Lake County
Forest Preserve District

AGREEMENT
For Administration of Federal Grant Funds

Grant Program: Sustain Our Great Lakes Stewardship Program

Funding Source: **National Fish and Wildlife Foundation (NFWF)**

Project Title: Connecting Coastal Wetlands: Strategic Restoration for Species of Concern

NFWF Project Number: 56218

Grantee: **The University of Wisconsin Board of Regents on Behalf of the University of Wisconsin-Parkside**

Address: **University of Wisconsin-Parkside, 900 Wood Road, P.O. Box 2000 Kenosha, WI. 53141**

Phone: (608) 572-0556 **E-Mail: darogers@wisc.edu**

Project Period: Execution Date: May 1, 2018 Termination Date: August 30, 2020

CDFA # 15.662 U.S Fish & Wildlife Service (FC.R171)

Project Scope of Work: **"**GRANTEE'S Work" is described on Attachment D.

Project Costs: Only The University of Wisconsin Board of Regents on Behalf of the University of Wisconsin Parkside portion of the Project is represented below.

Total Cost: $40,000.00

Federal Assistance Amount: $35,000 Federal Assistance Percentage: 88%

Grantee Responsibility (Match): $5000.00 Grantee Percentage: 12%

This Agreement between the Lake County Forest Preserve District (DISTRICT) and the UNIVERSITY OF WISCONSIN BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF WISCONSIN-PARKSIDE (GRANTEE) is entered into pursuant to all applicable authority, including the Downstate Forest Preserve District Act, 70 ILCS 805/, Article VII, Section 10 of the Illinois Constitution, and the Lake Plain Management Agreement. In consideration of the mutual covenants herewith contained, the parties agree as follows:

(1) The parties acknowledge that:

A. DISTRICT submitted a proposal ("GRANT PROPOSAL") to ("NFWF") for a project entitled "Connecting Coastal Wetlands; Strategic Restoration for Species of Concern" (the Project").

B. DISTRICT has entered into that certain "National Fish and Wildlife Foundation Grant Agreement" with NFWF (the "NFWF Agreement") (Attachment E). Pursuant to the NFWF Agreement, DISTRICT will receive an award from NFWF of $1,000,000.00 to satisfactorily perform the Project in accordance with the Proposal.

C. Pursuant to the NFWF Agreement, DISTRICT is authorized to provide subawards or enter into subcontracts to complete the Project with the prior written approval of NFWF. NFWF has consented in writing to DISTRICT entering into this Agreement with GRANTEE pursuant to which (i) GRANTEE will complete the GRANTEE Work, which is a portion of the Project and (ii) DISTRICT will reimburse GRANTEE for completing the GRANTEE Work.

D. Notwithstanding any other provision of this Agreement, this Agreement is subject to the NFWF Agreement and if a conflict exists between this Agreement and the NFWF Agreement, the NFWF Agreement will control. GRANTEE will abide by all terms and provisions of the NFWF Agreement.

(2) 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 August 30, 2020 or the date upon which the NFWF Agreement terminates (the "Term"). GRANTEE shall complete the GRANTEE Work within the Term. No expenses incurred by GRANTEE will be reimbursed under this Agreement which are incurred by GRANTEE prior to the Execution Date or subsequent to the Term of this Agreement.

(3) GRANTEE will complete the GRANTEE Work in accordance with the GRANT PROPOSAL (Attachment C) and GRANTEE SCOPE OF WORK (Attachment D) the terms and conditions of which are hereby incorporated by reference and made a part of this agreement. GRANTEE will complete the GRANTEE Work even if it has already satisfied its funding obligations pursuant to Section (5).

(4) This Agreement may not be assigned without the prior written approval of the DISTRICT, which approval the District may withhold in its sole and absolute discretion.

(5) AUDITING

A. If GRANTEE 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 GRANTEE shall submit a copy of the A-133 Audit to the DISTRICT within 6 months of the following federal fiscal year.

B. If GRANTEE expends less than $500,000 from all federal sources in a federal fiscal year, GRANTEE shall submit a copy of annual audit with ADDITIONAL SCHEDULE (ATTACHMENT F) within 6 months of the following federal fiscal year.

(6) REPORTING

A. An Interim Performance Report must be submitted to the DISTRICT by the GRANTEE by August 15th of each year (2018, 2019) in the form of Attachment G. The Interim Performance Report is to reflect the GRANTEE Work accomplished from the Execution Date to the first Interim Performance reporting date or to reflect GRANTEE 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 G) shall be submitted to the DISTRICT by the GRANTEE 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 GRANTEE has requested reimbursement for prior to the reporting date. (Attachment G).

C. A Final Performance and Financial Report (in accordance with the form of Attachment G) shall be submitted to the DISTRICT by the GRANTEE no later than 30 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.

(7) The GRANTEE's principal contact to the DISTRICT for this project is as follows:

UNIVERSITY OF WISCONSIN PARKSIDE
900 Woods Road,
P.O. Box 2000
Kenosha, WI. 53141
David Rogers
Telephone: 608-572-0556 E-mail: darogers@wisc.edu

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

LAKE COUNTY FOREST PRESERVE DISTRICT
1899 West Winchester Road
Libertyville, Illinois 60048
Attn: 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.

(9) If GRANTEE desires to issue or participate in media that relate to the Project, 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.

(10) REIMBURSEMENT REQUESTS

GRANTEE will deliver to the DISTRICT a written Request for Reimbursement of costs upon completion of approved GRANTEE Work using the Request for Reimbursement forms (Attachment H). Requests for Reimbursement can be submitted to the DISTRICT as frequently as quarterly, but no less than once per year, unless otherwise approved by the DISTRICT. Copies of all source documents which provide evidence of expenditures paid for, including such items as canceled checks, purchase orders, invoices, annual grant details by federal line for seasonal employees hired for the Project, or other evidence of paid bills shall be submitted with this request. The DISTRICT shall not pay any amount for expenses or labor not specified for the GRANTEE Work. GRANTEE's indirect costs shall not be reimbursable under the Sustain Our Great Lakes Stewardship Grant Program or under this agreement. Reimbursement to GRANTEE shall be processed within 60 days of receipt of the reimbursement request. Reimbursement shall be made to the GRANTEE via check.

(11) In performance of its obligations pursuant to this Agreement, the GRANTEE shall comply with all applicable provisions of federal, state and local laws, ordinances or regulations ("Applicable laws"). All limits or standards set forth in this Agreement to be observed in the performance of the GRANTEE Work are minimum requirements, and shall not affect the application of more restrictive federal, state or local standards which may apply to the GRANTEE Work.

(12) All technical, clerical, and other personnel necessary for the effective performance of the GRANTEE Work shall be employed by GRANTEE, and shall in all respects be subject to the rules and regulations of GRANTEE governing staff members and employees. Neither GRANTEE nor its personnel shall be considered to be agents or employees of the DISTRICT. No legal partnership or agency is established by this Agreement. Neither party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other party or for the account of the other party. Neither party shall be bound by any acts, representations, or conduct of the other.

(13) Obligations of the DISTRICT shall cease immediately without penalty or further payment being required if NFWF terminates the NFWF Agreement or, NFWF or the federal government fails to appropriate, reappropriate or otherwise make available funds for this Agreement. DISTRICT will provide written notification to GRANTEE if DISTRICT learns of any impending change in the status of appropriations which may affect the GRANTEE.

(14) DISTRICT representatives shall have reasonable access to the Project and GRANTEE Work at any reasonable hours during the Term and 5 years thereafter to assess progress or to ensure continuing compliance with applicable requirements.

(15) 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.

(16) The GRANTEE acknowledges and agrees that this Agreement shall be incorporated into and made a part of its invitations for bids, requests for proposals, agreements, and contracts for the GRANTEE Work and all similar documents to ensure full disclosure of the obligations hereunder and that all of GRANTEE's contractors comply with such obligations.

(17) The GRANTEE represents, warrants, and agrees that, in connection with the transactions contemplated by this Agreement: (a) the GRANTEE can lawfully work in the United States; (b) the GRANTEE shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Grant) any permits or licenses required for the GRANTEE'S services under this Grant; (c) the GRANTEE shall comply with all Applicable Laws, including but not limited to any applicable anti-bribery statutes, which are applicable to the GRANTEE Work; and (d) GRANTEE shall not take any actions that might cause the DISTRICT to be in violation of any of such Applicable Laws.

(18) GRANTEE hereby grants to DISTRICT and NFWF 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 GRANTEE for the performance of the GRANTEE Work ("Materials"). The GRANTEE agrees to provide the DISTRICT, and, if requested, NFWF with copies of the Materials at no cost.

(19) The GRANTEE may not use the DISTRICT's name and/or logo in any way without prior written consent from the DISTRICT.

(20) The work to be performed under this Grant shall be performed entirely at the GRANTEE's risk

(21) Reimbursement for purchase of equipment is not allowable and not a part of the GRANT PROPOSAL or the GRANTEE WORK. Costs for purchased equipment used to perform the GRANTEE WORK shall not be reimbursable by the DISTRICT to the GRANTEE.

(22) FEDERAL REQUIREMENTS

A. In the event that any payments to the GRANTEE under this Agreement are subsequently disallowed by audit as items of eligible costs, the GRANTEE will reimburse the total disallowed amount to NFWF, without prejudice, however, to the GRANTEE'S right thereafter to establish the eligibility of such amount under this Agreement.

B. The GRANTEE 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.

C. Based on the legal status of the GRANTEE'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);

D. For contracts exceeding $100,000, the GRANTEE certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an 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.

(ii) 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.

(iii) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

E. The GRANTEE certifies that it will use U.S. flag air carrier service, when required, for all air travel funded by the U.S. Government in accordance with the "Fly America Act" (49 U.S.C. 40118 and 41 CFR 301).

(23) REAL PROPERTY

A. The GRANTEE is fully responsible for and must assume all operation and maintenance costs and responsibilities for work on its property associated with the Project. The DISTRICT will not be responsible for any operation and maintenance costs associated with the Project, unless the costs are to operate and maintain DISTRICT property.

B. If Sustain Our Great Lakes Grant Program funds are used, in part or solely, to install conservation or habitat practices on a property or to acquire interests in real property, such property cannot be developed or used in any manner that is not compatible with sustaining the practices implemented, or with perpetuating the ecological conditions that were preserved, through the acquisition, unless otherwise specified in the terms and conditions of the grant. No changes or disturbance will be allowed by the GRANTEE on that portion (s) of its property covered by the Project, unless otherwise stipulated in the terms and conditions of the grant, without the written approval of the DISTRICT. The terms and conditions of this grant shall be binding on the GRANTEE and any successors or assigns of interests in said real property.

C. The GRANTEE is responsible for installing, maintaining, and performing all conservation or habitat practices on its Property for no less than 10 years from the date of installation unless otherwise approved by the DISTRICT, in writing. Conversion of a conservation or habitat practice to another non-program land use prior to the expiration of such 10-year period or the unwillingness or failure of any current or future owner of such property to satisfy such obligation may result in the GRANTEE returning grant funds used to implement the practice (s) or such other remedies authorized by administrative rule.

For property in Wisconsin, approved practices will be compatible with the Wisconsin Wildlife Action Plan's goals and objective for the protection and management of non-game species in greatest need of conservation being addressed by the Project.

D. Purchase of any real property or interest in real property with Sustain Our Great Lakes Grant Program funds are not permissible.

(24) TERMINATION

A. The DISTRICT may terminate this agreement if:

(i) events or circumstances occur beyond the control of the DISTRICT which prevent timely completion of the agreement, including a failure to appropriate (as provided in paragraph (15)

(ii) GRANTEE fails to comply with the terms and conditions of this Agreement,

(iii) GRANTEE fails to comply with Applicable Law, or

(iv) NFWF terminates the NFWF Agreement

B. In the event of termination by DISTRICT, the DISTRICT shall provide the GRANTEE with written notification stating the reason for the termination. Termination shall be effective upon receipt by GRANTEE of such written notice.

C. In the event of termination by the DISTRICT in accordance with subsection A (i) of this section, the DISTRICT shall pay to the GRANTEE the reasonable value of services performed under this Agreement prior to the date of such termination, provided the GRANTEE cancels as many outstanding obligations as possible and does not incur any new obligations after the effective date of termination. If the DISTRICT terminates this agreement for any other reason, any payments made to the GRANTEE or recoveries by the DISTRICT shall be in accord with the legal rights and liabilities of the Parties.

(25) GRANTEE further agrees that it is prohibited from using any funds for activities related to which there is an apparent or actual conflict of interest between the GRANTEE and any of GRANTEE's employees, officers, volunteers, board members, or close relatives of any such persons.

(26) The GRANTEE shall not use any portion of funds transferred under this Grant to engage in any lobbying activities unless the parties specifically agree to such lobbying activities in this Grant. Should GRANTEE and the DISTRICT agree to such lobbying activities, GRANTEE shall comply with all Applicable Laws related to lobbying, including but not limited to registration with regulating agencies, public reporting and disclosures, fundraising and expenditure activities, media and advertising, tax obligations, elections and campaigns.

(27) The GRANTEE shall not use any portion of funds transferred under this Grant to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of the law or public policy, to cause any private inurnment or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the US Internal Revenue Code.

(28) CHANGES

DISTRICT or GRANTEE shall have the right by written order executed by DISTRICT and GRANTEE to make changes in the Agreement ("Change Order") (Attachment I). If any Change Order causes an increase or decrease in the amount of the GRANTEE SCOPE OF WORK, an equitable adjustment in the Agreement Price or Agreement Time may be made. No equitable adjustments in the Agreement Price or Contract Time shall be made or allowed unless embodied in a Change Order.

This Agreement, including the attachments specified below, constitutes the entirety of the Agreement between the parties and supersedes any other agreement or communication, whether written or oral, relating to this award that may have been made by either party.

Attachment A: W-9 (Request for Taxpayer Identification Number and Certification)

Attachment B: Federal Assurances [Construction or Non Construction Programs]

Attachment C: GRANT PROPOSAL

Attachment D: GRANTEE SCOPE OF WORK

Attachment E: Sustain Our Great Lakes Stewardship Program Terms and Provisions

Attachment F: Additional Schedule for Annual Audit

Attachment G: Reporting Forms

Attachment H: Request for Reimbursement

Attachment I: Change Order Form

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

Lake County Forest Preserve District
(DISTRICT)

Approved by:

_____

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

Approved by:

_____

Steven Neaman Date
Director of Finance

Approved by:

_____

University of Wisconsin-Parkside
(GRANTEE)

Approved by:

_____

Individual Signature Date

_____

Type or Print Name

_____

Title

_____

Grantee SSN/FEIN

Attachment A

Taxpayer Identification Number and Certification

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Attachment B

Federal Assurances – Non-Construction Programs

OMB Number: 4040-0007
Expiration Date: 06/30/2014

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	* TITLE
Completed on submission to Grants.gov	
* APPLICANT ORGANIZATION	* DATE SUBMITTED
	Completed on submission to Grants.gov

Standard Form 424B (Rev. 7-97) Back

Attachment C

Grant Proposal

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 Priarie 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

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 SW1/4 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

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

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:

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**

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**

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

IV. MATERIALS & SUPPLIES **$0.00**

Type	Purpose	Unit of Measure	Unit Cost	Quantity	Total Cost

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

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

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 -

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

Indirect Costs -

Matching Contributions

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

Matching Contribution Amount:	$500,000.00
Type:	In-kind
Status:	Pledged
Source:	Zion Solutions Environmental
Source Type:	Non-Federal
Description:	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.

Matching Contribution Amount:	$3,800.00
Type:	In-kind
Status:	Pledged
Source:	Volunteer Stewards Hosha Prairie
Source Type:	Non-Federal
Description:	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.

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

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

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

Matching Contribution Amount:	$48,000.00
Type:	In-kind
Status:	Pledged
Source:	Youth Conservation Corps
Source Type:	Non-Federal
Description:	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.

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

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

	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.

Matching Contribution Amount:	$5,000.00
Type:	In-kind
Status:	Pledged
Source:	Chiwaukee Prairie Preservation Foundation, Inc.
Source Type:	Non-Federal
Description:	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.

Matching Contribution Amount:	$13,600.00
Type:	In-kind
Status:	Pledged
Source:	Friends of Illinois Beach
Source Type:	Non-Federal
Description:	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.

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

Matching Contribution Amount:	$5,000.00
Type:	In-kind

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

Total Amount of Matching Contributions:	$645,048.00

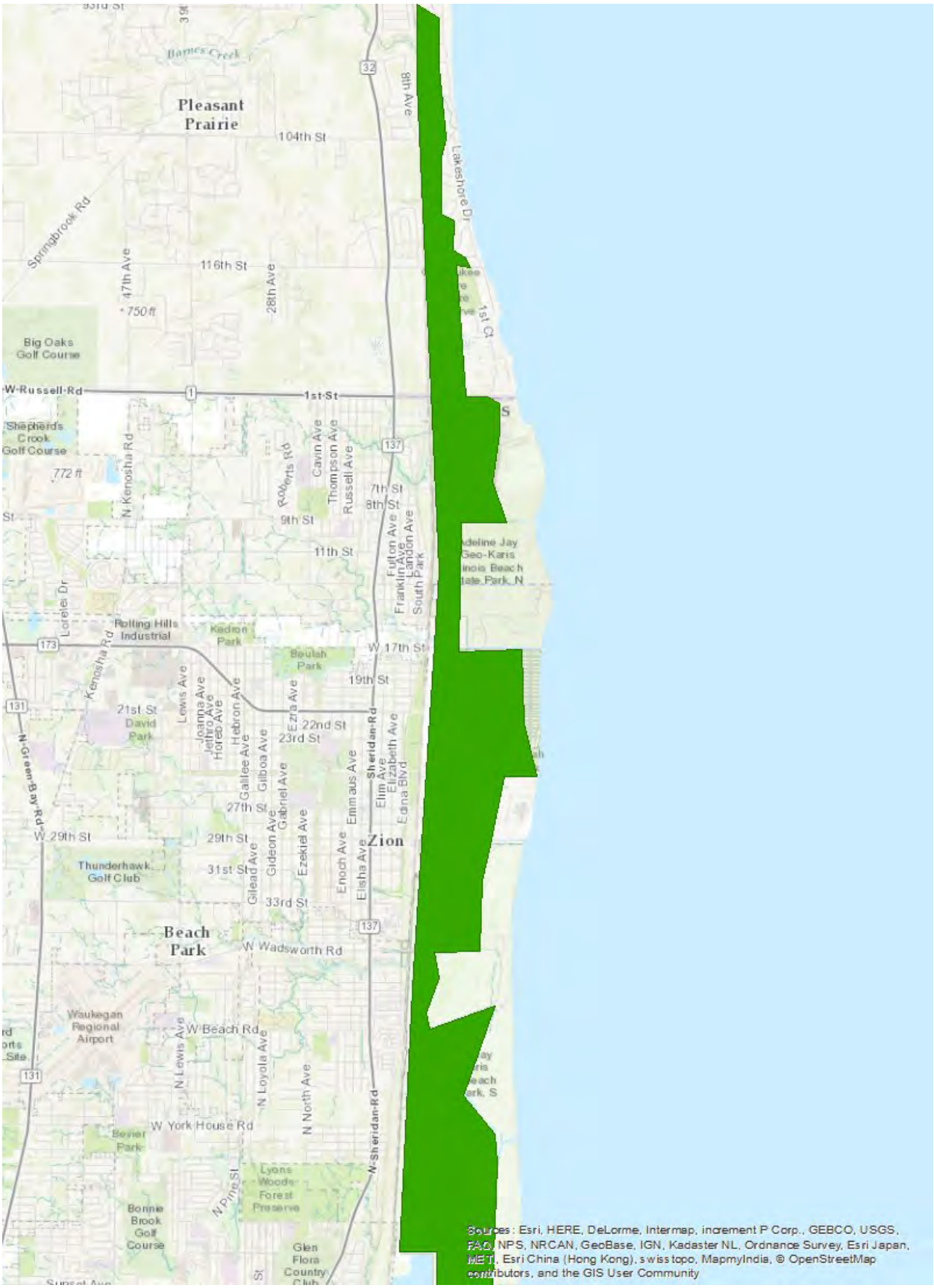
Show Map Below

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



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/katydids 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 continguous acres of restored habitat between 116th st (WI) and 7th 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 (*Euonymous alatus*), barberry (*Berberis thunbergii*), oriental bittersweet (*Celastrus orbuiculatus*), black swallow-wort (*Vincetoxicum nigrum*), common reed (*Phragmites australis*), common buckthorn (*Rhamnus cathartica*), Cattail (*Typha angustifilia* and *Typha* x. *glauca*), cemetery spurge (*Euphorbia cyperinus*), 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/katydids, 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 Palin 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 mixed; 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 transfered 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.*

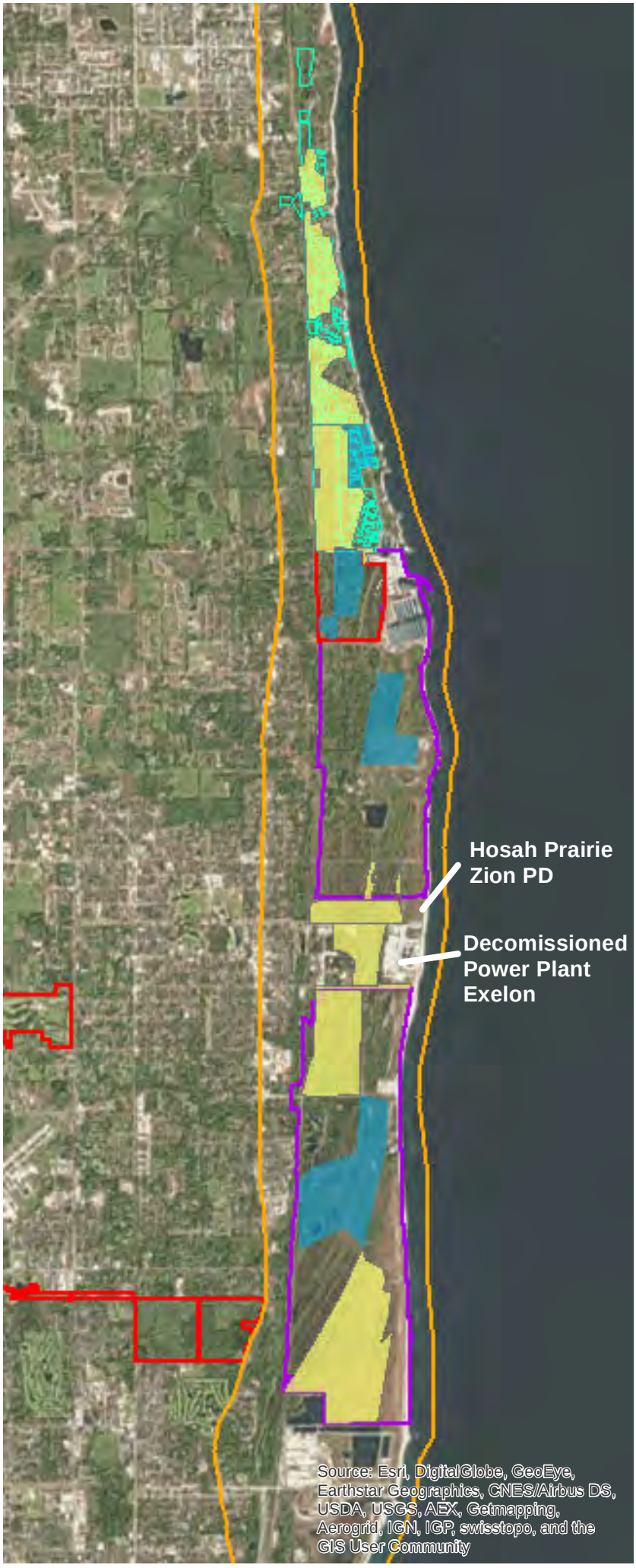
Project partners are taking a long term view on managing invasive species in these coastal communities. We are committed to implementing a diverse set of strategies to address not only the established invasive plant populations, but also for the management of environmental conditions that facilitate 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 Ecologivcal 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 Illinios 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
- LakePlain
- Chiwaukee Prairie
- Spring Bluff
- Illinois Beach

N

0 0.75 1.5 3 Miles

Prepared using information from:
Lake County Department of Information & Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373

Map Prepared 20 February 2017

Lake County Forest Preserve District
1899 W Winchester Rd
Libertyville, IL 60048
847-367-6640
www.lcfpd.org

Courtesy Copy Only.

2015 Aerial Photo

ZIONSOLUTIONS LLC
An EnergySolutions Company

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,

Zion*Solutions*, LLC (an Energy*Solutions* 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. Zion*Solutions* intends to spend approximately $500,000.00 as part of this site restoration effort.

Zion*Solutions* recognizes the importance of environmental stewardship. Zion*Solutions* 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, Zion*Solutions* has worked with the Illinois Department of Natural Resources to improve tern nesting habitat, maintain native beach grasses, and protect a snake hibernaculum.

Zion*Solutions* and Exelon look forward to supporting the District's efforts on this project.

ZIONSOLUTIONS LLC
An EnergySolutions Company

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

Sincerely,

for Jerry Hoff

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,

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

WISCONSIN
DEPT. OF NATURAL RESOURCES

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 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,

Sharon Gericke Fandel
WDNR Field Ecologist

University of Wisconsin PARKSIDE

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,

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

Chiwaukee Prairie Preservation Fund P.O. Box 1802 Kenosha, Wis. 53141

Our purpose is to acquire, restore, preserve, and manage land in the Chiwaukee Prairie Area

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

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 herbaceous), 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,

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
Protecting nature. Preserving life.™

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

tel 608/251-8140
fax 608/251-8535
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

General Offices 1899 West Winchester Road Libertyville Illinois 60048 Telephone 847-367-6640 Fax 847-367-6649

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,

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
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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

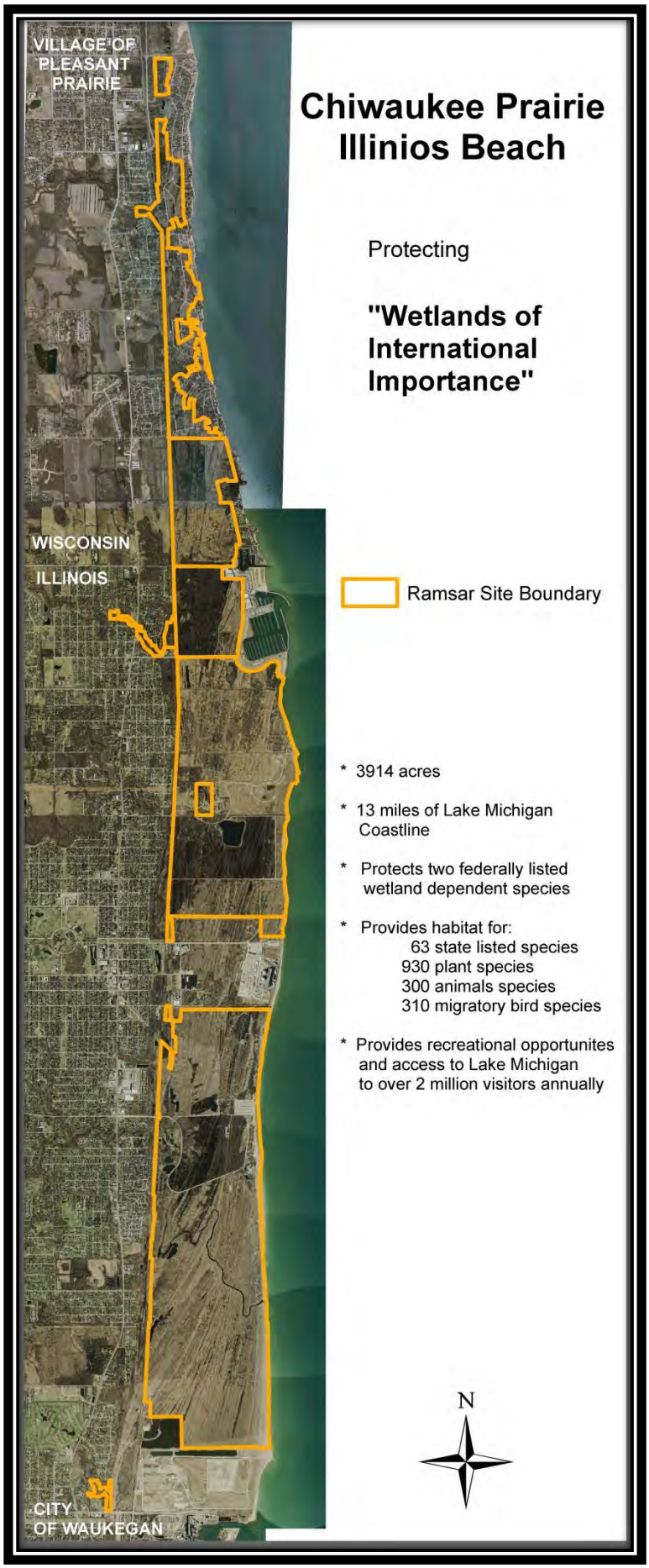
Tom Weber
District 3, Lake Villa

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 thw 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 melodus* [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.

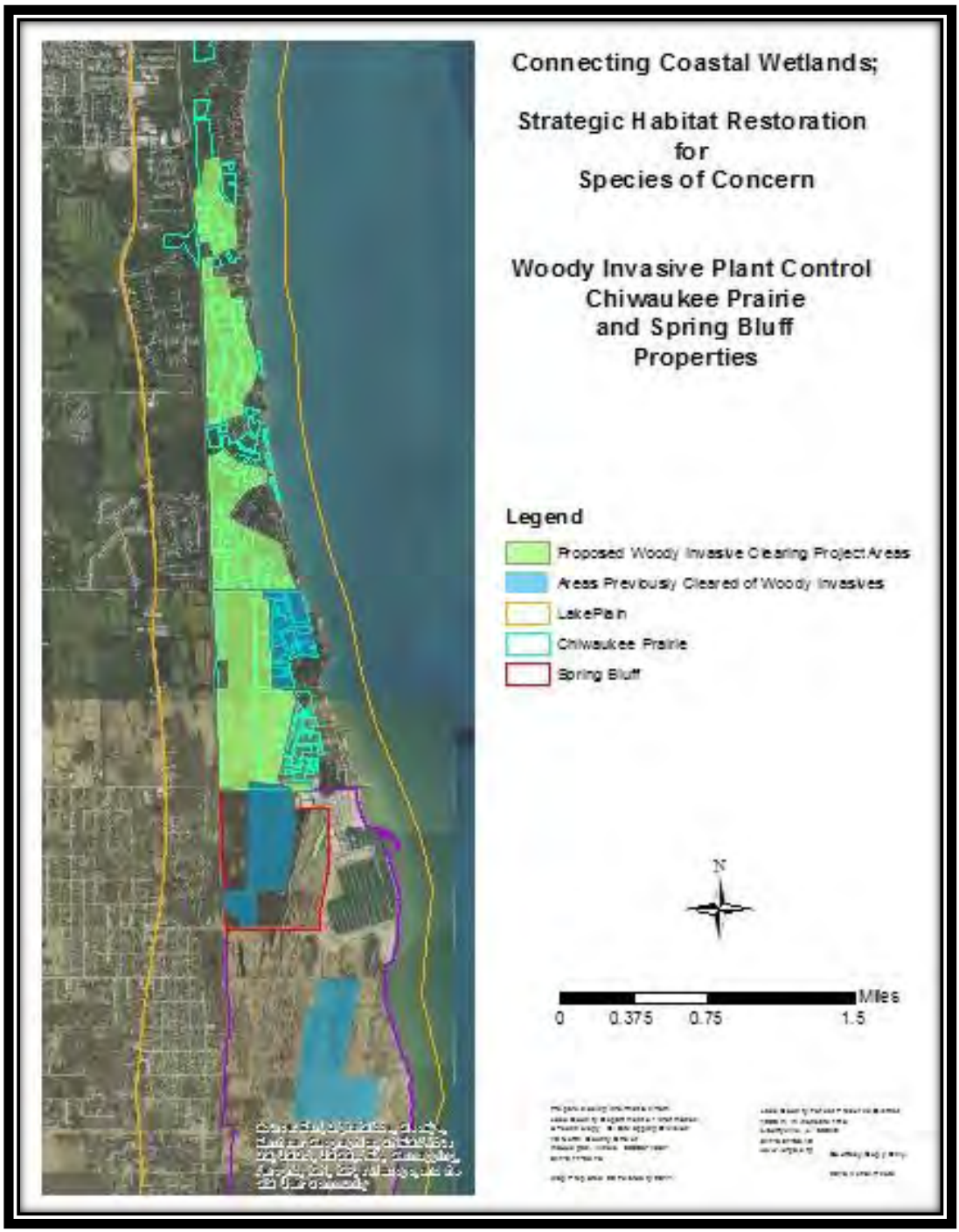
The Lake Plain has been recognized with the dedication of two National Natural Landmarks. It is also recognized as a Conservation Opportunity Area by State Wildlife Action Plans (both Illinois and Wisconsin) and nearly 60% of the area is dedicated as Nature Preserve (861 hectares), State Natural Area (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 38th designated site in the United States.

PROJECT ACTIONS AND OUTCOMES

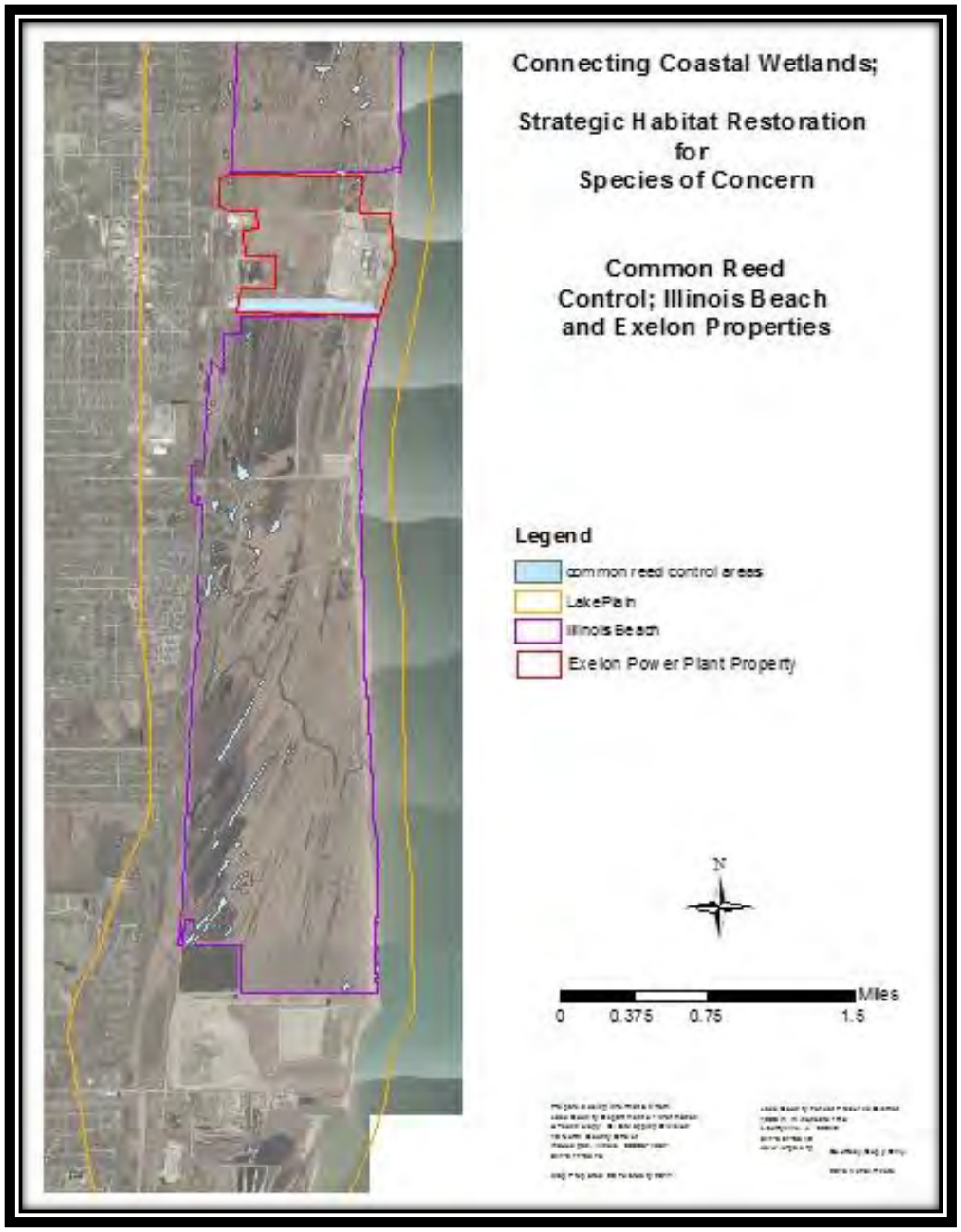
WOODY INVASIVE PLANT CLEARING TO CONNECT LARGE HABITAT AREAS FOR EASTERN PRIAIRE FRINGED ORCHID AND BLANDING'S TURTLE

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.



Connecting Coastal Wetlands;
Strategic Habitat Restoration
for
Species of Concern
Woody Invasive Plant Control
Illinois Beach South Unit
and Exelon Properties
Legend
Proposed Woody Invasive Plant Clearing
Woody Invasive Shrub Populations
low density
high density
Areas Previously Cleared of Woody Invasives
LakePlain
Illinois Beach
Exelon Power Plant Property
Hosah Prairie
N
Miles
0
0.375
0.75
1.5

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 Praire (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

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

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.

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 outrreach actions adds to partner capacity to management and steward these important natural areas into the future. Volunteer and youth groups play and 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

Attachment D
Grantee Scope of Work

The GRANTEE is responsible for accomplishing the following actions and outcomes (as identified in the GRANT PROPOSAL, Attachment C) prior to the termination date of this Agreement:

A. Invertebrate Study

Objective:

Conduct baseline invertebrate community surveys distributed among habitats available in the study area.

Taxonomic Scope:

The surveys will provide family-level identification for arthropods, including insects and spiders, with genus and possibly species-level identification for several focal taxa including dragonflies (Odonata, adults and nymphs), water bugs (Hemiptera, adults and nymphs), leafhoppers (Hemiptera, adults), and grasshoppers and katydids (Orthroptera, adults). We will also retain any opportunistic samples of bees (Hymenoptera) for further identification, if possible.

Geographic Scope:

The surveys will be conducted at 120 sites, defined as 10-acre plots in which the dominant habitat type will be appropriately sampled. For invertebrate sampling purposes the habitat types will be defined as, 1) standing or open water, 2) wet prairie (swales, marsh, meadow), and 3) dry prairie (upland, sand prairie, savanna). The sites will be stratified among habitat types based on the proportion of habitat available. Sites will be selected initially using GPS points and will be ground-truthed prior to the start of sampling to verify the habitat type present at each location.

Sampling:

Aquatic habitats (type 1) will be sampled using dipnets surveys, which are comprised of aggregate samples of 5 sweeps each with the number of samples determined based on the approximate size of the habitat. Invertebrates and debris are strained through a sieve and transferred to labeled jars and preserved in 95% ethanol. After 24 to 48 hours, the samples are drained and stored in 70% ethanol before the invertebrates are separated from the debris under a dissecting microscope and identified using appropriate taxonomic keys. Specimens will be retained in labeled vials at the University of Wisconsin-Parkside.

Terrestrial habitats (types 2 and 3) will be sampled using 5 random 25 m pendulum sweep net transects. Each replicate sample of invertebrates and debris will be transferred to zip-top bags and stored in a cooler until they can be transported to the laboratory and stored in a freezer for prior to processing. The invertebrates will be separated from the debris under a dissecting microscope and identified using appropriate taxonomic keys. Terrestrial surveys will proceed on days with no precipitation and light winds (less thank 15kph). Surveys will be limited to the period of peak activity for diurnal invertebrates (900 to 1700).

Each site will be sampled twice during the peak season for invertebrates, June through August.

Measurements of environmental variables (e.g., physical and chemical parameters) will be collected for each sampling location during each site visit. In addition to weather conditions for all sites, aquatic habitats will be assessed for water temperature, conductivity, dissolved oxygen, pH, and water temperature using an electronic, multiparameter probe.

Outputs:

Following field sampling and laboratory processing, we will prepare a report to summarize the invertebrate data as well as the environmental data. This summary will include basic descriptive statistics and diversity indices for each sampling period and habitat type. Additional statistical tests will be used to evaluate dispersal of focal taxa by comparing community composition and abundance within habitat types for different distance intervals. Spreadsheets of raw and summarized data will be included with the report and provided to in electronic format (excel file).

University of Wisconsin – Parkside students involved with field work and laboratory processing will be encouraged to develop poster and oral presentations on subsets of data within project to present at local, state, and regional conferences. If appropriate, research manuscripts may be developed based on the results of these surveys. Copies of all presentations and manuscripts will be provided as additional outputs.

Outcomes:

The surveys will achieve the overall objective of providing baseline invertebrate community information for key habitat types distributed throughout the Lake Plain. Furthermore, the data will be sufficient to examine whether habitat continuity and integrity may influence the distribution of invertebrates, especially for target invertebrate groups.

B. Vegetation Study

Objectives:

1. Conduct baseline plant community surveys within project area.
2. Re-survey a subset of monitoring transects from previous work
3. Conduct community wide vegetation survey across the Lake Plain habitats

Taxonomic Scope:

The surveys will provide species-level identification for vascular plants, including grasses, sedges and rushes.

Geographic Scope:

For objective 1, the surveys will be conducted at 25 sites, each 100 m2 in size. Each site will document the complete list pf vascular plants, as well as estimates of abundance. Sites will be equally distributed among the shrub removal project areas and among habitat types (mixture of upland and lowland shrub communities. The center of each site will be established using random point generator in a GIS and then located in the field using a high accuracy (sub-meter) GPS unit.

For Objective 2, the surveys will be conducted at 30 vegetation transects that were established prior to wetland restoration (2011) to document the effects of herbicide treatment and assess the natural re-establishment of native sedges and forbs and overall floristic quality in comparison to remnant wetlands.

For Objective 3, at least 20 new transects will be established to better represent the broader range of spatial and edaphic variation in vegetation communities across the Lake Plain and placed in key areas of landscape connectivity and ecological integrity, such as the Exelon property and the southern unit of Illinois Beach State Park. In addition, at least 10 new transects will be established in areas in the Lakeplain that have a history of development, including the golf course, sub-divisions and the former Camp Logan

Sampling:

Wetland transects for the cattail and Phragmites control work were established across wetland gradients and were each 30 meters long, with a series of 5 nested quadrats every 3 meters in which we recorded a complete species list and a cover class for each species within the quadrat. To quantify shrub abundance for the shrub control work, we established a circular plot of 100 m2 for which we made complete species list with cover class estimates for each species. In addition, we estimated the density of all woody species within three size classes.
Each site will be sampled once during the peak season for plant identification (June). Sites will be revisited in late August to resolve later blooming species that may have been missed (or were unidentifiable) in the spring sample.

Outputs:

Following field sampling and data processing, we will prepare a report to summarize the vegetation data. This summary will include basic descriptive statistics and diversity indices for each sampling period and habitat type. Additional statistical tests will be used to evaluate the changes in community composition and diversity and whether the treatment sites are approaching the restoration target in multi-variate community space. In addition, a model will be developed that will map vegetation as a function of landscape position, landscape position, land-use history and distance from water table. Spreadsheets of raw and summarized data will be included with the report and in electronic format (excel file).

University of Wisconsin – Parkside students involved with field work and laboratory processing will be encouraged to develop poster and oral presentations on subsets of data within project to present at local, state, and regional conferences. If appropriate, research manuscripts may be developed based on the results of these surveys. Copies of all presentations and manuscripts will be provided as additional outputs.

Outcomes:

The surveys will achieve the overall objective of documenting the efficacy of management actions in the short-term as well as the long-term response of the vegetation. In addition, these data will provide additional baseline plant community information for key habitat types distributed throughout the Lake Plain and a more precise understanding of what our restoration targets should be in terms of community composition and floristic quality. In turn, these data will be used to fine-tune future management actions and help prioritize future conservation investments.

Attachment E

National Fish and Wildlife Agreement

NFWF	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 56218	2. NFWF GRANT ID: 0501.17.056218
		3. UNIQUE ENTITY IDENTIFIER (DUNS #) 089634273	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) N/A

5. SUBRECIPIENT TYPE	6. NFWF SUBRECIPIENT
State or Local Government	Lake County Forest Preserve District
7. NFWF SUBRECIPIENT CONTACT	**8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION**
Debbie Maurer Lake County Forest Preserve District 1899 Winchester Road Libertyville, IL 60048 Tel: 847-276-6943 dmaurer@lcfpd.org	Zeina Al Taha National Fish and Wildlife Foundation 1133 15th Street, N.W. Suite 1000 Washington, D.C. 20005 Tel:202-857-0166 Fax: 202-857-0162 Zeina.AlTaha@nfwf.org

9. PROJECT TITLE
Connecting Coastal Wetlands; Strategic Habitat Restoration for Species of Concern (IL)

10. PROJECT DESCRIPTION
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.

11. PERIOD OF PERFORMANCE	12. TOTAL AWARD TO SUBRECIPIENT	13. TOTAL FED. FUNDS	14. TOTAL NON-FED. FUNDS
September 1, 2017 to August 31, 2020	$1,000,000	$1,000,000	N/A

15. FEDERAL MATCH REQUIREMENT	16. NON-FEDERAL MATCH REQUIREMENT
N/A	$645,048

17. SUBRECIPIENT INDIRECT COST RATE TERMS

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.

18. TABLE OF CONTENTS

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

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.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (*Type or Print*)		D. NAME AND TITLE OF NFWF AWARDING OFFICIAL	
Alex Ty Kovach		Eric Schwaab, Vice President of Conservation Programs	
B. SUBRECIPIENT BY	C. DATE	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY	F. DATE
	9/26/2017		1/3/18

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Task Due Date	Reporting Task
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

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

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;(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/aq_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, 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),"

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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Attachment F

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
(Force Account Labor) Employee Name & S.S. #	Job Description		Hours Claimed (1)	Hourly Wage (Attach FA: DOC-2)		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.

_____
Name & Title

_____
(Signature of Chief Administrator/Elected Official)

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

Attachment G

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 Habitat Restoration Project

I. Grantee Information

Grantee Agency Name: _____

Grantee Address: _____

Grantee 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 GRANTEE 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 Habitat Restoration Project

GRANTEE Agency Name						
REPORTING PERIOD DATES						
Start Date	End Date	Expenditure Category (Contractuals or Staff Time)	Tasks Accomplished	Units Completed (e.g., hours, acres)	Cost per Unit	Total Cost
					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 _____

		REPORTING PERIOD DATES				
Employee Name	Employee Title	Start Date	End Date	Hours Worked	Hourly Rate	Total Amount
					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 Habitat Restoration Project

I. Grantee Information

Grantee Agency Name: _____

Grantee Address: _____

Grantee Phone/Fax/E-mail: _____

II. Reporting Period

from _____ to _____

III. 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 GRANTEE 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 H

Request For Reimbursement

Project Title:
Payee Agency:
Payee Tax ID Number:

Check here if this is the final payment request for this project. _____

Provide summary of project accomplishments to date.
(Limit to 2500 characters, including spaces.)

Describe progress made toward meeting your matching contributions requirement.
(Limit to 2500 characters, including spaces.)

Payment Amount Requested:

Signature: **Date:**

Printed Name and Title:

If submitting electronically, please type in name, date and title in the signature lines above.

Attachment I
Change Order Form

Date:	Date		
Project No.:	Project Number PROJECT NAME Name of Preserve Name of Project Manager, Project Manager		
Contractor:	COMPANY NAME Address City, State Zip Name of Project Manager, Project Manager		
Contract Date:	Date		
To the Contractor: subject to the Contract provisions.	You are hereby authorized to make the following changes,		
Bulletin No.	**Type Increase / Decrease**	**$**	**%**
Bulletin No.	**Type Increase / Decrease**		**%**
TOTAL	**Type Increase / Decrease**	**$**	**%**
Original Contract Amount		**$**	
Change Order No.	**Type Increase / Decrease**	**$**	**%**
Change Order No.	**Type Increase / Decrease**	**$**	**%**
Change Order No.	**Type Increase / Decrease**	**$**	**%**
REVISED CONTRACT AMOUNT		**$**	**%**
Time Extension:	**NONE**		
Other Contracts Affected:	**NONE**		

Recommended By:

_____ **DATE:** _____
Director of

Approved By:

_____ **DATE:** _____

_____ **DATE:** _____
Executive Director

Accepted By:

_____ **DATE:** _____
Contractor

Bulletin No.
Project No.
Project Name
Date:

YOU ARE HEREBY AUTHORIZED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

THE FOLLOWING ITEMS ARE <u>ADDED</u> TO THE CONTRACT DOCUMENTS:

Item No. 1: Click and Type Description

Total Increase Item No. 1: **$**

Item No. 2: Click and type description

Total Increase Item No. 2: **$**

TOTAL CONTRACT INCREASE: **$**

Bulletin No.
Project No.
Project Name
Date:

YOU ARE HEREBY AUTHORIZED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

THE FOLLOWING ITEMS ARE <u>DEDUCTED</u> FROM THE CONTRACT DOCUMENTS:

Item No. 1: Click and Type Description

Total Decrease Item No. 1: **($)**

Item No. 2: Click and Type Description

Total Decrease Item No. 2: **($)**

TOTAL CONTRACT DECREASE: **($)**