**BOARD OF COMMISSIONERS  
LAKE COUNTY FOREST PRESERVE DISTRICT  
REGULAR DECEMBER MEETING  
DECEMBER 12, 2017**

**MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **PLANNING COMMITTEE** presents herewith “A Resolution approving an Agreement with the Illinois Department of Natural Resources for the Chiwaukee Illinois Beach Lake Plain Habitat Restoration Project,” and requests its approval.

**PLANNING COMMITTEE**

Date: \_\_\_\_\_  Roll Call Vote: Ayes: \_\_\_\_ Nays: \_\_\_\_\_  
 Voice Vote Majority Ayes; Nays: \_\_\_\_\_

**LAKE COUNTY FOREST PRESERVE DISTRICT  
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING AN AGREEMENT WITH THE ILLINOIS  
DEPARTMENT OF NATURAL RESOURCES FOR THE CHIWAUKEE ILLINOIS  
BEACH LAKE PLAIN HABITAT RESTORATION PROJECT**

**WHEREAS**, the Lake County Forest Preserve District (the "District") owns certain property known as Spring Bluff Forest Preserve, in Lake County, Illinois that is adjacent to other natural areas owned by other entities, including the Chiwaukee Prairie State Natural Area in Kenosha County, Wisconsin, and the Illinois Beach State Park ("IBSP") owned by the Illinois Department of Natural Resources (the "IDNR") in Lake County, Illinois (collectively, the "Lake Plain"); and

**WHEREAS**, in 2012, the District was awarded a Save Our Great Lakes Grant in the amount of \$874,081.04 (the "Grant") for the restoration of critical Lake Michigan natural communities within the Lake Plain, which includes invasive species removal and hydrologic restoration (the "Work"); and

**WHEREAS**, the agreement in the form attached hereto between the District and IDNR (the "Agreement") provides for the District to administer Grant funds and reimburse IDNR for portions of the Work performed by IDNR at IBSP; and

**WHEREAS**, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government, such as the District, may contract or otherwise associate with other states to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance; and

**WHEREAS**, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., any power, privilege, function or authority exercised by a public agency of this state, including the District and IDNR, may be exercised, combined, transferred and enjoyed jointly with any other public agency of another state, to the extent not prohibited by law;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Approval of the Agreement. The Agreement is hereby approved in substantially the form attached hereto.

Section 3. Execution of the Agreement. The Executive Director of the District is hereby authorized and directed to execute the Agreement with IDNR.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

AYES:

NAYS:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Ann B. Maine, President  
Lake County Forest Preserve District

ATTEST:

\_\_\_\_\_  
Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_

## INTERGOVERNMENTAL AGREEMENT

### FOR THE ADMINISTRATION OF A SUSTAIN OUR GREAT LAKES STEWARDSHIP GRANT FOR ILLINOIS BEACH STATE PARK

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 and is between the Illinois Department of Natural Resources, herein after referred to as IDNR and the Lake County Forest Preserve DISTRICT, herein after referred to as DISTRICT.

#### WITNESSETH:

**WHEREAS**, the DISTRICT and IDNR own property within the Lake Michigan watershed in a region commonly referred to as the Chiwaukee Prairie Illinois Beach Lake Plain (hereinafter referred to as the "Lake Plain"); and

**WHEREAS**, the DISTRICT and IDNR have agreed to join together with other Lake Plain partners to restore critical Lake Michigan natural communities within the Lake Plain, which includes invasive species removal and hydrologic restoration; and

**WHEREAS**, the IDNR and the DISTRICT cooperated in securing a National Fish and Wildlife Foundation Sustain Our Great Lakes grant, as described in Exhibit A "GRANT PROPOSAL" of this Agreement, attached hereto, in 2017, in the amount of \$1,000,000.00 of which a portion of the funding is designated for restoration at Illinois Beach State Park, herein after referred to as the "SITE"; and

**WHEREAS** the DISTRICT and the IDNR have developed an "ILLINOIS BEACH SCOPE OF WORK PLAN," which, in addition to the "SPECIFICATIONS" (defined below), will include all of the tasks to be performed at the SITE (the "WORK"), and is attached hereto, and incorporated herein by reference as Exhibit B; and

**WHEREAS**, Article X of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves and with the State to obtain or share services and to exercise, combine or transfer any power or function; and

**WHEREAS**, The Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes and encourages cooperative agreements between units of Illinois' state and local government; and

**WHEREAS**, the IDNR and the DISTRICT are authorized to participate in restoration and management of the SITE for the purposes of decreasing invasive plant species, and may execute this Intergovernmental Agreement by act of their duly constituted Board and Agency Director; and

**WHEREAS**, the purpose of this Intergovernmental Agreement is limited solely to the WORK and performance of other obligations provided for in the GRANT PROPOSAL;

**NOW, THEREFORE**, in consideration of the mutual promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the DISTRICT and the IDNR agree as follows:

(1) INCORPORATION OF PREAMBLES

The preamble set forth above are incorporated herein and made a part thereof.

(2) IDNR will provide oversight of the WORK (Exhibit B) and any additional tasks identified in the SPECIFICATIONS of the contract to be completed by a contractor (s) in accordance with Exhibit A.

(3) Neither party to this Agreement shall sell, assign or otherwise transfer its interest under this Agreement

without the written approval of the other party, which approval the other party may withhold in its sole and absolute discretion. The provisions set forth in this Agreement shall be binding upon and inure to the benefit of the approved successors and assigns of the IDNR and the DISTRICT.

- (4) IDNR will provide a non-federal share of funding of \$38,048.00 (\$24,128 in-kind time for project management and \$13,920.00 in-kind time for burn management) to cover allowable and approved costs incurred in completing additional restoration at the SITE in accordance with the GRANT PROPOSAL and providing project management and oversight of the WORK.

(5) LEAD AGENCY

The IDNR designates the DISTRICT as the Lead Agency for the grant administration, including using \$245,000.00 in grant funds to complete the WORK at the SITE, documenting expenditures, and reporting to the National Fish and Wildlife Foundation as required by the grant conditions (Attachment I). IDNR will provide documentation to the DISTRICT for IDNR in-kind match services, oversight of WORK on SITE, written approval for successful completion of contracted WORK at the SITE, photographs of WORK as it progresses, interim reports and final reports.

(6) CONTRACTING SERVICES

The IDNR and the DISTRICT mutually agree to the following:

- a) The IDNR shall be responsible for the development of all specifications for the WORK to be completed at the SITE ("SPECIFICATIONS");
- b) The DISTRICT shall provide final approval of the SPECIFICATIONS for the WORK and include such SPECIFICATIONS in the contract(s) for the WORK to be let by the DISTRICT;
- c) The DISTRICT shall complete the public bid process and award a contract for the WORK to the lowest responsible bidder;
- d) The IDNR through its designated agent/representatives, shall monitor the WORK as it proceeds on the SITE;
- e) The IDNR in cooperation with the DISTRICT shall be responsible for WORK oversight, evaluation, and approval of WORK completed at the SITE;
- f) The IDNR shall bear the full responsibility for ensuring that the selected contractor completes the WORK in accordance with Exhibit B and the SPECIFICATIONS, and for meeting the outcomes, reporting and timeline requirements outlined in the GRANT PROPOSAL (Exhibit A);
- g) The IDNR shall meet all of the federal requirements applicable to implementation of WORK as defined in Attachment I, National Fish and Wildlife Terms and Provisions.
- h) The DISTRICT will bear the full cost (which will be paid for in part by grant funds) of all invasive control outlined in Exhibit B (it being acknowledged by the parties that IDNR's matching contribution will go to other restoration uses, as provided in Exhibit A);
- i) The IDNR will secure all permits required for the WORK ;
- j) The WORK will be contracted by, billed to, and be paid by the DISTRICT; and
- k) The DISTRICT will submit for Federal reimbursement in accordance with the National Fish and Wildlife Terms and Provisions, Attachment I.

(7) TRANSFER OF RESPONSIBILITY

Upon completion of the WORK, and upon the DISTRICT accepting completion of the WORK, and such acceptance shall not be unreasonably withheld, the IDNR will assume full responsibility for the maintenance of said SITE. The IDNR shall retain ownership of property affected by the WORK.

- (8) The IDNR's principal contact to the DISTRICT for this project is as follows:

Illinois Department of Natural Resources (IDNR)  
Region II Office  
Attn: Maggie Cole  
2050 W. Stearns Road  
Bartlett, Illinois 60103  
Attn: Maggie Cole  
Tel (847) 608-3100 # 2049 E-mail: Maggie.Cole@Illinois.gov

- (9) All correspondence for this project should be directed to the DISTRICT's Project Coordinator as follows:

Lake County Forest Preserve District  
Natural Resource Division  
1899 West Winchester Road  
Libertyville, IL 60048  
Attention: Debbie Maurer, Project Coordinator  
Telephone: 847/968-3285 E-mail: dmaurer@LCFPD.org

All notices required under this agreement should be directed to the respective parties' contact person.

(10) REPORTING

- A. An Interim Programmatic Report must be submitted to the DISTRICT by the IDNR by August 15th of each year (2018 and 2019) in the form of Attachment II (i). The Interim Performance Report is to reflect the WORK accomplished from the Execution Date to the first Interim Performance reporting date or to reflect WORK accomplished between Interim Performance Reports. The Interim Performance Report consists of a narrative and photos (electronically in JPEG format) describing the accomplishments and anticipated future work towards completing the GRANTEE Work. All reporting will include English units of measure and use terms understandable to the lay population
- B. An Annual Financial Report (in accordance with the form of Attachment II (ii) shall be submitted to the DISTRICT by the IDNR by October 15th of each year (2018, and 2019) which shall cover expenditures from the previous federal fiscal year (October 1 – September 30). The Annual Financial Report shall include information on all expenditures that the IDNR has requested reimbursement for prior to the reporting date.
- C. A Final Performance and Financial Reports (in accordance with the form of Attachment II (iii) shall be submitted to the DISTRICT by the IDNR no later than 60 days after the Term of this Agreement. . The Final Reports shall reflect all GRANTEE Work, accomplishments, outcomes, and expenditures for the duration of this Agreement, including a narrative, before and after photos (electronically in JPEG format), and fully document GRANTEE's completion of the GRANTEE Work, and proof of expenditures. All reporting will include English units of measure and use terms understandable to the lay population.

(11) AUDITING

- A. If IDNR expends an aggregate of \$500,000 or more from all federal sources in a federal fiscal year, it is subject to the requirements of O.M.B circular No. A-133 Audits for States, Local Government and Non-profit organizations. The IDNR shall submit a copy of the A-133 Audit to the DISTRICT within 6 months of the following federal fiscal year.
- B. If IDNR expends less than \$500,000 from all federal sources in a federal fiscal year, IDNR shall submit a copy of annual audit with ADDITIONAL SCHEDULE (ATTACHMENT III) within 6 months of the following federal fiscal year.

- (12) If IDNR desires to issue or participate in media that relate to the WORK, including publications, written documents, news articles, TV or radio releases, interviews, or personal presentations, all such media must credit the DISTRICT and meet the requirements of the NFWF Agreement and NFWF Sustain Our Great Lakes Stewardship Grant Program.
- (13) DISTRICT representatives shall have reasonable access to the SITE and IDNR WORK at any reasonable hours during the Term and 5 years thereafter to assess progress or to ensure continuing compliance with applicable requirements.
- (14) It is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts either of commission or omission unless such liability is imposed by law.
- (15) The IDNR acknowledges and agrees that the terms of this Agreement and requirements of the Federal Aid shall be fully disclosed and conditions adhered to by contractors hired by the IDNR
- (16) The IDNR hereby grants to DISTRICT and NATIONAL Fish and Wildlife Foundation a free and irrevocable license to use, publish, or distribute all copyrighted, trademarked, patented, or protected reports, studies, photographs (and negatives), computer programs, drawings, writings, inventions, trade secrets, intellectual property rights, or other similar WORKs or documents along with all supporting data and material, produced by or on behalf of IDNR for the performance of the IDNR WORK ("Materials"). The IDNR agrees to provide the DISTRICT, and, if requested, NFWF with copies of the Materials at no cost.
- (17) The IDNR may not use the DISTRICT's name and/or logo in any way without prior written consent from the DISTRICT. The District may not use the IDNR's name and/or logo.

(18) FEDERAL REQUIREMENTS

- A. The IDNR certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declares ineligible or voluntarily excluded from participation in this transaction by any Federal Department or agency as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFS Subtitle A, Subpart D 12.100-12.510, Participants' responsibilities.
- B. Based on the legal status of the IDNR's organization, documentation supporting costs of Federal and State shares will be accumulated, compiled, and maintained in accordance with:
  - (i) 2 CFR Part 225, "Cost Principles for State, Local, and Indian Tribal Governments" (OMB Circular No. A-87);
  - (ii) 2 CFR Part 230, "Cost Principles for Non-Profit Organizations" (OMB Circular No. A-122);

(19) COOPERATION

If the IDNR or the DISTRICT has reason to believe that a violation of this Agreement has occurred or is occurring, written notice thereof specifying in detail the violation and the facts supporting the claim shall be served upon the party to this agreement that allegedly committed or is permitting such violation to occur. The IDNR and the DISTRICT agree to act in good faith and to cooperate with each other to resolve any disputes which may arise in the performance of this Agreement. The IDNR or the DISTRICT may use alternative dispute resolution (arbitration) should it be necessary to resolve disputes as a result of this agreement.

(20) TERMINATION



- A. The DISTRICT or IDNR may terminate this agreement if:
- (i) events or circumstances occur beyond the control of the DISTRICT or the IDNR which prevent timely completion of the agreement, including a failure to appropriate
  - (ii) DISTRICT or IDNR fails to comply with the terms and conditions of this Agreement,
  - (iii) DISTRICT or IDNR fails to comply with Applicable Law, or
  - (iv) NFWF terminates the NFWF Agreement

B. In the event of termination by the IDNR and/or the DISTRICT, each party shall provide written notification to the other stating the reason for the termination. Termination shall be effective upon receipt by IDNR or DISTRICT of such written notice.

C. If the DISTRICT terminates this agreement, any payments made or recoveries by the DISTRICT shall be in accord with the legal rights and liabilities of the Parties

(21) The IDNR and/or the DISTRICT or their agents, shall provide proof of appropriate liability insurance coverage to either of the other agencies as requested to address liability concerns prior to construction.

(22) INDEMNITY

A. To the extent allowed by law, each party agrees to indemnify and hold harmless the other party, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including attorneys' fees and expenses, arising out of any claim or demand by any third party against the other party for or related to: (a) any actual or alleged breach or violation by the first party of any of the certifications, representations, warranties, covenants or agreements of this Agreement; (b) any death or actual or alleged (i) injury to any person, (ii) damage to any property or (iii) any other damage or loss, claimed to result in whole or in part from the negligent acts, activities or omissions of the first party or any of its employees, representatives, subcontractors or agents. Neither party shall be liable to the other party for incidental, special, consequential or punitive damages.

B. Prior to any WORK done by the contractor hired by the DISTRICT to perform WORK on IDNR property, the Contractor will provide proof of minimum of \$2,000,000 liability insurance for conducting WORK on IDNR property, and a Certificate of Liability Insurance including the Illinois Department of Natural Resources named as Additional Insured.

(23) EXECUTION

The term of this Agreement will commence upon the date of execution by both parties (the "Execution Date") and shall terminate on the sooner of 8/30/2020 or the date upon which the NFWF Agreement terminates (the "Term"). IDNR shall complete the WORK within the Term.

(24) INCORPORATION

The provisions set forth herein including the attachments specified below, represent the entire agreement between the IDNR and the DISTRICT and supersede any previous oral or written agreements, as it is the intent of the IDNR and the DISTRICT to provide for integration within the terms of this Agreement. No provision may be modified in any respect unless such modification is in writing and signed by each agency.

Attachment I: National Fish and Wildlife Foundation Terms and Provisions  
Attachment II: Reporting Forms

Attachment III: Additional Schedule for Annual Audit

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date entered below.

Lake County Forest Preserve DISTRICT  
(DISTRICT)

(IDNR)

Approved by:

\_\_\_\_\_  
Individual Signature Date

\_\_\_\_\_  
Alex Ty Kovach, Executive Director Date  
Lake County Forest Preserve District

\_\_\_\_\_  
Type or Print Name

Approved by:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Steve Neaman Date  
Director of Finance

\_\_\_\_\_  
IDNR SSN/FEIN

Exhibit A  
Grant Proposal



EasyGrantsID: 56218  
 National Fish and Wildlife Foundation – Sustain Our Great Lakes 2017, Full Proposal  
 Title: Connecting Coastal Wetlands; Strategic Habitat Restoration for Species of Concern (IL)  
 Organization: Lake County Forest Preserve District

**Grant Information**

**Title of Project**

Connecting Coastal Wetlands; Strategic Habitat Restoration for Species of Concern (IL)

**Total Amount Requested** \$ 1,000,000.00  
**Matching Contributions Proposed** \$645,048.00  
**Proposed Grant Period** 09/01/ 2017 - 08/31/ 2020

**Project Description**

The Lake County Forest Preserve District and the Chiwaukee Prairie Illinois Beach Lake Plain Partnership will restore connecting habitat key to sustaining and enhancing the biodiversity of the rare Lake Plain ecosystem. Project will restore critical blocks of land via invasive plant and prescribed burn management strategies to increase acreage of connected quality habitat for Blanding's turtle and other federally and state listed species of concern.

**Project Abstract**

The Chiwaukee Prairie Illinois Beach Lake Plain contains high-quality coastal dune and swale habitat across over 4,500 protected acres. However, fragmentation by patches of lesser quality habitat (often invaded by exotic plants) is threatening the high-quality habitat continuity critical to sustaining and enhancing the biodiversity of the rare Lake Plain ecosystem. The Lake County Forest Preserve District and the Chiwaukee Prairie Illinois Beach Lake Plain Partnership will restore three parcels of lesser quality connecting habitat to reestablish high-quality Lake Plain habitat continuity in the Chiwaukee Prairie Illinois Beach Lake Plain. The project will employ invasive woody and herbaceous plant management strategies to eradicate or contain invasives on 275 acres, benefiting Blanding's turtle, eastern prairie fringed orchid, and other federally and state listed species of concern.

**Organization and Primary Contact Information**

**Organization** Lake County Forest Preserve District  
**Organization Type** State or Local Government  
**City, State, Country** Libertyville, Illinois, North America - United States

**Region (if international)**

**Primary Contact** Debbie A Maurer  
**Position/Title** Assistant Manager of Natural Resources & Ecologist  
**Phone and E-mail** 847-276-6943 x ; dmaurer@lcfpd.org

**Additional Contacts**

Role	Name



EasyGrantsID: 56218

National Fish and Wildlife Foundation – Sustain Our Great Lakes 2017, Full Proposal

Title: Connecting Coastal Wetlands; Strategic Habitat Restoration for Species of Concern (IL)

Organization: Lake County Forest Preserve District

**Project Location Information**

**Project Location Description** The project is located in Lake County, Illinois and Kenosha County, Wisconsin along Lake Michigan in the Lake Michigan watershed (Dead Dog Creek & Dead River subwatershed (Lake County) and the Pike Root River subwatershed (Kenosha County)). North extent:T1N R23E S7 SW 1/4 South extent:T45N R12E S22

**Project Country(ies)** North America - United States

**Project State(s)** Illinois  
Wisconsin

**Project Congressional District(s)** District 1 (WI)  
District 10 (IL)

**Permits and Approvals**

**Permits/Approvals Description:** Approval for lethal invertebrate collection, and vegetation monitoring.

**Permits/Approvals Status:** Intend to Apply

**Permits/Approvals Agency-Contact Person:** IL Nature Preserve; Steven Byers

**Permits/Approvals Submittal-Approval Date:** 08/01/2017

**Permits/Approvals Description:** Approval for lethal collection of invertebrates and vegetation monitoring.

**Permits/Approvals Status:** Intend to Apply

**Permits/Approvals Agency-Contact Person:** Wisconsin DNR Research Permit

**Permits/Approvals Submittal-Approval Date:** 08/01/2017

**Permits/Approvals Description:** Approval to conduct Blanding's turtle monitoring, radio telemetry, collection of gravid females for head-starting and release of juvenile turtles



EasyGrantsID: 56218

National Fish and Wildlife Foundation – Sustain Our Great Lakes 2017, Full Proposal

Title: Connecting Coastal Wetlands; Strategic Habitat Restoration for Species of Concern (IL)

Organization: Lake County Forest Preserve District

Permits/Approvals Status: Received

Permits/Approvals Agency-Contact Person: Illinois Department of Natural Resources

Permits/Approvals Submittal-Approval Date: 04/03/2017

Permits/Approvals Description: Approval to conduct Blanding's turtle monitoring, radio telemetry, collection of gravid females for head-starting and release of juvenile turtles

Permits/Approvals Status: Received

Permits/Approvals Agency-Contact Person: Illinois Nature Preserves; Steve Byers

Permits/Approvals Submittal-Approval Date: 04/03/2017

Permits/Approvals Description: Approval to conduct Blanding's turtle monitoring, radio telemetry, collection of gravid females for head-starting and release of juvenile turtles

Permits/Approvals Status: Received

Permits/Approvals Agency-Contact Person: Wisconsin Department of Natural Resources

Permits/Approvals Submittal-Approval Date: 04/03/2017



EasyGrantsID: 56218

National Fish and Wildlife Foundation – Sustain Our Great Lakes 2017, Full Proposal

Title: Connecting Coastal Wetlands; Strategic Habitat Restoration for Species of Concern (IL)

Organization: Lake County Forest Preserve District

### **Activities and Outcomes**

#### **Funding Strategy: Habitat Conservation**

Metric: SOGL - Removal of invasives - Acres restored

Required: Recommended

Description: Include acres when applicable to wetland habitat

Starting Value	537.00 Acres restored
Target value	1180.00 Acres restored

Note:



Habitat Restoration for Species of Concern (IL)  
 Organization: Lake County Forest Preserve District

EasyGrantsID: 56218  
 National Fish and Wildlife Foundation -  
 Sustain Our Great Lakes 2017, Full Proposal  
 Title: Connecting Coastal Wetlands, Strategic

**I. PERSONNEL \$0.00**

Staff Name	Position	Annual Salary	Project Hours	Hourly Rate	LOE (%)	Project Salary	% Fringe	\$ Fringe	Total Personnel

Totals \$0.00 \$0.00 \$0.00

**II. TRAVEL \$0.00**

**Domestic Airfare - Per Flight**

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

**International Airfare - Per Flight**

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

**Train - Per Ticket**

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00





Habitat Restoration for Species of Concern (IL)  
 Organization: Lake County Forest Preserve District

EasyGrantsID: 56218  
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**Rental Car – Per Day**

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

**Taxis – Per Trip**

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

**Mileage – Per Mile**

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

**Gasoline – Per Gallon**

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

**Per Diem (M&IE) – Per Day**

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

1133 15th Street, NW  
 Suite 1100 Washington, DC 20005

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Habitat Restoration for Species of Concern (IL)  
 Organization: Lake County Forest Preserve District

**Lodging – Per Night**

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost
SubTotal				\$0.00

**Meals (no M&IE) – Per Meal**

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost
SubTotal				\$0.00

**III. EQUIPMENT \$0.00**

Item Name	Description	Unit Cost	Quantity	Total Cost
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**IV. MATERIALS & SUPPLIES \$0.00**

Type	Purpose	Unit of Measure	Unit Cost	Quantity	Total Cost
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**V. CONTRACTUAL SERVICES \$1,000,000.00**

**Subcontract/Contract – Per Agreement**

Contractor Name	Description	Total Cost
Northern Illinois University	Academic Institution	\$30,000.00
University of Wisconsin-Parkside	Academic Institution	\$50,000.00
TBD	Strike Team 2019-2020	\$205,159.60

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TBD	Woody Invasives Clearing-ChiSpr	\$187,500.00
TBD	Woody Invasive Plant Clearing - IBSP	\$245,000.00
TBD	Clearing Woody Invasives - Zion Solutions	\$165,000.00

**SubTotal** **\$882,659.60**

**Subgrant – Per Agreement**

Subrecipient	Description	Total Cost
Wisconsin Department of Natural Resources	State Agency	\$117,340.40

**SubTotal** **\$117,340.40**

**VI. OTHER DIRECT COSTS** **\$0.00**

Type	Purpose	Unit of Measure	Unit Cost	Quantity	Total Cost

**VII. TOTAL DIRECT COSTS** **\$1,000,000.00**

**VIII. INDIRECT COSTS** **\$0.00**

Explanation of Modified Total Direct Cost Base(MTDC)	Rate Type	NICRA Expiration	\$MTDC	Rate(%)	Total Cost

**IX. TOTAL PROJECT COSTS** **\$1,000,000.00**



Habitat Restoration for Species of Concern (IL)  
Organization: Lake County Forest Preserve District

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Habitat Restoration for Species of Concern (IL)  
Organization: Lake County Forest Preserve District

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Title: Connecting Coastal Wetlands, Strategic

### Budget Narrative

#### Budget Narrative:

#### 1. Personnel

Personnel -

#### 2. Travel

Domestic Airfare - Per Flight -

International Airfare - Per  
Flight -

Train - Per Ticket -

Rental Car - Per Day -

Taxis - Per Trip -

Mileage - Per Mile -

Gasoline - Per Gallon -

Per Diem (M&IE) - Per Day -

Lodging - Per Night -

Meals (No M&IE) - Per Meal -

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National Fish and Wildlife Foundation -  
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Title: Connecting Coastal Wetlands, Strategic

Habitat Restoration for Species of Concern (IL)  
Organization: Lake County Forest Preserve District

### 3. Equipment

Equipment -

### 4. Materials and Supplies

Materials and Supplies -

### 5. Contractual Services

Subcontract/Contract - Per Agreement -

I have revised the budget to reflect a funding award of 1,000,000. The funds will be expended 100% for contractual work or through a sub-agreement with Wisconsin Department of Natural Resources (see budget break down). I had to reduce the acreage of clearing slightly and the acreage of phragmites control because the late award precludes us from doing a fall 2017 treatment. These changes will be reflected in the outcomes and in the narrative.

Subgrant - Per Agreement -

### 6. Other Direct Costs

Other Direct Costs -

### 7. Indirect Costs

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Indirect Costs -

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 Title: Connecting Coastal Wetlands, Strategic Habitat Restoration for Species of Concern (IL)  
 Organization: Lake County Forest Preserve District

**Matching Contributions**

<b>Matching Contribution Amount:</b>	\$10,000.00
<b>Type:</b>	In-kind
<b>Status:</b>	Pledged
<b>Source:</b>	Lake County Forest Preserves
<b>Source Type:</b>	Non-Federal
<b>Description:</b>	Manager of Ecological Restoration time to administer grant, contract work, manage projects, prepare reports.

<b>Matching Contribution Amount:</b>	\$500,000.00
<b>Type:</b>	In-kind
<b>Status:</b>	Pledged
<b>Source:</b>	Zion Solutions Environmental
<b>Source Type:</b>	Non-Federal
<b>Description:</b>	Funds dedicated to the restoration of the decommissioned nuclear power plant block to restore sand substrate to a natural elevation. Work is not required by permit and will be completed during the timeframe of the project.

<b>Matching Contribution Amount:</b>	\$3,800.00
<b>Type:</b>	In-kind
<b>Status:</b>	Pledged
<b>Source:</b>	Volunteer Stewards Hosha Prairie
<b>Source Type:</b>	Non-Federal
<b>Description:</b>	Volunteer time dedicated to stewardship workday within Hosha Prairie to control invasive plants and collect/sow seed. Value of time is estimated at the federal rate of \$16.00/hr for a total of 213 hours.

<b>Matching Contribution Amount:</b>	\$24,128.00
<b>Type:</b>	In-kind
<b>Status:</b>	Pledged
<b>Source:</b>	Illinois Department of Natural Resources





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<b>Source Type:</b>	Non-Federal
<b>Description:</b>	Staff Heritage Biologist time to manage projects, assist with monitoring, and conduct boss prescribed burns.

<b>Matching Contribution Amount:</b>	\$13,920.00
<b>Type:</b>	In-kind
<b>Status:</b>	Pledged
<b>Source:</b>	Illinois Department of Natural Resources
<b>Source Type:</b>	Non-Federal
<b>Description:</b>	Staff time to conduct prescribed burns.

<b>Matching Contribution Amount:</b>	\$48,000.00
<b>Type:</b>	In-kind
<b>Status:</b>	Pledged
<b>Source:</b>	Youth Conservation Corps
<b>Source Type:</b>	Non-Federal
<b>Description:</b>	Value of six-person YCC crew for summer dedicated to invasive plant control and rare plant monitoring. Crew will be dedicated to the Lake Plain for two summers, 2018 and 2019.

<b>Matching Contribution Amount:</b>	\$1,600.00
<b>Type:</b>	In-kind
<b>Status:</b>	Pledged
<b>Source:</b>	Lake County Forest Preserves
<b>Source Type:</b>	Non-Federal
<b>Description:</b>	Staff time to complete prescribed burns.

<b>Matching Contribution Amount:</b>	\$10,000.00
<b>Type:</b>	In-kind
<b>Status:</b>	Pledged
<b>Source:</b>	Chiwaukee Prairie Preservation Foundation, Inc.
<b>Source Type:</b>	Non-Federal
<b>Description:</b>	Volunteer time dedicated to the investigation, negotiation and closing of



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	property acquisitions within the Chiwaukee Prairie State Natural Area. Value of time is estimated at the federal rate of \$16.00/hr for a total of 625 hours.
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<b>Matching Contribution Amount:</b>	\$5,000.00
<b>Type:</b>	In-kind
<b>Status:</b>	Pledged
<b>Source:</b>	Chiwaukee Prairie Preservation Foundation, Inc.
<b>Source Type:</b>	Non-Federal
<b>Description:</b>	Volunteer time dedicated to stewardship workday within the Chiwaukee Prairie State Natural Area to control invasive plants and collect/sow seed. Value of time is estimated at the federal rate of \$16.00/hr for a total of 313 hours.

<b>Matching Contribution Amount:</b>	\$13,600.00
<b>Type:</b>	In-kind
<b>Status:</b>	Pledged
<b>Source:</b>	Friends of Illinois Beach
<b>Source Type:</b>	Non-Federal
<b>Description:</b>	Volunteer time dedicated to stewardship workday within the Illinois Beach Nature Preserve to control invasive plants and collect/sow seed. Value of time is estimated at the federal rate of \$16.00/hr for a total of 850 hours.

<b>Matching Contribution Amount:</b>	\$10,000.00
<b>Type:</b>	In-kind
<b>Status:</b>	Pledged
<b>Source:</b>	Lake County Forest Preserves
<b>Source Type:</b>	Non-Federal
<b>Description:</b>	Wildlife Biologist time dedicated to monitoring of Blanding's turtle population in the Lake Plain.

<b>Matching Contribution Amount:</b>	\$5,000.00
<b>Type:</b>	In-kind



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<b>Status:</b>	Pledged
<b>Source:</b>	University of Wisconsin-Parkside
<b>Source Type:</b>	Non-Federal
<b>Description:</b>	In-kind time of faculty staff to complete vegetation monitoring.

<b>Total Amount of Matching Contributions:</b>	\$645,048.00
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Show Map Below

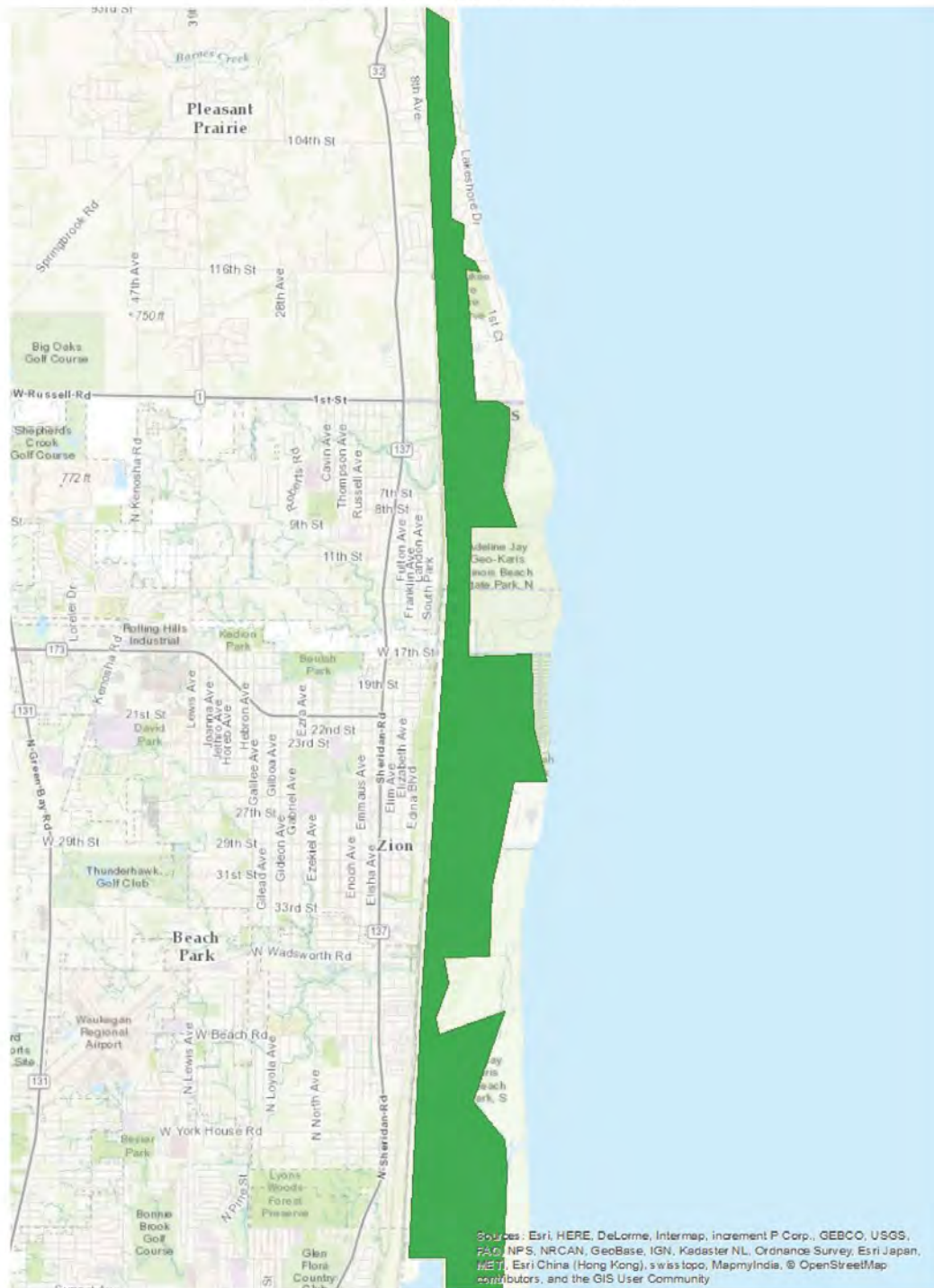


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The following pages contain the uploaded documents, in the order shown below, as provided by the applicant:

Upload Type	File Name	Uploaded By	Uploaded Date
SOGL Full Proposal Narrative	CoastalConnectivityNarrativeRevised.pdf	Maurer, Debbie	08/25/2017
Project Map	Project Map.pdf	Maurer, Debbie	02/20/2017
Letters of Support	LOS.pdf	Maurer, Debbie	02/20/2017
Statement of Litigation	Statement of Litigation.pdf	Maurer, Debbie	02/14/2017
Board of Trustees, Directors, or equivalent	BoardofCommissioners.pdf	Maurer, Debbie	02/14/2017
Other Documents (10 page limit)	Photos.pdf	Maurer, Debbie	02/20/2017

The following uploads do not have the same headers and footers as the previous sections of this document in order to preserve the integrity of the actual files uploaded.



## Full Proposal Project Narrative

**1. Funding Category:** Indicate the funding category that best describes the proposed project: 1) *Stream and Riparian Habitat*; 2) *Coastal Wetlands*, or 3) *Green Storm Water Infrastructure*.

**Coastal Wetlands** – The project area includes CWMP site #1372, #7030, and #1373 (Illinois Beach Wetlands).

**2. Context:** Briefly describe the project context in terms of current conditions, opportunities for improvement, and relevance to existing conservation plans or strategies. Refer to documentation that supports alignment with plan/agency priorities (links to documents are encouraged). For barrier removal projects, please include documentation of consultation with the sea lamprey control program (see RFP for more details).

The Chiwaukee Prairie-Illinois Beach Lake Plain (Lake Plain), situated along the Lake Michigan coast of Illinois and Wisconsin, contains high-quality coastal dune and swale habitat across over 4,500 protected acres. These ecologically significant natural areas are protected and managed through a partnership of 10 land stewardship agencies/groups, including: the Illinois Department of Natural Resources, The Nature Conservancy, Wisconsin Department of Natural Resources, Village of Pleasant Prairie, the Village of Winthrop Harbor, University of Wisconsin-Parkside, Chiwaukee Prairie Preservation Fund, Zion Park District, Waukegan Park District and the Lake County Forest Preserve District (District). With support from the National Fish and Wildlife Foundation, US Fish and Wildlife Service, and others, Lake Plain partners have completed 10 intensive years of habitat restoration and monitoring. The success of that work most recently lead to the recognition of the Lake Plain as a Wetland of International Importance by the Ramsar Convention on Wetlands (Ramsar 2015; <https://rsis.ramsar.org/ris/2243>). Lake Plain wetlands and associated prairie/savanna complex provides habitat for over 930 native plant species, 300 animal species, and 3 federally and 63 state-protected species, including one of the largest known populations of the Blanding's Turtle (*Emydoidea blandingii*) within the Great Lake drainage basin (a candidate species for federal listing) and the largest viable population of eastern prairie fringed orchid (*Platanthera leucophaea*) in the Lake Michigan Lake Plain Prairie physiographic region. The Lake Plain is also the largest, near contiguous tract of natural area along this portion of Lake Michigan, providing critical stopover and breeding grounds for migratory birds, including federally protected piping plover (*Charadrius melodus*).

Connectivity of quality habitat, wetlands and upland, throughout the Lake Plain is critical to sustaining and improving the biodiversity of the ecosystem and conserving and expanding populations of species of special concern and species that have restricted movement among suitable habitat patches. The current ecological condition of the Lake Plain ranges from highly diverse, biologically rich communities to very degraded, invasive dominated, low diversity areas. Fragmentation of quality habitat by patches of lesser quality habitat (often invaded by exotic shrubs and or herbaceous invasives) is still a major conservation concern.

Recent restoration actions, such as eradication of early detection invasive plants, roadway removals, and hydrologic modifications, have protected much of the highest quality habitat, have effectively expanded the acreage of restored/enhanced habitat by over 500 acres and have reduced fragmentation. Looking into the future, there are significant areas in the Lake Plain that remain in a degraded state, invasive plants continue to persist in these areas, and the challenge of restoring connections across the landscape that allow for movement of restricted species and that provide suitable corridors for species with relatively large home ranges still must be met. There are several opportunities that Lake Plain partners are positioned to take advantage of now that will contribute significantly towards achieving the goals of increasing connectivity and conserving species of species of special concern for the long-term.

First, with the restoration of over 500 acres at or near the point of entering a management phase, partners have identified three core habitat areas where intensive invasive plant management, primarily woody invasive plant control (~~550-435~~ acres) and herbaceous invasive plant control (~~275-248~~ acres), will help protect and restore an additional ~~825-683~~ acres of wetland and upland. The proposed project areas connect with previously restored habitat and will create larger corridors suitable for a broader suit of species.

Second, over the past ten years, Energy Solutions has been working to decommission the Zion Nuclear Power Plant (250 acres owned by Exelon Corporation). The actual plant is position on a relatively small area within those 250 acres. Over 115 acres of the power plant land is characterized by coastal dune and swale communities. As a Lake Plain partner, Energy Solutions has allowed control of invasive plants on the beachfront, contributing to the effective eradication of Lyme grass along the 13 mile stretch of Lake Plain beach. However, no restoration could be initiated in the surrounding natural areas due to security protocol. The surrounding natural areas contain some high quality remnants and are threatened by invasive species, such as glossy buckthorn and common reed. Now in the final three years of decommissioning, Energy Solutions is beginning the restoration phase of the power block and is supportive (along with Exelon) of habitat restoration actions on the surrounding natural area lands that have been released as clean and uncontaminated. The power plant land is directly south of Hosah Prairie, one of the highest quality pannes, a globally imperiled wetland, in the Lake Plain and directly north of quality prairie and sedge meadow in Illinois Beach. This opportunity allows for the restoration of a critical piece of habitat that connects the south unit of Illinois Beach to the north unit of Illinois Beach and Hosah Prairie, owned by Zion Park District. It also allows for the control of invasive plants that threaten to spread to adjacent natural areas.

Third, if funded, this project would work in tandem with several new initiatives that would be complimentary to the habitat restoration work. Beginning in 2017, Northern Illinois University in partnership with the District and IDNR will expand Blanding's turtle monitoring to the entire Lake Plain complex, allowing for a more comprehensive understanding of population viability and of how this indicator species utilizes habitat and habitat corridors. Second, there is a newly developed volunteer stewardship group lead by a very experience and knowledgeable site steward at Hosah Prairie. They host regular workdays and special events for the public. This volunteer effort offers the opportunity for extended stewardship of the dune and swales communities adjacent to the decommissioned power plant following proposed restoration actions. Finally, in partnership with new faculty at UW Parkside, if funded, partners will collect much needed baseline data on the invertebrate taxa of the Lake Plain across a range of conditions (remnant, restored and degraded habitat) to understand how species respond to restoration. Specifically, dispersal restricted groups (e.g., leafhoppers and water bugs) will be compared to less restricted groups (e.g., grasshoppers/katydid and dragonflies) to assess whether habitat patches and corridors are functioning for a diverse array of species or only those with particular dispersal characteristic.

The proposed work meets the recommendations of the USFWS Eastern Prairie Fringed Orchid Recovery Plan, the Wisconsin Wildlife Action Plan, the Kellogg /Dead Dog Creek Watershed Plan, the Upper Mississippi / Great Lakes Water Bird Conservation Plan, and the Chicago Wilderness Biodiversity Recovery Plan. It will specifically address two goals of the IDNR Wildlife Action Plan; Lake Michigan Coastal Campaign, including: 1) Increase abundance and richness of Species of Greatest Conservation Need (SGCN) and other native taxa in Lake Michigan and its coastal habitats; 2) Maintain and increase, if possible, the quality and extent of rare coastal natural communities and complexes of these communities that support SGCN. This project will contribute to the *Great Lakes Regional Collaboration's* short-term goal of restoration of 550,000 acres of wetland and the long-term goal of restoring 1,000,000 acres of high quality wetlands. This project will also contribute to the *Great Lakes Strategy 2002, A Plan for the New Millennium* goals by restoring and maintaining stable, diverse and self-sustaining populations....and preventing the introduction and spread of invasive species.



3. **Outcomes:** *Elaborate on project outcomes with reference to the outcome metrics selected previously in the application; discuss what makes the outcomes achievable and important.*

The following outcomes will be achieved through this project:

- a) ~~550-435~~ acres of woody invasive brush (e.g., *Rhamnus frangula*, *Rhamnus cathartica*, bush honeysuckles) will be cleared and herbicided to restore herbaceous dominated, sedge meadow, wet prairie and mesic prairie habitat. These habitats are potentially suitable for eastern prairie fringed orchid, Blanding's turtle foraging and overwintering, support a high diversity of native plant species and likely provide suitable habitat for a diverse invertebrate population. The proposed clearing areas are located adjacent to high quality habitat or will link high quality habitat to restored habitat, increasing connectivity and reducing fragmentation of quality habitat patches. 66 acres will be cleared on Exelon property and 20 acres on IDNR land adjacent to Hosah Prairie and will connect sedge meadow, emergent marsh, panne and savanna habitat between the north and south units of Illinois Beach State Park, an additional 150 acres will be cleared in the south unit of Illinois Beach, expanding the highest quality dune and swale communities in the Lake Plain. ~~314-244~~ acres will be cleared in Chiwaukee Prairie and Spring Bluff, expanding upon areas that were previously restored and will result in over ~~450-390~~ contiguous acres of restored habitat between 116<sup>th</sup> st (WI) and 7<sup>th</sup> st (IL).
- b) ~~275-248~~ acres of herbaceous invasive plants will be eradicated or contained across a 4000 acre portion of the Lake Plain with a particular focus on *Phragmites australis* (common reed) which has emerged in numerous small populations across the Lake Plain. Partners will also use the invasive plant strike team strategy to continue to identify, map and eradicate or contain early detection species and isolated populations of wide spread species such as Japanese knotweed (*Polygonum cuspidatum*), spotted knapweed (*Centaurea maculosa*), winged burning bush (*Euonymus alatus*), barberry (*Berberis thunbergii*), oriental bittersweet (*Celastrus orbiculatus*), black swallow-wort (*Vincetoxicum nigrum*), common reed (*Phragmites australis*), common buckthorn (*Rhamnus cathartica*), Cattail (*Typha angustifolia* and *Typha x. glauca*), cemetery spurge (*Euphorbia cyparissias*), dames rocket (*Hesperis matronalis*), sweet clovers (*Melilotus* sp.), crown vetch (*Coronilla varia*), purple loosestrife (*Lythrum salicaria*), reed canary grass (*Phalaris arundinacea*), and teasel (*Dipsacus laciniatus*). This work will enhance wetland communities and the native flora and reduce the threat of invasive plants.
- c) Blanding's turtle will be monitored throughout the Lake Plain (previously just in Chiwaukee Prairie and Spring Bluff) which will provide habitat use data, demographic information and a population viability model for the Blanding's Turtle across the entire Lake Plain. This model will allow partners to identify and prioritize future conservation actions.
- d) 40 vegetation transects established prior to wetland restoration (2011) will be resampled to assess the natural re-establishment of native sedges and forbs and overall floristic quality in comparison to remnant wetlands, 20 new transects will be established to better represent the broader range of spatial and edaphic variation in vegetation communities across the Lake Plain in key areas of landscape connectivity, such as the Exelon property.
- e) 120 sites will be sampled for invertebrates across a range habitat quality (remnant to degraded) and a variety of community types (e.g. emergent marsh, sedge meadow, wet prairie, dry prairie, sand savanna). At least four groups, two associated with wetlands (e.g., dragonflies, long-distance dispersers and water bugs, short-distance dispersers) and the other two upland groups (leafhoppers, short-distance dispersers and grasshoppers/katydid, long-distance dispersers) shall be identified to species. This work will provide baseline data on the invertebrate community and provide an understanding of whether the habitat connections provide functional corridors for either long distance or restricted species.

**4. Activities:** *Elaborate on project activities with reference to the activity metrics selected previously in the application. Explain how these activities are expected to lead to the outcomes indicated above. Describe how these activities relate to established plans and priority needs in the specific project location(s).*

Woody invasive plant control methods, including selective herbicide application, hand clearing and mowing of brush, will follow techniques that have shown success in past restoration efforts within the Lake Plain. For woody invasive plant removal, hand and mechanical clearing during the dormant season will be followed by stump herbicide treatment during winter months and a spring time foliar herbicide application to control resprouts coupled with prescribed fire management. Herbaceous invasive plants will be controlled over a very broad area in the Lake Plain by selective wick and spray herbicide application, including use of an innovative rubber tracked amphibious machine for chemically controlling invasive plants across large, hard-to-access areas in wetlands. All known target populations are currently mapped and these maps shall be used to guide work and allow for assessment and follow-up. Invasives will be treated during the growing season at a time that is known to be most effective for control of target plants (e.g., early spring and late fall for reed canary grass, mid-summer for hybrid cattails).

Professional natural area managers and contractors will be hired to complete all work with the exception of areas completed by the Youth Conservation Corps (YCC) and volunteers. Lake Plain partners will work with YCC Summer High School program to complete 4 acres of invasive plant control over two summers. YCC is a public/private partnership between YCC and the Lake County Forest Preserve District. As an organization, YCC is dedicated to: 1) Developing young leaders and empowering youth to make a positive impact on their community, 2) Protecting and conserving natural resources and instilling among young people an appreciation and respect for the environment, helping to create life-long stewards; 3) Serving as a catalyst for community and economic development by working with community partners to build affordable housing and participating in widespread community service projects. Youth that participate in this program are from local communities such as Zion, Waukegan and Winthrop Harbor, as well as other neighborhoods in Lake County. Stewardship work completed by volunteers and the Youth Conservation Core shall be used as in-kind match. Partner staff time spent on project management, oversight of contractors, grant administrations and prescribed burn management shall also be used as in-kind match to the project.

Restoration activities at the (soon to be) decommissioned power plant include the removal of an asphalt parking lot and the spreading of clean sand over the footprint of the power block to an elevation of 591 feet to match the level of the adjacent lands north and south of the power block. A portion of the value of this work, to be completed in 2018/19, shall be used as in-kind match towards the project. The restoration also includes seeding with a native prairie seed mix; however, the value of this work is not being used because it is required by permit. Grant funds will be used to help restore and enhance the natural areas surrounding the power block and adjacent to lands owned by IDNR (Illinois Beach State Park and Nature Preserve, north and south units) and Zion Park District (Hosah Prairie). Some invasive plant control may be completed within the power block area to prevent the establishment of invasives during the first year while the native seeding establishes.

The extent, distribution, and habitat use of Blanding's Turtles within the Lake Plain will be determined through a combination of mark-recapture and radio-telemetry techniques. Turtles will be captured using traps and supplemented with incidental hand captures during the active season (May – August) each year. Turtles will be marked via a redundant system of shell notching and insertion of a Passive Integrated Transponder. Photos of the plastron will also be taken to aid in identification should the other ID methods fail due to shell damage and/or loss of PIT tag. Monitoring via radio-telemetry will consist of tracking turtles (primarily adult females) in an effort to identify habitat use and patterns of movement across the landscape. A minimum of 30 adult turtles will be affixed with radio-transmitters and will be relocated using a telemetry receiver and Yagi Antennae using ground-based radio-telemetry techniques. Turtles will be tracked weekly in early spring (April –May), daily during nesting season (June), and monthly through the summer and fall (July to October). When possible, nesting locations will be identified by tracking females

engaged in overland nesting sojourns. A portion of the District's wildlife biologist staff time dedicated to turtle monitoring shall be used as in-kind match.

Vegetation shall be monitored at least 60 permanent vegetation transects to assess the impact of six years of wetland invasive plant control and woody invasive plant management. Data collected will include species presence, percent cover and or density. Protocol shall follow that established in 2011. Baseline data shall also be collected on the Exelon property to help characterize the community quality and extent.

In upland habitats, invertebrates will be collected using standardized sweep transects. The transects will be a fixed distance (25m) with a random starting point and direction. Sampling will be restricted to the period of peak activity for most diurnal invertebrates (9:00am to 5:00pm) and occur only when there is no precipitation and winds are less than 15kph. Invertebrates will be transferred to zip-top bags and stored in a freezer until identified. In aquatic habitats, standardized dip net surveys will be conducted; however, specimens will be preserved in 70% ETOH prior to identification. Data collected will include species presence and relative abundance.

**5. Tracking Metrics:** *Indicate how the project will monitor/assess progress on the metrics selected previously in the application. Note any challenges or limitations anticipated with tracking the metrics.*

Acres of invasive plants controlled shall be tracked using GIS and field mapping. These methods have been used for over ten years by partners and no problems are anticipated.

Blanding's turtle population metrics shall include number of individuals captured, age class structure, number of recaptures, number of females tracked w telemetry and nest success. These methods have been used for eight years and no problems are anticipated. The challenge will be in covering such a large area for monitoring.

Assessment of wetland restoration activities will help document the impacts of the proposed activities and the need for future adaptive resource management. To document the success of invasive plant control, we will sample and compare baseline vegetation plots established in the first year prior to control efforts (2011) with vegetation data collected in 2018. The seven-year interval between sampling will allow a better understanding of the temporal effects of restoration activities. Plant species abundances (percent cover and shrub density) and dominance, native diversity, and Biological Integrity (e.g., Floristic Quality Assessment, Rooney and Rogers, 2002) will be measured. In addition, photo monitoring will continue to be used to provide a qualitative assessment of restoration actions.

At least four insect groups, two associated with wetlands and the other two upland groups shall be identified to species, the rest to family as time permits. Species richness, presence and abundance shall be compared across the spectrum of community quality and spatial analysis shall be used to assess habitat patch use within and between habitat patches.

**6. Long-term Operation and Maintenance:** *Indicate how project benefits will be sustained through time. Refer to any relevant existing long-term operation and maintenance plan(s) or describe anticipated efforts to develop a long-term plan.*

Project partners are taking a long term view on managing invasive species in these coastal communities. We are committed to implementing a diverse set of strategies to address not only the established invasive plant populations, but also for the management of environmental conditions that facilitate invasion, working at a watershed scale whenever possible. For example, stabilization of tributaries such as Dead Dog Creek by Lake County Stormwater Management Commission 2012-2014 and retro-fitting culverts at Spring Bluff to help reduce stormwater-driven hydro periods (completed 2015) help maintain low levels of invasive wetland plants in adjoining wetlands.

In addition, we realize that organizational budgets are only one way that we will meet the costs of managing our lands for invasive species in the future; engaging volunteer stewards, community groups, corporate workdays, and citizen volunteers will also be important to the future conservation of these areas. Long-term maintenance of the work funded by this project will be achieved through implementation of management practices that are designed to meet site specific needs, including prescribed burn management. Additionally, partners are working to finalize a new joint management agreement that would allow for more flexible sharing of resources, primarily to allow for burn management across property boundaries (primarily at Chiwaukee Prairie, Village of Pleasant Prairie, Chiwaukee Preservation Foundation lands, and Spring Bluff)

**7. Project Team and Partnerships:** *List the individuals who would lead project implementation and describe their qualifications and experience. Describe additional project partners and their role in the proposed project.*

- **Debbie Maurer, Manager of Ecological Restoration, Lake County Forest Preserve District (LCFPD)** (MS in Botany University of Wisconsin-Madison,) has worked on the planning, implementation, and assessment of habitat restoration projects in savannas, prairies, and wetlands for over 12 years and has coordinated the formal organization of the Chiwaukee Illinois Beach Lake Plain Partnership.
- **Gary Glowacki, Wildlife Biologist, LCFPD** (MS in Biology Purdue University) for 10 years Gary has worked on the conservation of wildlife in Illinois, including the planning, implementation and coordination of research projects, long-term monitoring, and conservation programs for Blanding's Turtle.
- **Brad Semel, Natural Heritage Biologist, Illinois Department of Natural Resources** (MS in Wildlife Science, Purdue University) has worked for the IDNR for 19 years at Illinois Beach State Park. Brad is responsible for the administration and implementation of Natural Heritage programs in northern Illinois.
- **Sharon Gericke Fandel, Field Ecologist, Wisconsin Department of Natural Resources.** (MS Ecology University of California, Davis) is responsible for facilitating the implementation of the State Wildlife Action Plan (WAP) by providing expertise to other department programs and external partners.
- **David Rogers, Assistant Professor of Biology at the University Wisconsin – Parkside, Department of Biological Sciences** (PhD. UW-Madison Department of Botany). As a research institution and a landowner in the Lake Plain, UW-Parkside brings a dual perspective, placing high priority on both on-the-ground restoration work and implementing a monitoring strategy that allows UW-Parkside and other landowners to adjust restoration strategies based on the impacts of management actions.
- **Jessica Orlofske, Assistant Professor of Biology at the University Wisconsin – Parkside, Department of Biological Sciences** (PhD. University of New Brunswick) has been researching diverse invertebrate communities for over 14 years, including environmental monitoring of urban storm-water retention ponds using dragonflies and damselflies, using invertebrate assemblages to assess tallgrass prairie habitat quality, and the effects of local and regional variation in hydrologic conditions on larval aquatic insects.
- **Pam Holy, President of the Chiwaukee Prairie Preservation Fund, Inc.** For over 25 years, Pam has contributed thousands of volunteer hours to protect and preserve Chiwaukee Prairie. She has lead acquisition of lands, volunteer recruitment, volunteer workdays, public outreach and provided vital leadership to the Chiwaukee Prairie Preservation Fund.
- **Don Wilson, Stewardship Leader Illinois Beach.** For over 25 years Don has been leading volunteer workdays at Illinois Beach, conducting rare plant monitoring, voicing support for conservation and providing leadership to the Friends of Illinois Beach volunteer stewardship group.
- **Kathleen Garness, Stewardship Leader, Hosah Prairie.** Kathy has been leading restoration workdays at Hosah Prairie since 2015, and since 2002 is rare plant monitor with the Chicago Botanic Garden's Plants of Concern program, documenting over 28 species of rare and listed flora at ten sites in four counties.

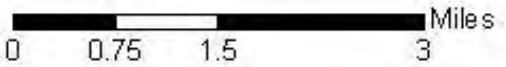
**8. Other (Optional):** *Provide any additional information important for the review of this proposal.* Monitoring costs have been kept to less than 4% of the requested funds. Partners have committed over \$640,000 of in-kind match to the project (a match of 44% to the requested funds).

# Connecting Coastal Wetlands; Strategic Habitat Restoration for Species of Concern



## Legend

- Proposed Woody Invasive Clearing Project Areas
- Areas Previously Cleared of Woody Invasives
- Lake Plain
- Chiwaukee Prairie
- Spring Bluff
- Illinois Beach



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNR/SINUS, USGS, USDA, AER, GeoEye, IGN, Aerotech, GEBCO, CNR, IGN, and the GIS User Community

Prepared using information from:  
Lake County Department of Information  
& Technology, GIS Mapping Division  
120 North County Street  
Washington, Illinois 60095-4201  
314.371.2212

Lake County Forest Preserve District  
1000 N Winchester Rd  
Libertyville, IL 60040  
815-397-6540  
www.lcpd.org

Courtesy Copy Only  
2015 Aerial Photo



February 16, 2017

Document # ZS-2017-0019

Aislinn Gauchay  
Great Lakes Program Manager,  
National Fish and Wildlife Foundation  
1133 Fifteenth St., N.W., Suite 1100  
Washington, D.C. 20005

**RE: Letter of Support for the Sustain Our Great Lakes Grant Proposal**

Dear Ms. Gauchay,

ZionSolutions, LLC (an EnergySolutions company) and Exelon Generation Company, LLC support the Lake County Forest Preserve District's (District) grant proposal to the National Fish and Wildlife Foundation for work related to eradication of invasive grass species on and surrounding the property of the Zion Nuclear Plant under the Sustain Our Great Lakes grant program. Sustain Our Great Lakes is a bi-national, public-private partnership that sustains, restores and protects fish, wildlife and habitat in the Great Lakes basin. The District is seeking grant funds to complete invasive plant control in the wetlands and adjacent savanna/prairie surrounding the Zion Nuclear Plant, which is located on approximately 250 acres of land within the Lake Plain. This work will also help to reduce the threat and spread of invasive plants into existing high quality natural areas and enhance habitat for species of concern, such as the Blanding's turtle, currently a candidate species for federal protection by the US Fish and Wildlife Service.

The Zion Nuclear Plant is currently in the final phases of a ten-year decommissioning project. In 2018/19 we will be implementing our final grading and restoration plan. The majority of the work within the final grading and restoration plan is being implemented to restore the power block (the prior location of the nuclear plant operations) to a more natural state. ZionSolutions intends to spend approximately \$500,000.00 as part of this site restoration effort.

ZionSolutions recognizes the importance of environmental stewardship. ZionSolutions has worked with the District and other partners for over six years to successfully eradicate Lyme grass along a 13 mile stretch of beach front, including the shoreline adjacent to our nuclear plant. Additionally, ZionSolutions has worked with the Illinois Department of Natural Resources to improve tern nesting habitat, maintain native beach grasses, and protect a snake hibernaculum.

ZionSolutions and Exelon look forward to supporting the District's efforts on this project.



Thank you for your consideration of this project for funding by the Sustain Our Great Lakes Grant Program.

Sincerely,

EnergySolutions  
Gerard P. van Noordennen  
VP, Licensing & Regulatory Affairs

Exelon Generation Company, LLC  
Carol Peterson  
Senior VP, Strategy and Planning



## Illinois Department of Natural Resources

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

Bruce Rauner, Governor  
Wayne A. Rosenthal, Director

February 16, 2017

Aislinn Gauchay  
Great Lakes Program Manager,  
National Fish and Wildlife Foundation  
1133 Fifteenth St., N.W., Suite 1100  
Washington, D.C. 20005

**RE: Letter of Support for the “Connecting Coastal Wetlands; Strategic Habitat Restoration for Species of Conservation Concern” Project**

Dear Ms. Gauchay,

I would like this letter to serve as official notice of support by the Illinois Department of Natural Resources (IDNR) of the Lake County Forest Preserve District’s (District) proposal for a bi-state, multi-partner project within the Chiwaukee-Illinois Beach Lake Plain (Lake Plain) to enhance coastal and wetland habitats, address the threat of invasive species, and to increase the physical connections of high quality wetlands and adjacent upland habitats for wildlife species of concern and rare plant species. The IDNR has worked with the District and other Lake Plain partners for over six years to successfully implement invasive plant control, hydrologic restoration, and monitoring across property boundaries.

The IDNR will pledge \$38,048 of in-kind match towards this project, which represents staff time implementing stewardship needs within the high quality natural areas and Nature Preserves (Illinois Beach Nature Preserve and North Dunes Nature Preserve) of Illinois Beach State Park. Specifically, the Natural Heritage Biologists, assisted by IDNR Wildlife, Forestry and Lands staff, will plan and conduct at least five controlled burns over the 2-year grant cycle. Some of the planned burns include large units of very high quality oak savanna and sedge meadows up to 780 acres in size. In addition, the Natural Heritage Biologist will plan, map, monitor, and supervise contractors, as well as assist directly in managing invasive species at this site over the two-year period. Programmatic coding will allow accurate accounting of activities and time involved.

The IDNR recognizes the importance of natural areas stewardship and we look forward to the opportunity to provide in-kind match towards this project. As a partner in this project, grant funds will be used to complete invasive plant control in the wetlands, oak savannas, sand prairies, and pannes of the Illinois Beach Illinois Natural Area Inventory site. The removal and chemical treatment of invasive species in targeted areas will help to connect quality habitats where phragmites, buckthorn, honeysuckle, and other exotic species threaten to degrade the ecological integrity of the native plant communities. The planned activities will also help to reduce the threat and spread of invasive plants into existing high quality natural areas and provide expanded habitat for species of special concern, such as the piping plover, dune thistle, and eastern prairie fringed orchid, all federally listed species.





## Illinois Department of Natural Resources

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

Bruce Rauner, Governor

Wayne A. Rosenthal, Director

The IDNR is committed to the successful implementation of this project and we are excited to work with our Lake Plain partners and to expand upon past successes. We are keenly aware of the ecological importance of Illinois Beach State Park within the Lake Plain, and recognize its key role in supporting extensive wetland complexes of global significance (RAMSAR, 2015). We also understand the significance of connecting large blocks of quality habitat within this landscape for improving wildlife habitat and ecosystem function. Working with our Lake Plain partners provides us an opportunity to enhance and restore coastal habitat that adds greater ecological value and benefit to the Chiwaukee Illinois Beach Lake Plain.

Thank you for your time and consideration of this project for funding by the Sustain Our Great Lakes Grant Program.

Sincerely,

A handwritten signature in cursive script that reads "Ann Marie Holtrop".

Ann Marie Holtrop  
Acting Chief, Division of Natural Heritage  
Illinois Department of Natural Resources  
One Natural Resources Way  
Springfield, IL 62702-1271

**State of Wisconsin**  
DEPARTMENT OF NATURAL RESOURCES  
101 S. Webster Street  
Box 7921  
Madison WI 53707-7921

Scott Walker, Governor  
Cathy Stepp, Secretary  
Telephone 608-266-2621  
FAX 608-267-3579  
TTY Access via relay - 711



February 20, 2017

Aislinn Gauchay  
Great Lakes Program Manager,  
National Fish and Wildlife Foundation  
1133 Fifteenth St., N. W., Suite 1100  
Washington, D.C. 20005

**RE: Letter of Support for the "Connecting Coastal Wetlands; Strategic Habitat Restoration for Species of Conservation Concern" Project (WI&IL) - Sustain Our Great Lakes Grant Proposal**

Dear Ms. Gauchay,

The Wisconsin Department of Natural Resources supports the Lake County Forest Preserve District's (District) proposal for a bi-state, multi-partner project within the Chiwaukee Prairie-Illinois Beach Lake Plan (Lake Plain) to enhance coastal and wetland habitat, address the threat of invasive species, and increase the physical connections of high quality wetlands and adjacent upland habitat for wildlife species of concern and rare plant species. The Wisconsin Department of Natural Resources (WDNR) has worked with the District and other Lake Plain partners for many years, implementing successful invasive plant control efforts, hydrologic restoration, and plant and animal monitoring across property boundaries.

The WDNR recognizes the importance of environmental stewardship and is committed to the successful implementation of this project and will be an active partner in accomplishing the work on the ground. As a partner in this project, grant funds will be used to complete invasive plant control in wetlands and adjacent savanna/prairie in Wisconsin on Chiwaukee Prairie State Natural Area in an effort to help connect quality habitat between high quality habitats, increasing site favorability for rare and special concern plant and animal species. Recognized as one of Wisconsin's most diverse prairie complexes remaining in the state, it is of imperative importance to continue to expand upon past management efforts in order to maintain ecosystem function and connectivity. In particular, this work help reduce the threat and spread of invasive plants into existing high quality natural areas, and provide expanded habitat for species of concern, such as the Blanding's turtle, currently a candidate species for federal protection by the US Fish and Wildlife Service, as well as currently federally-listed species like the Eastern Prairie White-Fringed Orchid.

As partners face increasing demands on their conservation budgets while managing persistent threats such as invasive species, it is projects like the "**Connecting Coastal Wetlands; Strategic Habitat Restoration for Species of Conservation Concern**" that allow us to come together and leverage limited funds to achieve conservation goals. The Wisconsin Department of Natural Resources is committed to the successful implementation of this project and we are excited to work with our Lake

Plain partners and to expand upon past successes. We are keenly aware of the ecological importance of the Lake Plain, recognized as a wetland complex of global significance by RAMSAR in 2015, and we also understand the significance of connecting large blocks of quality habitat within this landscape for improving wildlife habitat and ecosystem function. Working with our Lake Plain partners provides us an opportunity to enhance and restore coastal habitat that adds greater ecological value and benefit to the Chikwaukee Prairie-Illinois Beach Lake Plain. Thank you for your consideration of this project for funding by the Sustain Our Great Lakes Grant Program.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sharon Gericke Fandel', written in a cursive style.

Sharon Gericke Fandel  
WDNR Field Ecologist



College of Natural and Health Sciences  
Department of Biological Sciences  
900 Wood Road | P.O. Box 2000  
Kenosha, WI 53141-2000  
Telephone: 262-595-2744  
Fax: 262-595-2056

Aislinn Gauchay  
Great Lakes Program Manager,  
National Fish and Wildlife Foundation  
1133 Fifteenth St., N.W., Suite 1100  
Washington, D.C. 20005

February 21, 2017

RE: Letter of Support for the "Connecting Coastal Wetlands; Strategic Habitat Restoration for Species of Conservation Concern" Project

Dear Ms. Gauchay,

The University of Wisconsin- Parkside (UWP) supports the Lake County Forest Preserve District's proposal to perform habitat restoration and improvement in high quality coastal communities in the Lake Michigan watershed. UWP has successfully worked with the Lake County Forest Preserve and other partners for the past six years on coastal habitat restoration and we are committed both to the successful implementation of this project and to follow-up management after the project is over. In support of this grant, UW - Parkside has pledged \$5,000 of in-kind match towards this project, which represents one month of field work from Dr. Rogers to establish baseline vegetation transects to better understand the underlying gradients driving plant community dynamic in this highly complex landscape.

The Chiwaukee Illinois Beach Lake Plain (hereafter referred to as the "Lake Plain"), contains the highest quality coastal dune and swale ecosystem in southeast Wisconsin and northeast Illinois, supporting globally rare and representative savanna, prairie, fen and sedge meadow community types that provides habitat for over 930 native plant species and 300 animal species, including 63 state-protected species and three federally protected species. UWP owns a portion of project area and thus shares the responsibility of managing this property to maintain its ecological integrity. Unfortunately, our University exists in a time of decreasing financial resources which has forced us to turn to outside funding sources and partnerships to meet this obligation. This project will improve the habitat quality and pedagogical value at Chiwaukee Prairie and in the greater Lake Plain and help us meet our obligations for its protection

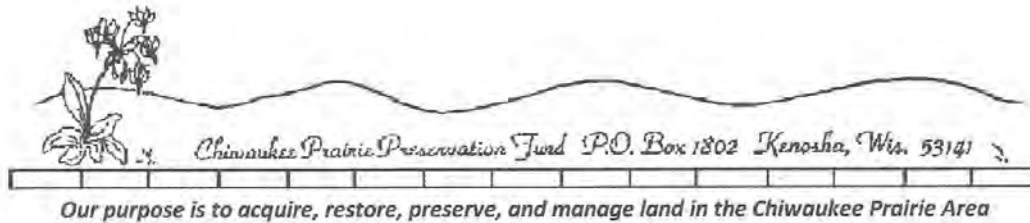
Over the past six years, this partnership has yielded great benefits and I have been leading the monitoring effort to document the efficacy of our management and to document the native community recovery. As such, I can tell you from firsthand experience that our previous management has successfully reduced the abundance and dominance of invasive plant species in these habitats and that there has been a tremendous positive response from the native plant community – a clear trend of increasing diversity and floristic quality. I have no doubt that further investment will yield similar results and will help the NFWF meet the goals of the Save Our Great Lakes Grant Program and help UWP leverage our limited funds to achieve conservation goals. UWP is committed to the long-term management of on our lands through vigilant monitoring and follow-up control efforts as needed beyond the scope of this grant.

Thank you for your consideration of this project for funding by the Great Lakes Restoration Initiative.

Sincerely,

A handwritten signature in black ink, appearing to read "David A. Rogers".

David A Rogers, PhD  
Associate Professor - Biological Sciences  
email: [rogersd@uwp.edu](mailto:rogersd@uwp.edu) phone: 608-572-0556



February 21, 2017

Aislinn Gauchay  
Great Lakes Program Manager,  
National Fish and Wildlife Foundation  
1133 Fifteenth St., N.W., Suite 1100  
Washington, D.C. 20005

**RE: Letter of Support for the "Connecting Coastal Wetlands; Strategic Habitat Restoration for Species of Conservation Concern" Project**

Dear Ms. Gauchay,

The Chiwaukee Prairie Preservation Fund, Inc. wholeheartedly supports the Lake County Forest Preserve District's (District) proposal for a bi-state, multi-partner project within the Chiwaukee Prairie-Illinois Beach Lake Plain (Lake Plain). The work it will do is critical to reducing the threat of invasive species and improving habitat and connectivity for wildlife and plant species. Importantly, it will continue to bring together all the partners in the Lake Plain, a multi-year collaboration which is proving to be extremely beneficial to the long-term health and viability of this very special coastal natural area, a Ramsar designated wetland of international importance.

The Chiwaukee Prairie Preservation Fund is very pleased to pledge \$15,000 of in-kind match towards this project. This includes \$5,000 in volunteer time controlling invasive species and \$10,000 in acquisition funds for the purchase of private land within Chiwaukee Prairie.

In 1965, a group of citizens asked The Nature Conservancy of Wisconsin to help them save Chiwaukee Prairie. Then those same volunteers raised the funds for acquisition and began decades of work to restore and manage Chiwaukee. In 1985, the Chiwaukee Prairie Preservation Fund (CPPF) was incorporated as an all-volunteer 501(c)(3) organization to expand the effort. CPPF continues to attract and retain individuals from the community committed to our mission who support us financially, creatively and with their hands. Our volunteers work year-round to identify, map and control invasive species, pursue acquisition opportunities and monitor flora and fauna, as well as conduct educational and outreach activities.

We pledge our funds and our future efforts to assist with and extend the work that would be accomplished through this grant. Thank you for your consideration of this project for funding by the Sustain Our Great Lakes Grant Program.

Sincerely,

Pam Holy, President

*We will continue until the last piece of land has been preserved*

Don Wilson  
Friends of Illinois Beach  
1864 E Skyline Circle  
Lindenhurst, IL 60046

February 19, 2017

Aislinn Gauchay  
Great Lakes Program Manager,  
National Fish and Wildlife Foundation  
1133 Fifteenth St., N.W., Suite 1100  
Washington, D.C. 20005

**RE: Letter of Support for the “Connecting Coastal Wetlands; Strategic Habitat Restoration for Species of Conservation Concern” Project**

Dear Ms. Gauchay,

The Friends of Illinois Beach support the Lake County Forest Preserve District’s (District) proposal for a bi-state, multi-partner project within the Chiwaukee-Illinois Beach Lake Plain (Lake Plain) to enhance coastal and wetland habitat, address the threat of invasive species, and increase the physical connections of high quality wetlands and adjacent upland habitat for wildlife species of concern and rare plant species. The Friends of Illinois Beach have worked with the District and other Lake Plain partners for over six years to successfully implement invasive plant control, hydrologic restoration, and monitoring across property boundaries.

The Friends of Illinois Beach have pledged \$13,600 of in-kind match towards this project, which represents 850 volunteer hours over 2 years at the volunteer rate of \$16/hour. Those hours will be spent removing invasive species at Illinois Beach State Park and collecting native seed for restoration in those areas where invasive species have been removed.

The Friends of Illinois Beach recognize the importance of environmental stewardship and we look forward to the opportunity to provide in-kind match towards this project. As a partner in this project, grant funds will be used to complete invasive plant control in the wetlands and adjacent savanna/prairie in Illinois Beach State Park to help connect quality habitat for the 14 ecosystems that exist at Illinois Beach State Park. By managing invasive species, habitat will be maintained or expanded for plants of concern such as the eastern prairie fringed orchid (*Platanthera leucophaea*), purple fringed orchid (*Platanthera psycodes*), false asphodel (*Tofieldia glutinosa*), bog arrow grass (*Triglochin maritima*), bog buckbean (*Menyanthes trifoliata*), pale false foxglove (*Agalinis skinneriana*), downy yellow painted cup (*Castilleja sessiliflora*), New Jersey tea (*Ceanothus herbaceus*), round leaf sundew (*Drosera rotundifolia*), and grass pink orchid (*Calopogon tuberosus*). This work will help reduce the threat and spread of invasive plants into existing high quality natural areas, and provide expanded habitat for species of concern, such as the Blanding’s turtle (*Emydoidea blandingii*) currently a candidate species for federal protection by the US Fish and Wildlife Service. It will also maintain or expand habitat for many amphibians and marsh birds that inhabit and breed in the wetlands and prairies of Illinois Beach State Park.

The Friends of Illinois Beach are committed to the successful implementation of this project and we are excited to work with our Lake Plain partners and to expand upon past successes. We are keenly aware of the ecological importance of the Lake Plain, recognized as a wetland complex of global significance by RAMSAR in 2015, and we also understand the significance of connecting large blocks of quality habitat within this landscape for improving wildlife habitat and ecosystem function. Working with our Lake Plain partners provides us an opportunity to enhance and restore coastal habitat that adds greater ecological value and benefit to the Chiwaukee Illinois Beach Lake Plain. Thank you for your consideration of this project for funding by the Sustain Our Great Lakes Grant Program.

Sincerely,

A handwritten signature in cursive script that reads "Don Wilson".

Don Wilson  
Steward – Illinois Beach State Park

February 21, 2017

Aislinn Gauchay  
Great Lakes Program Manager,  
National Fish and Wildlife Foundation  
1133 Fifteenth St., N.W., Suite 1100  
Washington, D.C. 20005

**RE: Letter of Support for the “Connecting Coastal Wetlands; Strategic Habitat Restoration for Species of Conservation Concern” Project**

Dear Ms. Gauchay,

Friends of Hosah Prairie supports the Lake County Forest Preserve District’s (District) proposal for a bi-state, multi-partner project within the Chiwaukee Prairie Illinois Beach Lake Plain (Lake Plain) to enhance coastal and wetland habitat, address the threat of invasive species, and increase the physical connections of high quality wetlands and adjacent upland habitat for wildlife species of concern and rare plant species. Friends of Hosah Prairie has worked with the District and other Lake Plain partners for over six years to successfully implement invasive plant control, hydrologic restoration, and monitoring across property boundaries.

Friends of Hosah Prairie has pledged \$3,800 of in-kind match towards this project, which represents up to 240 hours of volunteer hours (at a Federal match rate of \$16/hour). The work done will include but will not be limited to: removing invasive woody brush, identifying and treating purple loosestrife; pulling invasive forbs such as sweet white clover and garlic mustard; collecting seed to restore nearby restoration areas in the lake plain; and doing environmental outreach and education during our workdays.

Friends of Hosah Prairie recognizes the importance of environmental stewardship and we look forward to the opportunity to provide in-kind match towards this project. As a partner in this project, grant funds will be used to complete invasive plant control in the wetlands and adjacent savanna/prairie in Hosah Park, Zion, IL, to help connect quality habitat between the upper and lower sections of Illinois Beach State Park, North and South Units. There are nineteen (19) plant species in the 22.7 acre parcel of Hosah that are listed as either Threatened or Endangered in Illinois. In addition, there are thirteen (13) plant species listed as Rare by the Chicago Botanic Garden’s Plants of Concern program. This work will help reduce the threat and spread of invasive plants into existing high quality natural areas, and provide expanded habitat for species of concern, such as the Blanding’s turtle, currently a candidate species for federal protection by the US Fish and Wildlife Service.

Friends of Hosah Prairie is committed to the successful implementation of this project and we are excited to work with our Lake Plain partners and to expand upon past successes. We are keenly aware of the ecological importance of the Lake Plain, recognized as a wetland complex of global significance by RAMSAR in 2015, and we also understand the significance of connecting large blocks of quality habitat within this landscape for improving wildlife habitat and ecosystem function. Working with our Lake Plain partners provides us an opportunity to enhance and restore coastal habitat that adds greater ecological value and benefit to the Chiwaukee Prairie Illinois Beach Lake Plain. Thank you for your consideration of this project for funding by the Sustain Our Great Lakes Grant Program.

Sincerely,

Kathleen Marie Garness  
Friends of Hosah Prairie  
Zion, IL  
kmgfinearts@comcast.net





The Nature Conservancy in Wisconsin  
633 West Main Street  
Madison, Wisconsin 53703

tel 608/251-8140  
fax 608/251-8535  
[nature.org/wisconsin](http://nature.org/wisconsin)

February 20, 2017

Aislinn Gauchay  
Great Lakes Program Manager,  
National Fish and Wildlife Foundation  
1133 Fifteenth St., N.W., Suite 1100  
Washington, D.C. 20005

**RE: Letter of Support for the “Connecting Coastal Wetlands; Strategic Habitat Restoration for Species of Conservation Concern” Project**

Dear Ms. Aislinn;

Please accept this letter of support for the Sustain Our Great Lakes (SOGL) proposal submitted by Lake County Forest Preserve District (LCFPD). The Nature Conservancy (TNC) believes that this grant will have significant and sustained positive impact and benefits for the biological diversity represented throughout the Lake Plain. Additionally, it enables multiple diverse partners from both public and private conservation entities to come together in a collective effort to address common issues and share resources in a collaborative manner.

This newly proposed work is both additive and directly compliments the work that partners across the Lake Plain accomplished during the previous SOGL grants (2010- 2015) and a collective partnership spanning several decades. Recent recognition of the Lake Plain as a Wetland of International Importance by the Ramsar Convention on Wetlands emphasizes the importance of the Lake Plain area both regionally and globally.

The Lake Plain wetlands and associated prairie/savanna complex provides habitat for over 930 native plant species, 300 animal species, and 3 federally and 63 state-protected species. It is also a critical migratory bird stop over site, one of the most important in this portion of Lake Michigan. The quality of this property in such an urban area is a testament to the strong partnerships and demonstrated ability to apply management to the landscape across multiple land owners.

While TNC is not a direct recipient or partner for the grant, we fully support the efforts being proposed, and commit to continued collaboration with the Lake Plain partners to meet the deliverables and further the conservation achievements in the project area.

Sincerely,

Hannah Spaul  
Director of Land Management



LAKE COUNTY FOREST PRESERVES  
www.LCFPD.org

Preservation, Restoration, Education and Recreation

Date: 2/14/17

Ms. Aislinn Gauchay  
Great Lakes Program Manager  
National Fish and Wildlife Foundation  
8011 34th Ave. South, Suite 444  
Bloomington, MN 55425

#### Statement of Litigation

**Litigation:** In the space provided below, state any litigation (including bankruptcies) involving your organization and either a federal, state, or local government agency as parties. This includes anticipated litigation, pending litigation, or litigation completed within the past twelve months. Federal, state, and local government applicants are not required to complete this section. If your organization is not involved in any litigation, please state below.

Lake County Forest Preserve is a local government agency and is not required to complete the litigation section.

Sincerely,

A handwritten signature in black ink that reads "Debbie Maurer". The signature is written in a cursive style with a long horizontal flourish at the end.

Debbie Maurer

# LAKE COUNTY FOREST PRESERVES

## Board of Commissioners

*December 2014–December 2016*



**Ann B. Maine**  
President  
District 21, Lincolnshire



S. Michael Rummel  
Treasurer  
District 12, Lake Forest



Audrey H. Nixon  
Assistant Treasurer  
District 14, North Chicago



**Linda Pedersen**  
Vice President  
District 1, Antioch



Chuck Bartels  
District 10, Mundelein



Carol Calabresa  
District 15, Libertyville



Steve Carlson  
District 7, Gurnee



Bonnie Thomson Carter  
District 5, Ingleside



Mary Ross Cunningham  
District 9, Waukegan



Bill Durkin  
District 8, Waukegan



Sandra Hart  
District 13, Lake Bluff



Diane Hewitt  
District 2, Waukegan



Aaron Lawlor  
District 18, Vernon Hills



Steven Mandel  
District 11, Highland Park



Sidney Mathias  
District 20, Buffalo Grove



Brent Paxton  
District 4, Zion



Nick Sauer  
District 17, Lake Barrington



Craig Taylor  
District 19, Lake Zurich



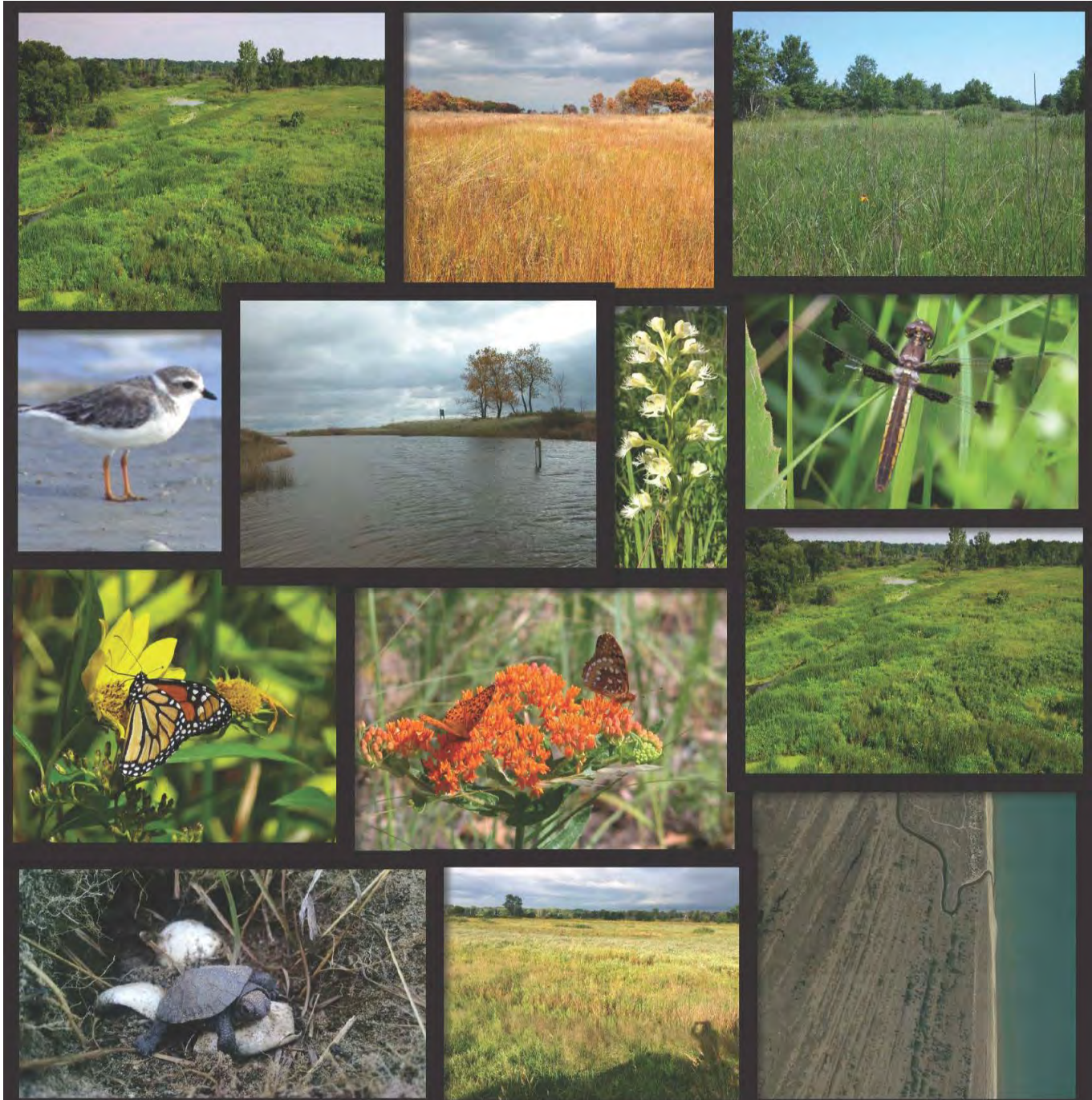
Tom Weber  
District 3, Lake Villa



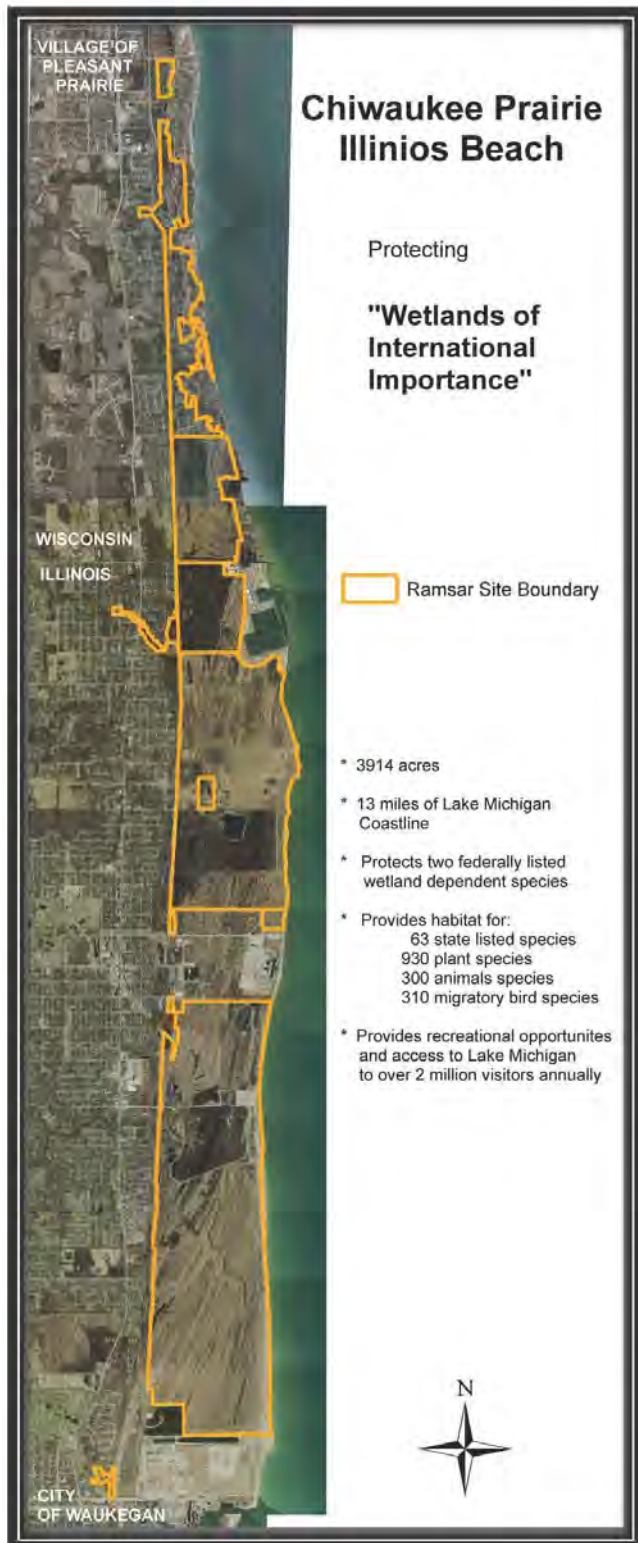
Jeff Werfel  
District 6, Grayslake



Terry Wilke  
District 16, Round Lake Beach



**Chiwaukee Prairie Illinois Beach Lake Plain**  
**Connecting Coastal Wetlands; Strategic Habitat Restoration**  
**for Species of Concern**



### Why the Lake Plain is Important

The publicly and privately protected ecosystem connects 14 different community types, seven are wetland communities. Two (2) federally protected wetland-dependent species are found within the Lake Plain, including the only highly viable population of *Platanthera leucophaea* [eastern prairie fringed orchid] in the region, and *Charadrius melodius* [piping plover].

The Lake Plain serves as important breeding habitat for many wetland-dependent bird species and provides critical stop-over habitat for at least 310 migratory bird species. A portion of the Lake Plain is designated an Important Bird Conservation Area (825 hectares) by the National Audubon Society and 5.1 square kilometers is designated as critical habitat area for the federally endangered piping plover.

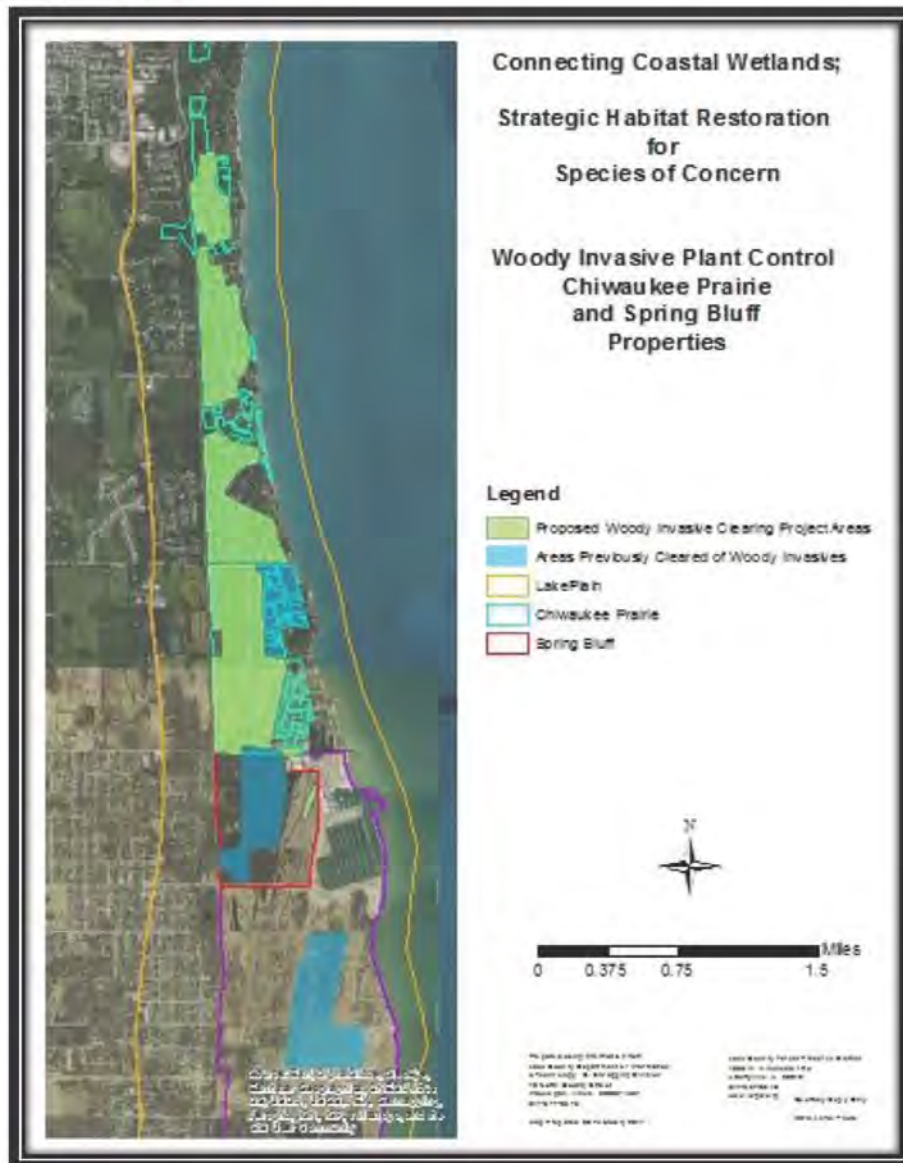
The Lake Plain has been recognized with the dedication of two National Natural Landmarks. It is also recognized as a Conservation Opportunity Area by State Wildlife Action Plans (both Illinois and Wisconsin) and nearly 60% of the area is dedicated as Nature Preserve (861 hectares), State Natural Area (165 hectares), or State Scientific Area (34 hectares). Locally the area is recognized as a Conservation Focus Area by over 300 regional organizations, associations, and experts who make up the Chicago Wilderness consortium.

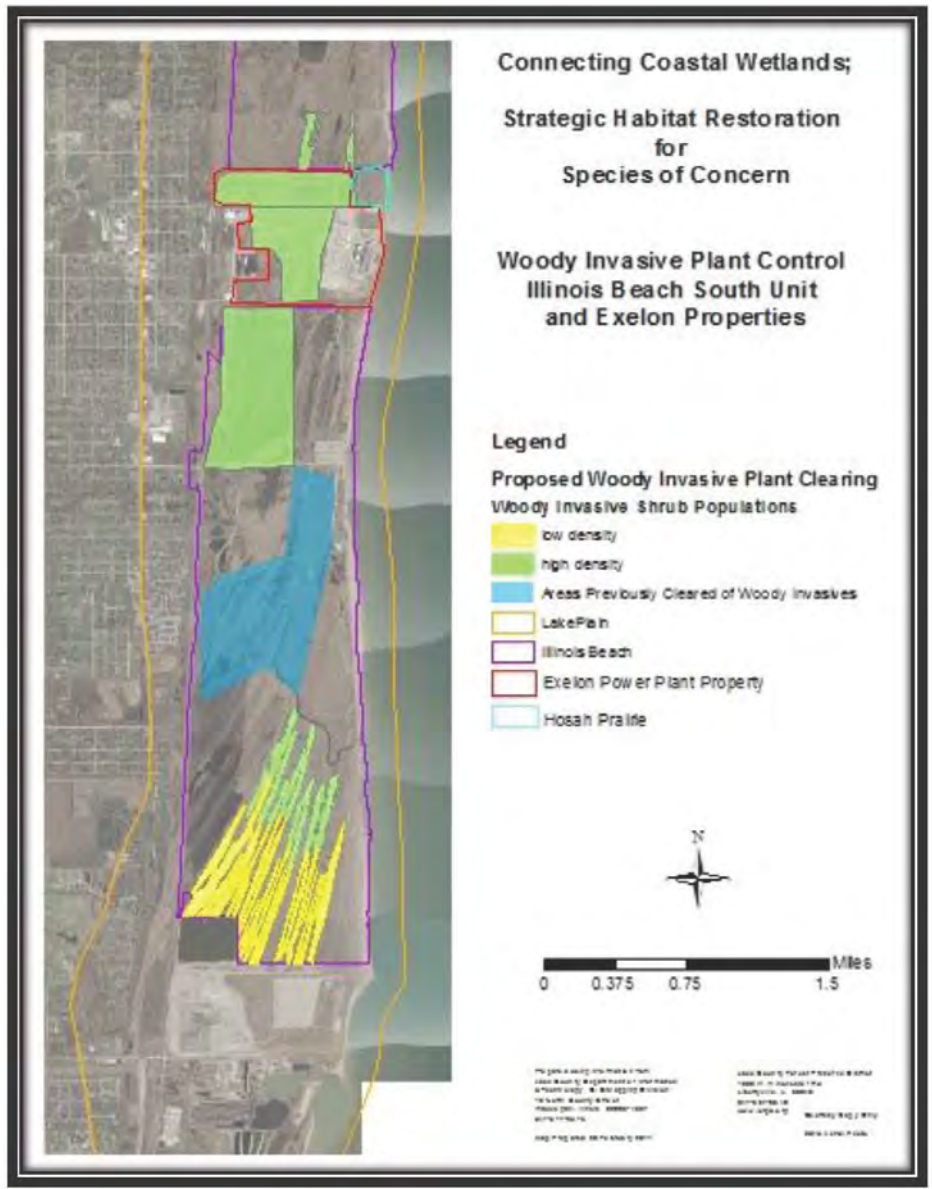
In 2015, the Chiwaukee Prairie Illinois Beach Lake Plain was designated a Wetland Of International Importance by the Ramsar Convention on Wetlands. The Lake Plain is the 38<sup>th</sup> designated site in the United States.

## PROJECT ACTIONS AND OUTCOMES

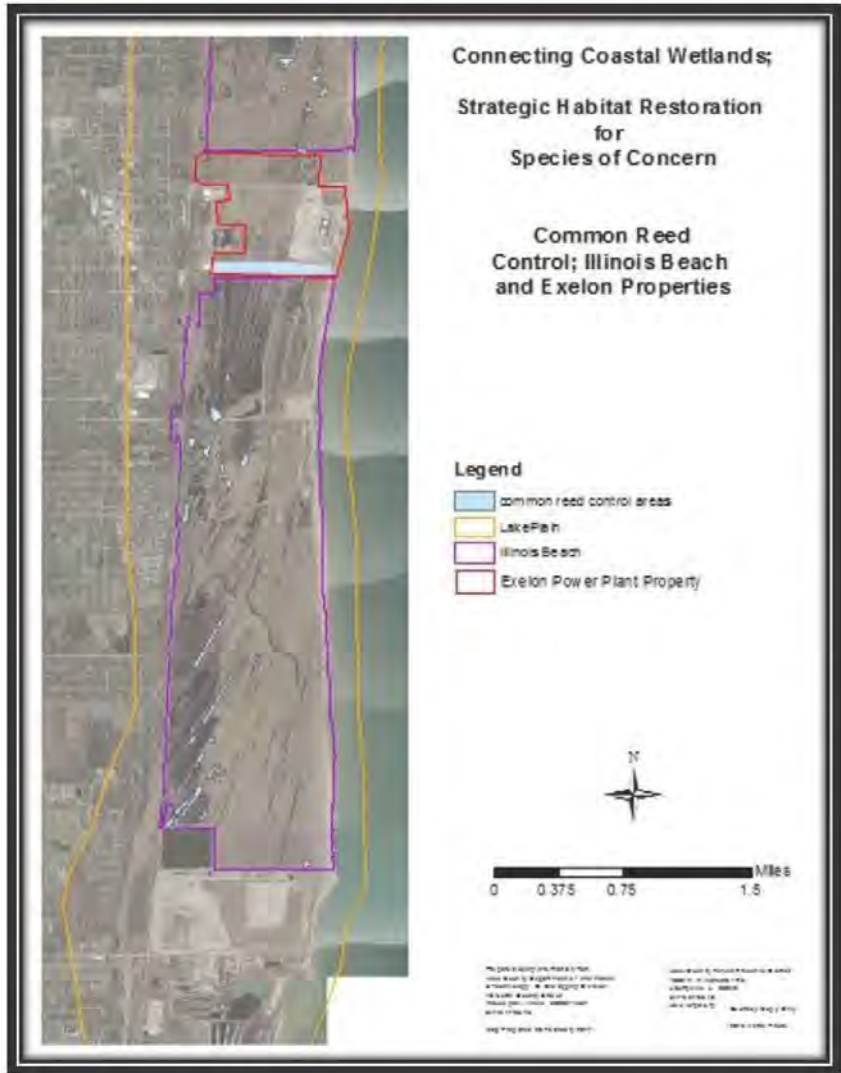
### *WOODY INVASIVE PLANT CLEARING TO CONNECT LARGE HABITAT AREAS FOR EASTERN PRAIRIE FRINGED ORCHID AND BLANDING'S TURTLE*

Woody encroachment due to decades of fire suppression is a major threat to prairie habitat and the rare species they support. With this grant woody invasive plant removal in the Lake Plain will expand to an additional 550 acres to increase connectivity with areas previously cleared and improve nesting habitat for Blanding's turtle and suitable habitat for eastern prairie fringed orchid, among other species. Partners are targeting areas of low and high density woody invasive plant where fire can be used within the next two years to maintain woody plant control.





**WETLAND INVASIVE PLANT CONTROL TO CONNECT AND PROTECT HIGH QUALITY COASTAL WETLAND HABITAT**



Common reed easily spread sin to native wetland communities, often spreading from more degraded areas. The Lake Plain supports hundreds of acres of intact, high quality wetlands; however, the spread of common reed into these areas threatens the long term conservation of these rare communities. By the end of 2016 common reed control had been completed across 329 acres within the Lake Plain. Additional funding will allow for the containment and eradication of 25 acres of isolated common reed populations in Illinois Beach, protecting hundreds of high quality wetlands from invasion and also a 43 acre area on the Exelon property directly connected to the south unit of Illinois Beach, preventing further spread into the park and nature preserve.

The goal of our common reed control is to prevent large populations from establishing and controlling the remaining large population (greater than ¼ acre) that is found on Exelon property.





Proposed woody invasives clearing area at Chiwaukee Prairie (left) adjacent to an area already cleared (right)



Example of common reed (middle of picture) on Exelon property adjacent to Illinois Beach Numerous field proven chemical, hand and mechanical removal techniques will be used to control invasive plants in the Lake Plain, including:



Herbiciding small buckthorn with wick applicators



Hand wicking in high quality native communities



Prescribed fire as a long term management tool



Backpack spot spray applications for isolated patches



Hand clearing of woody invasives with brushpile burning



Wick application to cut stumps to prevent resprouting

*USING THE LAKE PLAIN STRIKE TEAM TO PREVENT INVASION BY NEW SPECIES*



**Above:** Japanese knotweed has been eradicated from the Lake Plain

Early detection of potentially invasive plants followed by eradication or containment is one strategy that has been very effective in the Lake Plain. The Strike Team will provide reconnaissance to determine how many populations have been found not present in the Lake plain for two consecutive years (eradicated), control populations that are still present and monitor for new populations.



**Above:** The largest population of spotted knapweed grows just at the southern border Illinois Beach State Park on Johns-Manville property. Containment work will continue with requested funds.



**Above:** Black Swallow-wort has been contained and reduced in abundance but is still present in the Lake Plain as of 2016



The Strike Team is generally a small team that works at an hourly rate across the Lake Plain controlling small populations of high priority species.

## WORKING WITH THE COMMUNITY TO INCREASE STEWARDSHIP IN THE LAKEPLAIN

Working with community groups and programs that engage neighbors of the Lake Plain in conservation and outreach actions adds to partner capacity to management and steward these important natural areas into the future. Volunteer and youth groups play an important role in the proposed project, and represent a strong community dedication to and support for the Lake Plain as a valuable feature in the community. Below are images from workdays, monitoring events and the Youth Conservation Core Crew.



Lake Plain Volunteer Stewardship Leaders



Volunteer Workday, Chiwaukee Prairie



Hosah Prairie workday, Illinois Beach



Youth Conservation Corps Crew



## Exhibit B

### Illinois Beach Scope of Work Plan

**GENERAL INFORMATION:** The two projects outlined in the Scope of WORK will be completed by the Lake County Forest Preserve District and Illinois Department of Natural Resources as per Intergovernmental Agreement. For the actual contract development, the Illinois Department of Natural Resources will provide contract SPECIFICATIONS for work to be done at Illinois Beach State Park that will include and expand upon the below Project outlines.

**LOCATION:** Illinois Beach State Park and Nature Preserve, Lake County, IL

#### **PROJECT 1**

**TITLE: Woody Invasive Plant Clearing**

#### **Project 2:**

**TITLE: Illinois Beach State Park Woody Plant Clearing**

#### **Project 2 Narrative:**

The purpose of this contract is to hire a contractor or contractors on a per acre basis to assist the Illinois Department of Natural Resources in the control of multiple species of invasive native and exotic woody plant species that threaten the integrity and biological diversity of the high quality wet mesic sand prairies, sedge meadows, and oak savannas of Illinois Beach Nature Preserve.

The Contractor(s) will target exotic buckthorns (*Rhamnus cathartica* and *R. frangula*), Japanese barberry (*Berberis thunbergii*), bush honeysuckle (*Lonicera* spp.) and highly invasive cottonwood (*Populus deltoides*), quaking aspen (*Populus tremuloides*), gray dogwood (*Cornus racemosa*) and sandbar willow (*Salix interior*) throughout across 672 acres designated for restoration. Areas targeted for restoration will be mapped and prioritized by the IDNR. Implementation of brush clearing efforts will be closely integrated with continued efforts to control other exotic and native invasive species throughout the preserve, including cattail (*Typha augustifolia*), phragmites (*Phragmites australis*) and others. Targeted areas will focus on sites that will result in large, landscape-scale restorations of native plant communities initiated in 2011, and which complement those early restoration efforts. The Work of this project shall include all labor and equipment to complete control of these targeted exotic and native invasive woody plant species within Illinois Beach Nature Preserve.

Work shall include selective foliar spray and basal bark treatment of quaking aspen stands prior to clearing in order to preclude triggering of mass re-sprout response. Brush mowing and selective physical clearing of other woody species may precede chemical treatment. Targeted areas shall be mapped and files provided to the Contractor in digital format using Google Earth KMZ files to assist in tracking treatment and facilitate identification of polygon locations.

Removal efforts will take place over a two-year time period, with chemical control taking place during months determined to be optimal for control of each target species, and with physical clearing taking place in winter months when plants are dormant and soils frozen to preclude damage or compaction in areas where tracked machinery is used. The Contractor shall provide herbicides, surfactants, water conditioners, dye and all labor and equipment, including vehicles, sprayers, wick applicators, and time for travel and mixing of herbicide (off-site), etc., for chemical treatment, and all necessary mechanized equipment, including deck mowers, seppi or Rohwer mowers, and grapples, mounted on rubber tracked vehicles, and chainsaws and brush cutters necessary to clear areas based on a per acre rate.

No chemical treatment will be conducted on rain-days or days when rain is likely to occur (See Treatment Protocol below).

## **Project 2 Details:**

### Exotic and Invasive Woody Species Removal- Management Goals

The goal is physical removal and subsequent kill of 95% of targeted species within each mapped polygon of the project site across 150 acres.

### Treatment Methods

Treatment methods used by the Contractor shall vary depending on the target species and the quality of the community. In general, the following methods shall be used:

- A. CHEMICAL CONTROL** – The majority of the work included in this phase of the project shall consist of chemical application to limit re-sprouting and control of the selected target species. All herbicides shall be applied according to the manufactures label specifications. All water-based herbicides shall be applied with a non-ionic surfactant, water conditioner (if specified on label), and a pH Balancer (if specified on the label), or for basal bark application, in conjunction with approved vegetable-based basal oils.

*a. Basal Bark and Cut Stump Treatment* - This method of herbicide application shall take place prior to cutting any quaking aspen >4ft in height, and following stem removal, for all other species. This shall be accomplished by utilizing low pressure, quick shut spray nozzles for basal bark application, and wick or sponge-type applicators for cut stump treatment. Un-stems shall be treated with basal bark application from the ground surface up at least 6 inches from the root collar.

*b. Small Woody Stems* - May be treated using foliar spray in areas of dense monotypic stands where non-target spray drift is minimal. The use of a portable backpack and spray wand / nozzle that can be used to selectively spot spray or broadcast spray target species. The Contractor may use a backpack spray application in highly disturbed, low quality areas as determined by the IDNR.

**B. MECHANICAL CONTROL**

*a. Hand Clearing Woody Species* - Hand cutting methods that may be used by the contractor include the following: chain saws, brush clearing saws, handsaws and loppers. All stems in upland areas shall be cut level (horizontal) at a height of no more than 2 inches above the soil surface. All stems in submerged or aquatic zones shall be cut level at a height of 4 inches above the water or ice surface. All stems shall be cut horizontally flat. Brush shall be piled by the Contractor in locations designated by the IDNR. The Contractor shall be responsible for burning the brush piles for removal.

*b. Mechanized Removal* – A rubber-tracked vehicle (i.e., skid steer) of PSI <2.0 may be used in designated areas for clearing. A deck, seppi or Rohwer mower may be used, but shall not be employed to cut any stems over 2” dbh. Stumps mechanically sheared shall be left >4” above the ground surface so that clearing saws may be used to evenly cut the stump in preparation for chemical treatment. Larger material must be hand cut, stacked (by hand or using grapple on rubber tracked vehicles), and burned on site.

### Targeted Species

Target species include, but are not limited to:

Common buckthorn *Rhamnus cathartica*  
Glossy buckthorn (*R. frangula*)  
Japanese barberry (*Berberis thunbergii*)  
Bush honeysuckle (*Lonicera* spp.)

Cottonwood (*Populus deltoides*),  
Quaking aspen (*Populus tremuloides*),  
Gray dogwood (*Cornus racemosa*)  
Sandbar willow (*Salix interior*)

### Herbicide Mixes and Timing of Treatment

The IDNR will work with the Contractor to determine the best chemical treatment application, including specific herbicide mix and timing of treatment for each target species.

### Herbicides

Herbicides (Trade Names) that may be used by the Contractor to complete herbicide treatments include, but are not limited to:

- Clearcast
- 2-4D
- AquaMaster/Aquaneat
- Round-up
- 
- Journey
- Garlon 3A
- Garlon 4
- Habitat

An aquatic-approved herbicide (e.g., Garlon 3A, Aquamaster, Habitat) shall be used to treat all populations growing in or near standing water.

IDNR Project Manager shall approve herbicide type, timing of application and application method for each target species at the project site. The IDNR shall require that the Contractor use a dye in the herbicide mix to help the Contractor and Project Manager assess where herbicide has been applied.

### Treatment Protocol

The Contractor shall be responsible for positively identifying all target species before they are cut or herbicide applied. Failure to do so may incur unnecessary damage done to the IDNR, and shall be repaired or replanted at the Contractors expense. Any replacement materials are subject to IDNR's approval.

#### *Weather Conditions*

The Contractor shall adhere to the following protocol when determining whether conditions are appropriate for chemical application:

1. Wind speeds within the label specifications at the project site.
2. Daytime temperature is below label recommendations (critical for herbicides that volatilize)
3. If the chance of precipitation is 40% or greater, the contractor shall call the IDNR's Project Manager 24 hours in advance of the predicted weather to discuss work for the day in question.
4. The Contractor shall not apply herbicide if the likelihood of precipitation is greater than 50% within the next 12 hours, unless otherwise directed by the IDNR.
5. If weather conditions are questionable, the decision to proceed shall be left to the discretion of the IDNR's Project Manager.

Application shall be done by State of Illinois Licensed Pesticide Operator or Applicator only. Current licenses of all operators and applicators shall be provided to the IDNR with photo ID prior to commencement of work.

Herbicide shall not be mixed at the project site.



Mix only the amount of solution to be used in 1-3 days (reduced activity may result with use of leftover solution).

### Project Schedule

The contract schedule will vary depending on the target species and optimal time for treatment, the Contractor's crew size, rain days, etc. In general, the schedule for control projects will be guided by best management practices and appropriate timing to reduce impact to non-target species. Prior to the contract start date, the contractor shall have a meeting with the IDNR's Project Manager to determine an appropriate schedule crew size. This project and the acres to be treated or cleared in these contracts will be determined by the cost per acre for each phase of the project and total funds allotted for the clearing work. Dates and target species populations may be changed at the IDNR's discretion based on budget and prioritization.

Commencement date shall be as soon after contract is signed by all parties, and shall be strictly adhered to unless Project Manager informs Contractor of delays due to unfavorable conditions.

Project areas may be changed or substituted based on site conditions, density of new invasive plants growth, etc., at the IDNRs discretion.

### **Performance Evaluation Statement.**

The project goal is to achieve 95% - 100% kill of all targeted species within the mapped project sites within a 2-year time period.

Work shall be completed in a diligent, efficient, and timely manner. The IDNR will conduct unannounced site inspections to assess the efficiency of the field crew. If at any time, the IDNR observes work that is unacceptable, whether in application or in efficiency, the Contractor shall be required to replace the field staff in question with another qualified staff member.

### **PROJECT 2:**

**TITLE: Illinois Beach State Park Invasive Plant Strike Team**

### **Project 3 Narrative:**

The purpose of this contract is to hire a contractor on an hourly basis to assist partners in the control of multiple small populations of invasive plant species that are considered early detection throughout Illinois Beach State Park.

The Contractor will locate target populations for control as prioritized by the IDNR and to enter new population locations as they are identified in the Illinois Beach State Park. Implementation of a landscape-scale effort to detect and eradicate early-detection invasive species will significantly reduce the future negative ecological impacts and costs of managing these invasive species if they are allowed to expand. The Work of this project shall include all labor and equipment to complete control of select early detection invasive plants within Illinois Beach State Park, including, but not limited to: Japanese Knotweed (*Polygonum cuspidatum*), Oriental Bittersweet (*Celastrus orbiculatus*), Black Swallow-wort (*Cynanchum louiseae*), Giant Manna Grass (*Glyceria maxima*), Leafy Spurge (*Euphorbia esula*), an isolated population of Crown vetch (*Corolla varia*) and Spotted Knapweed (*Centaurea maculosa*) and

species that are considered widespread regionally but occur in localized populations within the SITE, including invasive cattails (*Typha* spp.), phragmites (*Phragmites communis*) and reed canary grass (*Phalaris australis*) Work will also include monitoring for new populations adjacent to known populations and in new areas as defined by the IDNR.

Work shall include selective foliar spray and wick application of herbicide, chemical treatment of small woody vines and resprouts. Known target population locations shall be provided to the Contractor on 8.5 x 11 " maps.

Control efforts will take place over a two year time period and at a time that is determined to be optimal for control of each target species. The Contractor shall provide herbicides, water for mixing, surfactants, water conditioners, dye and all labor and equipment, including vehicles, sprayers, wick applicators, and time for travel and mixing of herbicide (off-site), etc., based on an hourly rate, to complete the projects.

No work will be conducted on rain-days or days when rain is likely to occur (See Treatment Protocol below).

### **Project 3 Details:**

#### Invasive Plant Management Goal

The goal is 95% - 100% kill of each population of all target species at each project site and prevention of flowering of all target species populations.

#### Treatment Methods

Treatment methods used by the Contractor shall vary depending on the target species, quality of the community, and specificity required. In general, the following methods shall be used:

- C. CHEMICAL CONTROL** – The majority of the work included in this project shall consist of chemical application to control selected target species. All herbicides shall be applied according to the manufactures label specifications. All herbicides shall be applied with a non-ionic surfactant, water conditioner (if specified on label), and a pH Balancer (if specified on the label).
- c. Wick Application* – The use of highly selective absorbent material that provides complete coverage of herbicide mix on leaves, stems, and or cut stumps (Hand wicking with an absorbent glove, wick bars for swiping larger areas). Wick applications generally require a higher percent concentration of chemical application compared to other application methods. A wick application shall be used on target species, such as Cattails, Common Reed, cut woody stumps and small stems. The Contractor shall also use the wick application method in areas of high quality vegetation or in areas where desirable natives are intermixed with target species, as designated by the IDNR.
- d. Cut Stump Treatment* - This herbicide application shall take place on the same day the woody species to be treated are cut, weather conditions permitting. This shall be accomplished by utilizing wick or sponge-type applicators only. No herbicide applications shall be made with broadcast spray equipment.
- e. Small Woody Stems* - Small stems (i.e., 1-2 cm diameter at base) shall be wick or sponge treated with a basal bark application from the ground surface up at least 6 inches from the root collar.

- f. Backpack Spray Application* – The use of a portable backpack and spray wand / nozzle that can be used to selectively spot spray or broadcast spray target species. Spray application generally use a lower percent concentration of chemical application compared to a wick application. The Contractor may use a backpack spray application in highly disturbed, low quality areas as determined by the IDNR. The Contractor shall not use a spray application to treat cut stumps.

#### **D. CULTURAL CONTROL**

- c. Hand Clearing Woody Species* - Hand cutting methods that may be used by the contractor include the following: chain saws, brush clearing saws, handsaws and loppers. All stems in upland areas shall be cut level (horizontal) at a height of no more than 2 inches above the soil surface. All stems in submerged or aquatic zones shall be cut level at a height of 4 inches above the water or ice surface. All stems shall be cut horizontally flat. Brush shall be piled by the Contractor in locations designated by the IDNR. The Contractor shall not be responsible for burning or removal of the brush piles.
- d. Hand Pulling* – Hand pulling shall be used by the Contractor to remove target species as determined by the IDNR. Any hand pulled material shall be bagged and removed from the site.

#### Target Species

Target species include, but are not limited to:

Oriental Bittersweet	Spotted knapweed
Leafy spurge	Cypress spurge
Crown vetch	Cattails
Japanese knotweed	Phragmites
Black swallow-wort	Reed Canary Grass
Giant manna grass	

#### Herbicide Mixes and Timing of Treatment

The IDNR will work with the Contractor to determine the best chemical treatment application, including specific herbicide mix and timing of treatment for each target species.

#### Herbicides

Herbicides (Trade Names) that may be used by the Contractor to complete herbicide treatments include, but are not limited to:

- Transline
- Clearcast
- 2-4D
- AquaMaster/Aquaneat
- Round-up
- Journey
- Poast
- Garlon 3A
- Garlon 4
- Habitat

An aquatic-approved Glyphosate herbicide (e.g., Aquamaster) or Habitat shall be used to treat all populations growing in or near standing water.

IDNR Project Manager shall approve herbicide type, timing of application and application method for each target species at the project site. The IDNR shall require that the Contractor use a dye in the herbicide mix to help the Contractor and Project Manager assess where herbicide has been applied.

#### Treatment Protocol

The Contractor shall be responsible for positively identifying all target species before they are cut or herbicided. Failure to do so may incur unnecessary damage done to the IDNR, and shall be repaired or replanted at the Contractors expense. Any replacement materials are subject to IDNR's approval.

#### *Weather Conditions*

The Contractor shall adhere to the following protocol when determining whether conditions are appropriate for chemical application:

6. Wind speeds within the label specifications at the project site.
7. Daytime temperature is below label recommendations (critical for herbicides that volatilize)
8. If the chance of precipitation is 40% or greater, the contractor shall call the IDNR's Project Manager 24 hours in advance of the predicted weather to discuss work for the day in question.
9. The Contractor shall not apply herbicide if the likelihood of precipitation is greater than 50% within the next 12 hours, unless otherwise directed by the IDNR.
10. If weather conditions are questionable, the decision to proceed shall be left to the discretion of the IDNR's Project Manager.

Application shall be done by State of Illinois Licensed Pesticide Operator or Applicator only. Current licenses of all operators and applicators shall be provided to the IDNR with photo ID prior to commencement of work.

Herbicide shall not be mixed at the project site.

Mix only the amount of solution to be used in 1-3 days (reduced activity may result with use of leftover solution).

#### Monitoring for New Populations

Contractor shall identify and map new populations of target early detection species in areas designated by the IDNR and report those populations to the New Invaders Watch Program (IL) data collection and reporting standard. The Contractor shall also provide the IDNR a electronic copy of a shapefile showing all new populations identified in the Illinois Beach State (point locations only).

#### Project Schedule

The contract schedule will vary depending on the target species and optimal time for treatment, the Contractor's crew size, rain days, etc. In general, the schedule for control projects will be guided by best management practices and appropriate timing to reduce impact to non-target

species. Prior to the contract start date, the contractor shall have a meeting with the IDNR's Project Manager to determine an appropriate schedule crew size. This projects and hours included in this contract can be accomplished by a 2 person crew working approximately 2 months in the growing season (not necessarily consecutive days).

The contractor may work longer days (longer than 8 hours) if desired to take advantage of good weather conditions with prior approval by the IDNR. Saturday work hours may be approved by IDNR.

Dates and target species populations may be changed at the IDNR's discretion based on budget and prioritization.

Commencement date (April 1, 2018) shall be strictly adhered to unless Project Manager informs Contractor of delays due to unfavorable conditions.

Projects may be changed or substituted based on site conditions, density of new invasive plants growth, etc., at the IDNRs discretion.

#### **Performance Evaluation Statement.**

The project goal is to achieve 95% - 100% kill of all target species at all project sites within a 2-year time period and 100% prevention of flowering of each target species. Travel time to project sites shall not be included in billed work hours.

Work shall be completed in a diligent, efficient, and timely manner. The IDNR will conduct un-announced site inspections to assess the efficiency of the field crew. If at any time, the IDNR observes work that is unacceptable, whether in application or in efficiency, the Contractor shall be required to replace the field staff in question with another qualified staff member.

The IDNR has carefully estimated the time it has taken contractors in the past to complete similar invasive plant control work to attain 95% kill at each project site. If the contractor does not attain 95% kill of a target species in the time estimated by the IDNR, the Contractor shall be responsible for supplying additional labor, materials and equipment to attain the goal, at no additional cost.

Attachment I

National Fish and Wildlife Terms and Provisions

	<b>NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT</b>	<b>1. NFWF PROPOSAL ID:</b> 56218	<b>2. NFWF GRANT ID:</b> 0501.17.056218	
		<b>3. UNIQUE ENTITY IDENTIFIER (DUNS #)</b> 089634273	<b>4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS)</b> N/A	
<b>5. SUBRECIPIENT TYPE</b> State or Local Government		<b>6. NFWF SUBRECIPIENT</b> Lake County Forest Preserve District		
<b>7. NFWF SUBRECIPIENT CONTACT</b>		<b>8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION</b>		
Debbie Maurer Lake County Forest Preserve District 1899 Winchester Road Libertyville, IL 60048 Tel: 847-276-6943 <a href="mailto:dmaurer@lcfpd.org">dmaurer@lcfpd.org</a>		Zeina Al Taha National Fish and Wildlife Foundation 1133 15 <sup>th</sup> Street, N.W. Suite 1000 Washington, D.C. 20005 Tel: 202-857-0166 Fax: 202-857-0162 <a href="mailto:Zeina.ALTaha@nfwf.org">Zeina.ALTaha@nfwf.org</a>		
<b>9. PROJECT TITLE</b> Connecting Coastal Wetlands; Strategic Habitat Restoration for Species of Concern (IL)				
<b>10. PROJECT DESCRIPTION</b> Restore connecting habitat key to sustaining and enhancing the biodiversity of the rare Lake Plain ecosystem. The project will restore critical blocks of land via invasive plant and prescribed burn management strategies to increase acreage of connected quality habitat for Blanding's turtle and other federally and state listed species of concern.				
<b>11. PERIOD OF PERFORMANCE</b> September 1, 2017 to August 31, 2020	<b>12. TOTAL AWARD TO SUBRECIPIENT</b> \$1,000,000	<b>13. TOTAL FED. FUNDS</b> \$1,000,000	<b>14. TOTAL NON-FED. FUNDS</b> N/A	
<b>15. FEDERAL MATCH REQUIREMENT</b> N/A		<b>16. NON-FEDERAL MATCH REQUIREMENT</b> \$645,048		
<b>17. SUBRECIPIENT INDIRECT COST RATE TERMS</b>  The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.				
<b>18. TABLE OF CONTENTS</b>				
SEC.	DESCRIPTION			
1	NFWF Agreement Administration			
2	NFWF Agreement Clauses			
3	Representations, Certifications, and Other Statements – General			
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General			
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific			
6	Other Representations, Certifications, Statements and Clauses			

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL						
A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. CFDA
U.S. Fish and Wildlife Service	FC.R284	June 11, 2016	F16AP01029	\$9,075,133.01	\$21,336.58	15.662
U.S. Fish and Wildlife Service	FC.R306	July 31,2017	F17AP00313	\$4,125,239	\$978,663.42	15.662

20. NOTICE OF AWARD			
<p>The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Grant Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Grant Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law, required of a subrecipient of Federal grant or cooperative agreement funds. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.</p>			
A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print)		D. NAME AND TITLE OF NFWF AWARDING OFFICIAL	
<p><i>Alex Ty Kouach</i></p>		Eric Schwaab, Vice President of Conservation Programs	
B. SUBRECIPIENT BY	C. DATE	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY	F. DATE
<p><i>[Signature]</i></p>	<p>9/26/2017</p>		

See Reporting Schedule on the following page.



**21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE**

<b>Task Due Date</b>	<b>Reporting Task</b>
October 31, 2017	Annual Financial Report
September 1, 2018	Interim Programmatic Report
October 31, 2018	Annual Financial Report
September 1, 2019	Interim Programmatic Report
October 31, 2019	Annual Financial Report
November 30, 2020	Final Financial Report
November 30, 2020	Final Programmatic Report



## SECTION 1 AGREEMENT ADMINISTRATION

### 1.1. Project Description/Purpose of Grant.

Restore connecting habitat key to sustaining and enhancing the biodiversity of the rare Lake Plain ecosystem. The project will restore critical blocks of land via invasive plant and prescribed burn management strategies to increase acreage of connected quality habitat for Blanding's turtle and other federally and state listed species of concern.

### 1.2. Amendments.

During the life of the Project, the NFWF Subrecipient is required to inform the NFWF Grants Administrator of any changes in contact information or in the Project scope of work, as well as any difficulties in completing the performance goals articulated by the Project description immediately. If the NFWF Subrecipient determines that the amount of the budget is going to change in any one budget category by an amount that exceeds 10% of the Award, the NFWF Subrecipient must seek prior written approval from the Grants Administrator. NFWF Subrecipients must seek an amendment request upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. However, NFWF may initiate the amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's Easygrants system.

### 1.3. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other Federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another Federal award except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs when authorized by Federal statute; (6) Are provided for in the approved budget when required by the Federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Grant Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions.

**1.3.1. Documentation and Reporting of Matching Contributions.** The NFWF Subrecipient must retain detailed time records for contributed services and original receipts and appraisals of real property and comparable rentals for other contributed

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(IL))

Template: 9/15/2016

property at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable Federal regulations.

**1.3.2. Cash, Goods and Services, and/or Property.** The NFWF Subrecipient must report to NFWF as a part of the Final Report, the Matching Contributions received by the NFWF Subrecipient and expended in connection with the Project. Fair market value of donated goods and services, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter "OMB Uniform Guidance"), regardless of whether this Grant Agreement is federally funded.

**1.3.3. Property.** The NFWF Subrecipient may have a third party donor submit a letter to NFWF, documenting the fair market value and date of a Matching Contribution and stating that the donation is non-Federal, voluntary, and intended to qualify as a Matching Contribution. A letter provided to document a donation of real property must be accompanied by an appraisal by a certified appraiser; a letter provided to document rental of equipment or space must list three comparable rentals in the location of the Project.

#### **1.4. Payment of Funds.**

To be eligible to receive funds, NFWF Subrecipient must (1) return to NFWF an original executed copy of the grant agreement for the Project; (2) submit any due financial and programmatic reports; and (3) submit a complete and accurate payment request. NFWF Subrecipient may request funds by submitting a Payment Request via Easygrants. NFWF Subrecipient may request advance payment of funds prior to expenditure provided that (1) NFWF Subrecipient demonstrates an immediate need for advance payment; and (2) NFWF Subrecipient documents expenditure of advanced funds on the next payment request and/or required financial report to NFWF. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient's needs. In all other cases, funds are disbursed on a reimbursable basis. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of the final reports.

#### **1.5. Reports.**

##### **1.5.1 Interim Programmatic and Financial Reports.**

The NFWF Subrecipient will submit interim programmatic and financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement. The interim programmatic report shall consist of written statements of Project accomplishments since Project initiation, or since the last reporting period, and shall be uploaded via NFWF's Easygrants system. The interim financial report shall consist of financial information detailing cumulative receipts and expenditures made under this Project since Project initiation, and shall be uploaded via NFWF's Easygrants system.

##### **1.5.2. Annual Financial Report.**

An annual financial report detailing cumulative receipts and expenditures made under this Project is required annually, due on October 31st of each year of the grant term. In the annual financial report, the NFWF Subrecipient must report the amount of NFWF Funds expended during NFWF's fiscal year (October 1 – September 30). The NFWF Subrecipient

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(IL))

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must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

### **1.5.3. Final Reports.**

No later than 90 days after the completion of the Project, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project receipts, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and evaluating the accomplishments achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) Photographs as described in Section 1.5.3.1 below. The final reports and digital photo files should be uploaded via NFWF's Easygrants system. Any requests for extensions of the final reports submission date must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance.

#### **1.5.3.1. Photographs.**

Together with the Final Programmatic Report NFWF Subrecipient will submit a representative number (minimum of 5) of high-resolution (minimum 300 dpi) photographs depicting the Project. Photographs should be uploaded via NFWF's Easygrants system as individual .jpg files. NFWF requests, as appropriate for the Project, before-and-after images of the Project, images of species impacted by the Project, and images of staff/volunteers working on the Project. In the Final Programmatic Report narrative include for each submitted photograph the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information. By uploading photographs to NFWF's Easygrants system the NFWF Subrecipient certifies that the photographs are unencumbered and may be used by NFWF and Project Funders as part of or separately from the permissions pertaining to the use of posting of Final Reports in Section 2.

### **1.5.4 Significant Developments.**

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

**1.5.4.1** Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and,

**1.5.4.2** Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

**1.5.5. Certification and Representation.**

For each report in this section, except for 1.5.4, NFWF Subrecipient shall include the appropriate certification and representation pursuant to section 4.8.

**1.6. Access to Records.**

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the close-out of all pending matters or audits related to this Agreement, whichever is later. NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. NFWF Subrecipient must maintain records that demonstrate its compliance with federal statutory and regulatory requirements and that it is meeting the subaward project goals. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition.

## **SECTION 2 NFWF AGREEMENT CLAUSES**

### **2.1. Restrictions on Use of Funds.**

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Grant Agreement. No funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Grant Agreement or allowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

### **2.2. Assignment.**

The NFWF Subrecipient may not assign this Grant Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

### **2.3. Subawards and Contracts.**

When making subawards or contracting, NFWF Subrecipient (1) shall abide by all required granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance; (2) shall ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the provisions of the OMB Uniform Guidance; and (3) shall ensure that such subaward or contracting complies with the requirements in Section 2.9.2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state and local requirements to lower-tiered subawardees and contractors.

### **2.4. Unexpended Funds.**

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

### **2.5. Publicity and Acknowledgement of Support.**

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Grant Agreement and the Project in press releases, publications and other public communications. NFWF Subrecipient agrees to: (i) give appropriate credit to NFWF and any Funding Sources identified in this Grant Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Grant Agreement or any of the project deliverables associated with this Grant Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (ii) include the disclaimer provided for herein. The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo of any Funding Source.

### **2.5.1. Disclaimers.**

Payments made to the NFWF Subrecipient under this Grant Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Grant Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Grant Agreement shall carry the following disclaimer:

**For Projects funded in whole or part with Federal funds:** "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

**For Projects not funded with Federal funds:** "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

### **2.6. Posting of Final Reports.**

The NFWF Subrecipient hereby acknowledges its consent for NFWF and any Funding Source identified in this Grant Agreement to post its final reports on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Grant Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

### **2.7. Website Links.**

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all of NFWF's websites to any websites created by the NFWF Subrecipient in connection with the Project.

### **2.8. Evaluation.**

The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project for a period of five (5) years after the project end date, unless if any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place so as to extend the retention period.

## **2.9. Compliance with Laws.**

**2.9.1 In General.** The NFWF Subrecipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Grant Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Grant Agreement.

### **2.9.2. Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Other Restrictions.**

**2.9.2.1.** The NFWF Subrecipient shall ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), the UK Bribery Act 2010, or any other applicable anti-corruption laws or regulations in the countries in which the NFWF Subrecipient performs under this Grant Agreement.

**2.9.2.2.** The NFWF Subrecipient shall not provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac); (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at [http://www.un.org/sc/committees/1267/aa\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aa_sanctions_list.shtml); (3) on the consolidated list maintained by the U.S. Department of Commerce at [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp), or (4) on such other list as NFWF may identify from time to time.

**2.9.2.3.** The NFWF Subrecipient shall ensure that its activities under this Grant Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.



**2.10. Arbitration.**

All claims, disputes, and other matters in question arising out of, or relating to this Grant Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Grant Agreement.

**2.11. Indemnity.**

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Grant Agreement.

**2.12. Insurance.**

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this grant agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Grant Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Grant Agreement.

**2.13. Choice of Law/Jurisdiction.**

This Grant Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Grant Agreement, the NFWF Subrecipient agrees to submit to the jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Grant Agreement.

**2.14. Termination.**

**2.14.1.** Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Grant Agreement, or any portion thereunder, for default effective upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

**2.14.1.1.** The NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

**2.14.1.2.** The NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

**2.14.1.3.** In the event of suspension or debarment by the Government of the NFWF Subrecipient; or,

**2.14.1.4.** In the event of any breach of the requirements set forth in Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions; or,

**2.14.1.5.** In the event NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes cannot be mitigated; or,

**2.14.1.6.** After written notice and a reasonable opportunity to cure the perceived non-compliance with any material term of this Grant Agreement. The cure period shall be considered the timeframe specified by the Government, if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Government, ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Grant Agreement.

**2.14.2.** Either Party may terminate this Grant Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party. NFWF shall have the right to terminate this Agreement in whole or in part at any time, if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

**2.14.3.** In the event of termination of this Grant Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

**2.14.3.1.** Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

**2.14.3.2.** Place no further work orders or enter into any further subawards or contracts for materials, services or facilities, except as necessary to complete work as specified in NFWF's notice.

**2.14.3.3.** Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

**2.14.3.4.** With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts.

**2.14.3.5.** Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Grant Agreement, whether completed or in progress.

**2.14.3.6.** Return to NFWF any unobligated portion of the Award.

**2.15. Entire Agreement.**

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

**2.16. Severability.**

Each provision of this Grant Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

**2.17. Interpretation and Construction.**

**2.17.1.** This Grant Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Grant Agreement and another portion of this Grant Agreement, first the Sections will apply, then any supplemental attachments.

**2.17.2.** The title designations of the provisions to this Grant Agreement are for convenience only and shall not affect the interpretation or construction of this Grant Agreement.

**2.17.3.** Every right or remedy conferred by this Grant Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

**2.17.4.** The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Grant Agreement,

a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

**2.17.5.** Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Grant Agreement, the rights and obligations of this Grant Agreement which by their nature extend beyond its expiration or termination shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

## **SECTION 3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS GENERAL**

### **3.1. Binding Obligation.**

By execution of this Grant Agreement, NFWF Subrecipient represents and certifies that this Grant Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Grant Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Grant Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

### **3.2. Additional Support.**

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Grant Agreement.

### **3.3. Compliance with Laws.**

By execution of this Grant Agreement and through its continued performance hereunder, the NFWF Subrecipient represents and certifies that it is conducting all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents.

### **3.4. Conflicts of Interest.**

By execution of this Grant Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Grant Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Grant Agreement, NFWF subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

## **SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS**

**4.1.** If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable Federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

If the NFWF Subrecipient is a Non-Profit Organization, Institution of Higher Education, State, Local or Tribal Government, it will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable Federal regulations.

If NFWF Subrecipient subawards any portion of the Project under this Agreement to a third-party, NFWF Subrecipient shall, at a minimum, flow down those requirements and provisions required to be flowed down pursuant to the applicable regulations set forth above.

### **4.2. A-133 and 2 CFR § 200 Subpart F Audits.**

It is the responsibility of subrecipients that are Non-Profit Organizations, State, Local or Tribal Governments to arrange for the conduct of audits as required by either OMB Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" or 2 CFR Part 200, Subpart F – Audit Requirements, whichever is applicable.

### **4.3. Interest.**

Any interest earned in any one year on Federal funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the Subrecipient for administrative expense.

### **4.4. Subrecipient Debarment and Suspensions.**

Unless NFWF Subrecipient has submitted a written justification fourteen (14) days prior to execution of this Grant Agreement, stating the reason that this term does not apply, which has been expressly accepted and approved by NFWF prior to execution, by and through NFWF Subrecipient's execution of this Grant Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

### **4.5. Mandatory Disclosure.**

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in this Grant

Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

#### 4.6. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subaward and contracts, including a requirement that Subrecipients similarly flow down these provisions all lower-tiered subawards and subcontracts. The provision is cited herein:

- a. Trafficking in persons.
  1. *Provisions applicable to a recipient that is a private entity.*
    - i. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
      - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      - b. Procure a commercial sex act during the period of time that the award is in effect; or
      - c. Use forced labor in the performance of the award or subawards under the award.
    - ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
      - 1.1. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      - 1.2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
        1. Associated with performance under this award; or
        2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].
  2. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
    - i. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      - a. Associated with performance under this award; or
      - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"

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as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

3. *Provisions applicable to any recipient-*
  - i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - 1.2.1. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. *Definitions.* For purposes of this award term:
  - i. "Employee" means either:
    - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - iii. "Private entity":
    - a. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - b. Includes:
      1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      2. A for-profit organization.
  - 1.2.2. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

#### **4.7. Subrecipient Monitoring Requirements.**

NFWF Subrecipients receiving federal funds understand that NFWF may require NFWF Subrecipient to take corrective action measures in response to a deficiency brought to NFWF and NFWF Subrecipient's attention during the course of an audit.



**4.8. Certification and Representation.**

NFWF Subrecipient must submit those certifications and representations required by Federal statutes, or regulations to NFWF on an annual basis. Submission may be required more frequently if the NFWF Subrecipient entity fails to meet a requirement of a Federal award.

Programmatic and financial reports or payment requests under a Federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and certify to the following at time of submission:

By signing this [report] [payment request], I certify to the best of my knowledge and belief that the [report] [payment request] is true, complete, and accurate. [The expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions 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).

**4.9. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection.**

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

**4.10. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.**

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

**4.11. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.**

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

**4.12. 43 CFR §18 New Restrictions on Lobbying.**

The NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC**

**DISCLAIMERS:** Section 2.5.1 Disclaimers for Projects funded in whole or in part with Federal funds does not apply to project agreements with a State Government, Local Government, or Federally-Recognized Indian Tribe.

A visible project identification sign may be erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding.

**ENVIRONMENTAL COMPLIANCE REVIEWS:** No funding is to be transferred to the individual projects until National Environmental Policy Act (NEPA) and other compliance is approved by the U.S. Fish and Wildlife Service. As a condition of award, the Recipient and any sub-recipient(s) must not begin any potentially impactful work related to this award until the Service has notified you in writing that such work can begin. Recipients and sub-recipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

**QUALITY ASSURANCE :**The NFWF Recipient shall complete a Quality Assurance Project Plan (QAPP) in accordance with the Environmental Protection Agency's requirements as detailed in "EPA Requirements for Quality Assurance Project Plans: EPA QA/5" (<http://www.epa.gov/quality/>). The QAPP shall be completed and approved by NFWF prior to any data collection activities.



**SECTION 6 REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS RELATING TO NON-FEDERAL FUNDS – FUNDING SOURCE  
SPECIFIC**

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0501.17.056218 (Connecting Coastal Wetlands; Strategic Habitat Restoration for Species of Concern  
(IL))

Template: 9/15/2016

## Attachment II

### Report Forms

#### Includes:

- i. Interim Reporting Form
- ii. Annual Financial Reporting Form
- iii. Final Reporting Form

Interim Reporting Form  
Sustain Our Great Lakes  
Connecting Coastal Wetlands Restoration Project

**I. IDNR Information**

IDNR Agency Name: \_\_\_\_\_

IDNR Address: \_\_\_\_\_

IDNR Phone/Fax/E-mail: \_\_\_\_\_

**II. Reporting Period**

from \_\_\_\_\_ to \_\_\_\_\_

**III. Project Status Report:**

Reports are to be a concise, quantified description of the WORK accomplished during the reporting period, including any problems and challenges encountered. The IDNR shall format the report to specifically address actions undertaken to accomplish the outputs and outcomes identified in the SCOPE OF WORK. Indicate whether WORK is progressing within the anticipated timeline identified in the SCOPE OF WORK and identify and potential need for a time extension. Include photos to support the narrative.

Narrative:

Annual Financial Reporting Form

National Fish and Wildlife Foundation  
 Sustain Our Great Lakes  
 Connecting Coastal Wetlands Restoration Project

<b>GRANTEE Agency Name</b>						
<b>REPORTING PERIOD DATES</b>						
<b>Start Date</b>	<b>End Date</b>	<b>Expenditure Category (Contractuals or Staff Time)</b>	<b>Tasks Accomplished</b>	<b>Units Completed (e.g., hours, acres)</b>	<b>Cost per Unit</b>	<b>Total Cost</b>
					Subtotal	
					In-Kind Match	(                    )
					Total Reimbursement Request	

If employee or limited term employee time is included in the financial report for reimbursement or in-kind match, provide additional detail in the following time record form and submit with financial report.



Employee Time Record

Agency Name \_\_\_\_\_

Employee Name	Employee Title	REPORTING PERIOD DATES		Hours Worked	Hourly Rate	Total Amount
		Start Date	End Date			
					Subtotal	
					In-Kind Match*	
					Reimbursement**	
					Total Reimbursement Request for Employee Time	

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\* Indicate Amount of Total to be used for In-kind Match  
\*\* Indicate Amount of Total that you are requesting for Reimbursement

Final Reporting Form  
Sustain Our Great Lakes  
Connecting Coastal Wetlands Restoration Project

**IV. IDNR Information**

IDNR Agency Name: \_\_\_\_\_

IDNR Address: \_\_\_\_\_

IDNR Phone/Fax/E-mail: \_\_\_\_\_

**V. Reporting Period**

from \_\_\_\_\_ to \_\_\_\_\_

**VI. Project Final Report:**

Reports are to be a comprehensive, quantified description of the WORK accomplished during the project period, including how problems and challenges encountered were solved. The IDNR shall format the report to specifically address actions undertaken to accomplish the outputs and outcomes identified in the SCOPE OF WORK and whether the outputs and outcomes were accomplished. Provide before, during and after photos of project areas, WORK in progress, and any other actions that demonstrate actions undertaken as a part of this grant. Provide a summary of expenditures, including staff time, which reflects reimbursed expenses and in-kind match.

Narrative:

Attachment III

Addition Schedule for Annual Audit

Schedule of Project Expenditures (Fiscal Year)

Vendor/Contractor Name	Project Element	Invoice Date	Invoice Number	Invoice Amount	Payment Check #	Amount	Amount Claimed for Grant Reimbursement
<i>(Force Account Labor)</i>							
Employee Name & S.S. #	Job Description		Hours Claimed (1)	Hourly Wage (Attach FA-DOC 1)		Total Wages	Amount Claimed for Reimbursement

I hereby certify that the costs shown on the "Schedule of Project Expenditures" are true and correct and based on actual expenditures by the Project Sponsor for the referenced Lake Plain Habitat restoration Project #2010-0074-002 project; that grant reimbursement (payment from the Lake County Forest Preserve District) has not been received for these costs; and that the costs are in accordance with provisions of the National Fish and Wildlife Sustain Our Great Lakes Stewardship Grant program.

ATTESTED BY: \_\_\_\_\_  
 (Signature of local agency's chief fiscal officer)

\_\_\_\_\_  
 Name & Title  
 \_\_\_\_\_  
 (Signature of Chief Administrator/ Elected Official)