



DATE: April 3, 2023

MEMO TO: Paras Parekh, Chair
Planning Committee

Gina Roberts, Chair
Finance Committee

FROM: Pati Vitt
Director of Natural Resources

Agenda Item # 10.7

RECOMMENDATION: Recommend approval of a Resolution to approve a Project Design Agreement with the U.S. Army Corps of Engineers (ACOE) for Design for the Upper Des Plaines River and Tributaries Aquatic Ecosystem Restoration Project at Raven Glen Forest Preserve.

STRATEGIC DIRECTIONS SUPPORTED: Conservation; Leadership; Organizational Sustainability

FINANCIAL DATA: The Project Design Agreement between the ACOE and the District will provide for the preconstruction, engineering and design (PED) on the Pollack Lake and Hastings Creek Riparian Wetlands at Raven Glen Forest Preserve. Currently, the ACOE has funding to complete the PED phase of the Raven Glen Project (which is designated by ACOE as “The Pollack Lake and Hastings Creek Riparian Wetlands in Lake County, Illinois”). The estimated PED costs for the Raven Glen Project are \$653,846 and, if a PED agreement with ACOE is approved, the District would be responsible for its local share equal to 35% of the costs (estimated to be \$228,846). The local share would be funded from (i) excess funds for the Ethel’s Woods Habitat Restoration Project in the amount of \$178,024 and the Habitat Restoration Fund, in the amount of \$50,822.

It is anticipated that participating in the PED phase of the Raven Glen Project will provide access to additional federal funding for the implementation of all three District Projects (defined below). The total cost of all three District Projects is estimated at \$10,229,000 with the federal share being \$7,068,000 and the local share being \$3,161,000. For implementation, the local share may be funded by the value of lands, easements, rights-of-way, relocations, and disposal/borrow areas contributed by the District - these are called “LERRD” values by ACOE). District staff believes that the District’s LERRD values for the three District Projects are at least \$3,161,000 (\$7,368/acre covering 429 acres), but this has not yet been finally determined.

BACKGROUND: On January 17, 2014 the District executed a Letter of Intent with the ACOE indicating interest in entering into cost-sharing agreements for six habitat restoration projects that are part of the ACOE’s proposed Upper Des Plaines River Phase II Project. Recently, the ACOE notified the District that it has funding to pursue the PED for the Raven Glen Project. The ACOE will pursue a project only if an affected local agency demonstrates its interest in pursuing the project by sending a letter of intent. The current letter of intent, dated December 5, 2022 (see attached) reiterates the District’s interest and support and focuses specifically on the Raven Glen Project.

As further background, in 2013 the ACOE prepared the Upper Des Plaines River Phase II Feasibility Plan (the “Phase II Plan”) to address flooding and water quality issues in Lake County and surrounding counties. The Phase II Plan was authorized by Section 419 of the Water Resources Development Act of 1999 (P.L. 106-53). The Phase II Study provides an opportunity to develop a more comprehensive solution to address

ongoing occurrences of flooding in the Upper Des Plaines River watershed and the degraded watershed ecosystem. The Phase II Study authorization directs the Secretary of the Army to evaluate plans to manage flood risk and address environmental restoration and protection on both the main stem of as well as the tributaries to the Des Plaines River. Additionally, the Phase II Study authorization includes water quality, recreation, and related purposes.

The Phase II Plan proposes several projects to address flooding and water quality issues, including the following projects (District Projects) that would require the use of District land and have ecological restoration benefits for the District, including water retention and native species habitat restoration, which are described in more detail in the Phase II Plan:

- Red Wing Slough and Deer Lake Wetland Complex (*Prairie Stream Forest Preserve*)
- Pollack Lake and Hastings Creek Riparian Wetlands (*Raven Glen Forest Preserve*) (this is the subject of the current letter of intent)
- Gurnee Woods Riparian Wetlands (*Sedge Meadow Forest Preserve*)

Consistent with the 2014 Letter of Intent, District staff (i) believes that the Raven Glen Restoration Project would be of substantial benefit to the District's long-term restoration goals, (ii) has signed a Letter of Intent to the ACOE stating the District's intent to fund the local share of the PED costs for the Raven Glen Project, (iii) recommends moving forward to the PED stage of the Raven Glen Project, and (iv) herein presents the PED Agreement for the Raven Glen Project to the Board of Commissioners.

Currently, the District has completed a wetland restoration concept plan for a portion of Raven Glen Forest Preserve that will be used as a beginning planning point to lessen PED costs. The plan focuses on the rehabilitation of drained wetland acres, converting Hastings Creek to a stepped prairie stream corridor and restoring adjacent uplands.

The final design, preparation of contract plans and specifications, permitting, project contracting and construction, and any other activities required to construct or implement the approved project will be completed during the implementation phase. Near the beginning of the implementation phase, the ACOE and the District would sign a Project Partnership Agreement (PPA). Implementation costs for the Raven Glen Project will be shared as specified in the authorizing legislation for that section.

Approval of the Project Design Agreement, or the PED does not financially commit the District to pursue any District Project beyond the PED phase. By working with the ACOE, the District could complete the PED phase of the Raven Glen Project for an estimated cost of \$228,846. At the time that the PPA is approved and signed, the District would be obligated to pay its local share for the implementation of the Raven Glen Project. The ACOE currently does not have an estimate for the District's total local share, because the funding mechanism they are proposing arises from new federal budget legislation and the proportion of the local share, if any, has not yet been calculated. If, before the PPA is approved, it appears that LERRD credits will not cover the District's local share, the District could elect not to approve the PPA and, in that case, the Raven Glen Project will not proceed.

In addition to leveraging its local share with substantial federal dollars to restore habitats, by moving forward with the Raven Glen Project, the District will continue its tradition of regional and national leadership by encouraging the ACOE to seek "green infrastructure" solutions to flooding and water quality issues that are more environmentally and fiscally responsible than traditional "gray infrastructure" solutions.

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

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR APRIL MEETING
APRIL 12, 2023**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** and **FINANCE COMMITTEE** present herewith "A Resolution Approving a Project Design Agreement with the U.S. Army Corps of Engineers for the Upper Des Plaines River and Tributaries Aquatic Ecosystem Restoration Project at Raven Glen Forest Preserve," and request its approval.

PLANNING COMMITTEE

Date: 4-3-2023 Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: 0

FINANCE COMMITTEE:

Date: 4-6-2023 Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: 0

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

**A RESOLUTION APPROVING A PROJECT DESIGN AGREEMENT WITH
THE U.S. ARMY CORPS OF ENGINEERS FOR THE
UPPER DES PLAINES RIVER AND TRIBUTARIES AQUATIC ECOSYSTEM
RESTORATION PROJECT AT RAVEN GLEN FOREST PRESERVE**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns property on Route 45, in Antioch that is commonly known as Raven Glen Forest Preserve (the “Property”); and

WHEREAS, it is in the best interests of the District to restore the Property to improve aquatic ecological communities and hydrological process within a tributary of the Des Plains River (the “Project”); and

WHEREAS, the Project was identified as part of the North Central Ecological Complex identified in the Lake County Green Infrastructure Model and Strategy (2016) and the Upper Des Plains River and Tributaries Study (2015) as a priority project; and

WHEREAS, the U.S. Army Corps of Engineers Section 206 Aquatic Ecosystem Restoration Assistance Program (the “Program”) provides funds to restore and protect aquatic wildlife, plant communities and ecosystem functions, under which Program local sponsors must provide local match funding of thirty five percent (35%) of project costs; and

WHEREAS, it is in the best interests of the District and consistent with the District’s Road Map to 2025 to enter into a Design Agreement (the “Agreement”) with the U.S. Army Corps of Engineers for the preconstruction engineering and design of the Project through the Program, under which the District will be required to provide local match funding for the Project of thirty five percent of the Project cost, which local share is currently estimated to be \$228,846;

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

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

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

Section 3: Execution of Agreement. The Executive Director and Secretary of the District are hereby authorized and directed to execute and attest to the Agreement in substantially the form attached hereto.

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

PASSED this _____ day of _____, 2023

AYES:

NAYS:

APPROVED this _____ day of _____, 2023

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

DESIGN AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
LAKE COUNTY FOREST PRESERVES
FOR
DESIGN
FOR THE
UPPER DES PLAINES RIVER AND TRIBUTARIES
AQUATIC ECOSYSTEM RESTORATION PROJECT

THIS AGREEMENT is entered into this ____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Chicago District (hereinafter the "District Commander") and the Lake County Forest Preserves (hereinafter the "Non-Federal Sponsor"), represented by the Executive Director.

WITNESSETH, THAT:

WHEREAS, Federal funds were provided in the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, to initiate design of the aquatic ecosystem restoration features of the project;

WHEREAS, Section 103 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2213), specifies the cost-sharing requirements applicable to construction of the Project, and Section 105(c) of the Water Resources Development Act of 1986 (33 U.S.C. 2215(c)), provides that the costs of design shall be shared in the same percentages as construction of the Project;

WHEREAS, based on the Project's primary purpose of ecosystem restoration, the parties agree that the Non-Federal Sponsor shall contribute 35 percent of the design costs under this Agreement; and

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Project" means Pollack Lake & Hastings Creek Riparian Wetlands in Lake County, Illinois, as generally described in the Upper Des Plaines River and Tributaries, Illinois and Wisconsin, Integrated Feasibility Report and Environmental Assessment, dated November 2014 and approved by the Chief of Engineers on June 8, 2015.

B. The term "Design" means to perform detailed pre-construction engineering and design, up through preparation of plans and specifications for the initial construction contract for the Project.

C. The term "design costs" means the sum of all costs that are directly related to the Design and cost shared in accordance with the terms of this Agreement. Subject to the provisions of this Agreement, the term shall include the Government's costs for engineering and design, including economic, real estate, and environmental analyses, a safety assurance review, if required, and supervision and administration; and the Non-Federal Sponsor's creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Design Coordination Team to discuss significant issues and actions; audits; betterments; or the Non-Federal Sponsor's cost of negotiating this Agreement.

D. The term "HTRW" means hazardous, toxic, and radioactive wastes, which includes any material listed as a "hazardous substance" (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

E. The term "in-kind contributions" means those creditable materials or services provided by the Non-Federal Sponsor that are identified as being integral to Design of the Project by the Division Commander for the Great Lakes and Ohio River Division (hereinafter the "Division Commander"). To be integral, the material or service must be part of the work that the Government would otherwise have undertaken for Design of the Project. In-kind contributions also include any investigations performed by the Non-Federal Sponsor to identify the existence and extent of any HTRW as required for Design of the Project.

F. The term "betterment" means a difference in the Design of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to Design of the Project.

G. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Design using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The Non-Federal Sponsor shall contribute 35 percent of design costs in accordance with the provisions of this paragraph.

1. The Non-Federal Sponsor shall be responsible for undertaking any investigations that the Government determines are required for Design of the Project to identify the existence and extent of any HTRW.

2. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its cost share for the initial fiscal year of the Design. No later than 60 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.C.

3. No later than August 1st prior to each subsequent fiscal year of the Design, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.C.

C. The Government shall include in design costs and credit towards the Non-Federal Sponsor's share of such costs, the cost of in-kind contributions performed by the Non-Federal Sponsor that are determined by the Government to be integral to Design of the Project. Creditable in-kind contributions may include costs for engineering, design, and supervision and administration, but shall not include any costs associated with betterments. Such costs shall be subject to audit in accordance with Article VII to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar days after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of design costs. Failure to provide such documentation in a timely manner may result in denial of credit. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

2. No credit shall be afforded for the following: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; any items provided or performed prior to the effective date of this Agreement unless covered by an In-Kind Memorandum of Understanding; any items not identified as integral in the integral determination report; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

3. No reimbursement will be provided for any in-kind contributions that exceed the Non-Federal Sponsor's share of the design costs under this Agreement.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contracts solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. In addition to the ongoing, regular discussions between the parties regarding Design delivery, the Government and the Non-Federal Sponsor may establish a Design Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Design Coordination Team shall be included in the design costs. The Non-Federal Sponsor's costs for participation on the Design Coordination Team shall be paid solely by the Non-Federal Sponsor without reimbursement or credit.

G. The Non-Federal Sponsor may request in writing that the Government include betterments in the Design of the Project. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article III.F., must provide funds to cover the difference in the costs for design of such work, as determined by the Government, in advance of the Government performing the work.

H. If the Government and Non-Federal Sponsor enter into a Project Partnership Agreement for construction of the Project, the Government shall include the design costs in the calculation of construction costs for the Project in accordance with the terms and conditions of the Project Partnership Agreement.

ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, design costs are projected to be \$653,846, with the Government's share of such costs projected to be \$425,000, and the Non-Federal Sponsor's share of such costs projected to be \$228,846, which includes creditable in-kind contributions projected to be \$0 and the amount of funds required to meet its cost share projected to be \$228,846. Costs for betterments are projected to be \$0. These amounts are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated design costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Design.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, Chicago (H6)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of the design costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of the design costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

E. Upon completion of the Design and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds by delivering a check payable to "FAO, USAED, Chicago (H6)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds or if requested by the Non-Federal Sponsor, apply the excess amount towards the non-Federal share of the cost of construction of the Project in the event a Project Partnership Agreement is executed for the Project. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of design costs, including contract claims or any other liability that may become known after the final accounting.

F. If the Government agrees to include betterments on the Non-Federal Sponsor's behalf, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 30 calendar days after receipt of such written notice, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article III.E. If at any time the Government determines that additional funds are required to cover any such costs, as applicable, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice

from the Government. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

ARTICLE IV - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate Design unless the Assistant Secretary of the Army (Civil Works) determines that continuation of the Design is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

B. If the Government determines at any time that the Federal funds made available for the Design are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend Design until there are sufficient Federal funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow Design to resume.

C. In the event of termination, the parties shall conclude their activities relating to the Design and conduct an accounting in accordance with Article III.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

ARTICLE V - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from the Design, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE VI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VII - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Design. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Design shall not be included in design costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE VIII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE IX - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:
Executive Director
Lake County Forest Preserves
1899 W. Winchester Road
Libertyville, Illinois 60048

If to the Government:
District Commander
U.S. Army Corps of Engineers, Chicago District
231 S. LaSalle Street, Suite 1500
Chicago, Illinois 60604

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE X - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XI - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

LAKE COUNTY FOREST PRESERVES

BY: _____
Paul B. Culberson
Colonel, U.S. Army
District Commander

BY: _____
Alex Ty Kovach
Executive Director

DATE: _____

DATE: _____

**NON-FEDERAL SPONSOR
CERTIFICATE OF AUTHORITY
FOR AGREEMENTS**

I, _____, do hereby certify that I am the principal legal officer for the Lake County Forest Preserve District, that the Lake County Forest Preserve District is a legally constituted public body with full authority and legal capability to perform the terms of the Design Agreement between the Department of the Army and the Lake County Forest Preserve District in connection with the design of the Pollack Lake & Hastings Creek Riparian Wetlands Project in Lake County, Illinois, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Agreement on behalf of the Lake County Forest Preserve District acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____, _____.

BY: _____
Matthew Norton

TITLE: Corporation Counsel
Lake County Forest Preserve District

**NON-FEDERAL SPONSOR
CERTIFICATION REGARDING LOBBYING
FOR AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) 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 any 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.

(2) 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.

(3) The undersigned 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 and disclose 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 31 U.S.C. 1352. 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.

Alex Ty Kovach
Executive Director
Lake County Forest Preserve District

DATE: _____

NON-FEDERAL SPONSOR'S
SELF CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS

I, _____, do hereby certify that I am the Chief Financial Officer (or appropriate title) of Lake County Forest Preserves (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Upper Des Plaines and Tributaries Aquatic Ecosystem Restoration Project; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Upper Des Plaines and Tributaries Aquatic Ecosystem Restoration Project Design Agreement.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____, 202__.

BY: _____

TITLE: _____