

ATTACHMENT II

INTERGOVERNMENTAL AGREEMENT

AGREEMENT NUMBER: 6042102

This Intergovernmental Agreement (the "Agreement") is entered by and between the Illinois Environmental Protection Agency ("Illinois EPA" or "Agency") and the County of DuPage ("Contractor"). Illinois EPA and Contractor may also be individually referred to herein as "Party" and collectively as "Parties".

1. PURPOSE AND AUTHORITY:

- A. Development of a watershed-based plan for the Northern half of the West Branch DuPage River in DuPage and Cook Counties in Northern Illinois. This plan will meet USEPA's 9 elements of a watershed-based plan. The plan will include a watershed inventory and input from watershed stakeholders and local experts. Watershed-based planning will include stakeholder meetings. The project will also include outreach and education activities crafted specifically for the local watersheds. The plan will include development of an executive summary and completion of the Illinois EPA's Illinois Watershed-Based Plan or Total Maximum Daily Load Implementation Plan Joint Evaluation Form.
 - B. Section 5 of the Intergovernmental Cooperation Act provides, in part, that "[a]ny one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform" (5 ILCS 220/5). Illinois EPA and County of DuPage are "public agencies" within the meaning of Section 2 of the Intergovernmental Cooperation Act. (5 ILCS 220/2).
2. **TERM:** This Agreement shall begin on March 1, 2024, and shall terminate on January 31, 2026, unless sooner terminated or further extended as provided herein ("Term"). This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days prior written notice. The Contractor shall be paid for work completed, in accordance with this Agreement and delivered to the Illinois EPA, as well as any noncancelable obligations made prior to the date of termination if the Agreement is terminated by Illinois EPA without cause. The Agreement shall be deemed terminated for cause by Illinois EPA in the event that the Contractor is in default or breach hereunder. Such noncancelable obligations must be: a) clearly documented as occurring prior to the date of termination notice; b) proven to be noncancelable; c) properly established in accordance with this Agreement; and d) of a nature that cannot be reasonably entered as a cancellable obligation.
 3. **PRICE:** In consideration of the services rendered under the terms of this Agreement, the Illinois EPA shall compensate the Contractor:

- A. **Expenses:** (where applicable) The Contractor shall be reimbursed for necessary travel expenses incurred in fulfilling obligations under this Agreement. Such expenses shall be reimbursed at the rates and for the purposes applicable to the employees of the Contractor. Total travel expenses shall not exceed: \$0.00
- B. **Maximum Amount:** The total payments under this Agreement shall not exceed \$125,600.00 without a formal amendment and subject to the appropriation and funding contingencies herein. The Maximum Amount shall be entered by Illinois EPA prior to execution of the Agreement.

4. **SCOPE OF WORK:**

- A. The Contractor shall perform all terms, conditions and provisions contained in the Scope of Work, which is hereby incorporated into this Agreement as Attachment C.
- B. Contractor shall not be responsible, at any time, for directing the work of any other contractor or subcontractor of Illinois EPA.
- C. Contractor will provide all services and the necessary personnel and equipment required to complete the Scope of Work.
- D. Contractor will provide professional quality, technical accuracy, timely completion, and the coordination of all services furnished by Contractor under this Agreement. Illinois EPA shall not be responsible for remediating any insufficiencies on the part of the Contractor.
- E. Nothing in this Agreement shall preclude Illinois EPA from imposing additional requirements necessary to protect human health or the environment. Nor shall anything in this Agreement preclude Illinois EPA from imposing additional requirements in the event that new information is discovered or developed that indicates such requirements are necessary to protect human health or the environment.

5. PAYMENTS:

- A. Contactor shall submit invoices to Illinois EPA, no more frequently than every 30 days, or within thirty (30) days of the end of each quarter. Contactor shall provide hours spent on Scope of Work together with sufficient documentation to support its pay request. Illinois EPA agrees to pay the hourly rates set forth in attached Appendix D, not to exceed the Maximum Amount, subject to the appropriation and funding contingencies herein. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the Illinois EPA no later than July 31 of that year.
- B. Failure by Contractor to submit pay request(s) to Illinois EPA in a timely manner (i.e., as provided in paragraph 5 A above) will render the amounts billed an unallowable cost which Illinois EPA will not reimburse. In the event that Contractor is unable, for good cause, to submit a timely pay request(s), Contractor shall notify Illinois EPA in a timely manner of such inability and may request an extension of time to submit said pay request(s). Illinois EPA's approval of such request(s) for an extension of time to submit a pay request(s) shall not be unreasonably withheld.
- C. Illinois EPA shall send a voucher for payment of an approved request for payment to the Comptroller's Office no more than sixty (60) days after receipt of the request. Notwithstanding the foregoing, Illinois EPA shall not be responsible for any delays in the Comptroller making any payment or payments hereunder.

- 6. **CONFLICT OF INTEREST:** Contractor agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflict of interest (30 ILCS 500/50-13) and all those terms, conditions and provisions apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein.
- 7. **WORK PRODUCTS:** All documents, including reports and all other work products, delivered, or specified to be delivered by the Contractor under this Agreement shall become and remain the property of the Illinois EPA. Any equipment purchased with funds provided by this Agreement shall become and remain property of the Contractor. Copies of raw data utilized in the preparation of these documents, reports, and other work products shall be made available to the State upon request. Contractor shall provide all personnel, materials, and equipment necessary to fulfill the purposes of this Agreement. Neither Contractor nor its personnel shall be considered agents or employees of the Illinois EPA.
- 8. **MULTIPLE COUNTERPARTS:** This Agreement may be executed in one or more counterparts, all of which shall be one and the same Agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart.

9. **BILLING:** The Contractor shall submit billing with supporting documentation and upon acceptance shall be paid in accordance with Section 5 above. Billing shall be submitted as follows:

Agency:	Illinois Environmental Protection Agency
Invoices accepted:	EPA.FiscalServ@Illinois.gov
Contract number:	6042102

10. **LAWS OF ILLINOIS:** This Agreement shall be governed in all respects by the laws of the State of Illinois. Any permits and/or licenses necessary to perform the work will be secured and paid for by the Contractor. If Contractor subcontracts any Scope of Work hereunder, it shall comply with the applicable provisions of the Illinois Procurement Code (30 ILCS 500/1-1, et seq.) and the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (30 ILCS 535/1, et. seq.). All purchases of equipment, supplies, goods, and other materials by Contractor hereunder shall be made in accordance with the Illinois Procurement Code.
11. **AVAILABILITY OF APPROPRIATION; SUFFICIENCY OF FUNDS:** Notwithstanding any provision herein to the contrary, this Agreement and the Parties' obligations hereunder are contingent upon and subject to the availability of sufficient funds. The Illinois EPA may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if: (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Illinois EPA by the State or the Federal funding source; (ii) the Governor or the Illinois EPA reserves funds; (iii) the Governor or the Illinois EPA determines that funds will not or may not be available for payment; or (iv) Illinois EPA determines that there are otherwise insufficient funds available. Illinois EPA shall provide notice, in writing, to Contractor of any such funding and/or appropriation failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
12. **AUDIT/RETENTION OF RECORDS:** Contractor shall maintain books and records relating to the performance of the Scope of Work necessary to support amounts charged to the Illinois EPA pursuant to this Agreement using accounting procedures and practices that conform to generally accepted accounting principles and the State Records Act (5 ILCS 160). Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement or completion of the Agreement, for a period of three (3) years from the later of final payment under the term or completion of the subcontract, or the retention period for maintaining such records established by Contractor pursuant to the State Records Act, whichever is later. If federal funds are used to pay Agreement costs, the Illinois EPA must notify the Contractor and the Contractor must retain its records for five (5) years or the applicable retention period, whichever is later. If any litigation, claim, negotiation, audit, cost recovery, or other action involving the

records has been started before the expiration of the applicable retention period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the applicable retention period, whichever is later.

Books and records required to be maintained under this Section shall be available for review or audit by representatives of: the Illinois EPA, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority (including agencies, departments, and instrumentalities of the federal government if federal funds are used and/or otherwise provided under federal law or any Agreement between Illinois EPA and a federal agency, department, or instrumentality providing funding for the Scope of Work), upon reasonable notice and during normal business hours. Contractor shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this Section shall establish a presumption in favor of the Illinois EPA for the recovery of any funds paid by the Illinois EPA under the Agreement for which adequate books and records are not available to support the purported disbursement.

13. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the Illinois EPA and the Contractor's terms, conditions and attachments, the Illinois EPA terms, conditions and attachments shall prevail.
14. **FREEDOM OF INFORMATION ACT:** This Agreement and all related public records maintained by, provided to or required to be provided to the Illinois EPA or Contractor are subject to the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) notwithstanding any provision to the contrary that may be found in this Agreement..
15. **ASSIGNMENT:** No Party may assign or delegate, in whole or part, the rights or obligations created by this Agreement without the prior written consent of the other Party. Any such assignment or delegation without the other Party's consent shall be null and void.
16. **ENTIRE AGREEMENT AND ATTACHMENTS:** This Agreement, including these attachments, constitutes the entirety of the Agreement between the Parties and supersedes any other agreement or communication, whether written or oral, that may have been made by either Party.

- ATTACHMENT A: STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

- ATTACHMENT B: TAXPAYER IDENTIFICATION PAGE
- ATTACHMENT C: SCOPE OF WORK
- ATTACHMENT D: UNIFORM GRANT BUDGET TEMPLATE
- ATTACHMENT E: PROJECT AREA MAP

17. **CONFIDENTIAL INFORMATION** Each Party shall treat the confidential information of the other Party with the same degree of care and protection it affords to its own confidential information unless a different standard is set forth in this Agreement. Notwithstanding the forgoing, the Parties shall comply with applicable law relative to the inspection, copying and disclosure of records, including but not limited to the Freedom of Information Act (5 ILCS 140/1 et seq.) (applicable to both Parties) and Section 7 of the Environmental Protection Act (415 ILCS 5/7) (applicable to Illinois EPA).
18. **SEVERABILITY CLAUSE:** If any provision of this Agreement is found to be invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement.
19. **ABILITY TO CONTRACT:** Each Party represents to the other that it has the legal authority to enter into this Agreement. With respect to the subject matter of the Agreement, each Party shall duly authorize and execute any additional agreements, documents, instruments, amendments, and certification reasonably necessary and appropriate to maintain compliance with any applicable law.
20. **COVID:** In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. The Contractor shall adhere to the requirements of these Executive Orders as applied by the Illinois EPA. The Illinois EPA may also implement vaccination or testing requirements that exceed those in the Executive Orders.
21. **ATTESTATION:** The below signatories represent that they are duly authorized to execute this Agreement on behalf of their respective bodies.
22. **NOTICE AND REPRESENTATIVES:**
All notices required to be given hereunder shall be sent by e-mail or certified mail to the other Party as provided below. Either Party may from time to time designate by written notice substitute addresses (including e-mail addresses) and/or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt:

To County of DuPage, Stormwater Management Department;
County of DuPage
421 N. County Farm Road, Wheaton, Illinois 60187
Mary Beth Falsey
marybeth.falsey@dupageco.org

To Illinois EPA:
Illinois Environmental Protection Agency
Watershed Management Section, Mailcode #15
P.O. Box 9276 Springfield, Illinois 62794-9276
Attention: Christine Davis
christine.davis@illinois.gov

23. **DISPUTES:** In the event of a dispute between the Parties concerning the Scope of Work to be performed, interpretation of results, next steps, or any other aspects of the work conducted under this Agreement, Marybeth Falsey [Contractor representative] and Christine Davis [Illinois EPA representative] will attempt to resolve such disputes promptly. If disputes cannot be resolved at this level within seven (7) workdays, the problem will be referred to the supervisors of these persons for further Illinois EPA/Contractor consultation within ten (10) workdays. This supervisory referral and resolution process will continue, if necessary and within time frames mutually agreeable to the Parties, to the level of Chief of the Bureau of Water within Illinois EPA and the Director for Stormwater Management for the Contractor.
24. **NO AGENCY OR OTHER RELATIONSHIP:** Nothing contained in this Agreement shall be construed to create, either expressly or by implication, the relationship of agency between the Contractor and Illinois EPA. Illinois EPA (including its employees, officers, representatives, agents, and contractors) is not authorized to represent or act on behalf of Contractor in any matter relating to the subject matter of this Agreement, and Contractor (including its employees, officers, representatives, agents, and contractors) is not authorized to represent or act on behalf of Illinois EPA in any matter relating to the subject matter of this Agreement. Nothing contained in this Agreement nor any act of the Parties shall be deemed or construed by any of the Parties hereto or by any third parties to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.
25. **NO THIRD-PARTY BENEFICIARIES:** This Agreement shall be binding on the Parties and shall inure to the benefit of the Parties and the State of Illinois. This Agreement shall not run to the benefit of, or be enforceable by, any person other than a Party.
26. **COMPLIANCE WITH APPLICABLE LAWS:** The Parties shall at all times observe and comply with all applicable federal, State, and local laws, regulations and codes which may in any manner affect the performance of this Agreement.
27. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any and all claims and disputes arising out of this Agreement or the Scope of Work

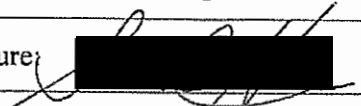
against the State of Illinois ("State"), Illinois EPA, Contractor, or any of their respective officials, officers, employees, or authorized representatives must be filed exclusively with and shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 *et seq.*). The Parties shall not enter into binding arbitration to resolve any dispute arising out of this Agreement. Neither Party waives sovereign immunity by entering into this Agreement.

28. **AMENDMENTS OR MODIFICATION:** This Agreement and the attachments hereto constitute the entire agreement between the Parties. This Agreement may be amended or modified only by a written agreement signed by the Parties to this Agreement.
29. **TITLE AND HEADINGS:** Titles and headings to Sections herein are inserted for reference only and are not intended to be a part of, or affect the meaning or interpretation of, this Agreement.
30. **GENERAL PROVISIONS:**
- A. If a Party waives a breach of any provision of this Agreement by the other Party, that waiver shall not operate or be construed as a waiver of any subsequent breach by said Party or prevent the non-breaching Party from enforcing such provision.
 - B. The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto, each of whom was represented by separate counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against any Party.

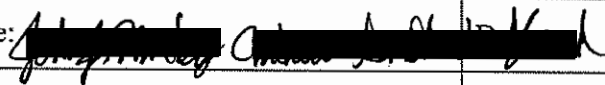
[SIGNATURE PAGE TO FOLLOW]

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY INTERGOVERNMENTAL AGREEMENT

CONTRACTOR

Name: County of DuPage	Address: 421 N. County Farm Road, Wheaton, Illinois 60187
Signature: 	Phone: (630) 407-6676
Printed Name: Sarah Hunn	Fax: (630) 407-6701
Title: Director of Stormwater Management	Email: sarah.hunn@dupageco.org
Date: 02.27.24	

STATE OF ILLINOIS

Agency: Illinois Environmental Protection Agency	
Street Address: 1021 N Grand Avenue E	
City, State ZIP: Springfield, IL 62702	
Director Signature:  2/28/24	
Printed Name: John J. Kim by Andrew G. Shackelford	
Director by Agency Purchasing Officer	
Legal Signature:	Date:
Legal Printed Name: Click here to enter text.	
Chief Legal Counsel	
Fiscal Signature:	Date:
Fiscal's Printed Name: Click here to enter text.	
Fiscal's Title: Click here to enter text.	

STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the Agreement and any renewals is a material requirement and condition of this Agreement. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this Agreement extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this Agreement remains in effect.

If the Parties determine that any certification in this section is not applicable to this Agreement, it may be stricken without affecting the remaining subsections.

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the Agreement may be void by operation of law,
 - the State may void the Agreement, and
 - the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.
3. If Public Agency employs 25 or more employees and this contract is worth more than \$5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)
4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
7. Public Agency warrants and certifies that it and, to the best of its knowledge have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa. (30ILCS 587).

TAXPAYER IDENTIFICATION NUMBER

I certify that:

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 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

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Sarah Hunn

Business Name: County of DuPage

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: 36-6006551

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | (select applicable tax classification) |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative:

Date: February 27, 2024

ATTACHMENT C

PROJECT DESCRIPTION

This project will develop a watershed-based plan (WBP) for the Northern half of the West Branch DuPage River watershed in DuPage and Cook Counties in Northern Illinois. The project area, as defined in Attachment E of this agreement, is approximate 30,015 acres and includes the following 12-digit HUCs (HUC 071200040801 and part of 071200040805 south to the confluence with Ferry Creek (IL_GBK-05 and IL_GBK-09). The WBP will be designed to improve water quality. The WBP will be consistent with the USEPA watershed-based plan guidance found in Appendix C of the Nonpoint Source Program and Grants Guidelines for States and Territories dated April 12, 2013 (as revised). The planning process will include outreach, information, and/or education products, such as public meetings, a watershed brochure, and educating property owners about best management practices (BMPs). The Grantee shall develop an executive summary and complete a self-assessment of the WBP using Illinois EPA's Watershed-Based Plan or Total Maximum Daily Load Implementation Plan Joint Evaluation Form.

OUTPUTS:

- One (1) Illinois-EPA approvable watershed-based plan for the Northern half of the West Branch DuPage River watershed in DuPage and Cook Counties that meets the nine elements of a watershed-based plan
- One (1) WBP Executive Summary
- One (1) completed *Illinois EPA WBP or Total Maximum Daily Load Implementation Plan Joint Evaluation Form*
- One Outreach and Information Strategy including:
 - Stakeholder meetings
 - Watershed website updates
 - Draft plan presentations

OUTCOMES:

- Water quality restoration of waterbodies in the Northern half of the West Branch DuPage River watershed in DuPage and Cook Counties.
- Future implementation of the WBP recommendations.

DELIVERABLES OR MILESTONES

<u>Description</u>		<u>Completion Date</u>
PROJECT COORDINATION		
1.	Project Coordination	December 31, 2025
WATERSHED RESOURCE INVENTORY AND WATERSHED-BASED PLAN DEVELOPMENT STRATEGY		
2.	Draft WBP Strategy	July 1, 2024
	Final WBP Strategy	August 15, 2024
	Implementation of WBP Strategy	December 31, 2025
OUTREACH AND INFORMATION STRATEGY		
3.	Draft Outreach and Information Strategy	August 1, 2024
	Final Outreach and Information Strategy	September 15, 2024
	Complete Implementation of Outreach and Information Strategy	November 1, 2025
PROJECT REPORT		
4.	Draft Project Report	November 1, 2025
	Final Project Report	December 31, 2025
OTHER DIRECTED ACTIVITIES		
5.	Periodic Performance and Financial Reports	As stipulated

PERFORMANCE MEASURES

Under this Agreement, the Grantee shall complete* the following tasks.

*All submissions shall be sent to the Grantor Contact identified in this Agreement and shall be submitted electronically unless otherwise specified by the Grantor.

PROJECT COORDINATION

1. Serving as the lead organization, the Grantee shall 1) provide outreach and technical assistance to stakeholders within the Northern half of the West Branch DuPage River watershed (HUC 071200040801 and part of 071200040805) to develop an IEPA-approvable Watershed-based Plan (WBP), consistent with the goals of the Illinois WQMP and Continuing Planning Process documents for the project area as defined in Attachment E of this agreement.

WATERSHED RESOURCE INVENTORY AND WATERSHED-BASED PLAN DEVELOPMENT STRATEGY

2. The Grantee shall cause the development of a succinct Watershed Resource Inventory and Watershed-Based Plan Development Strategy (WBP Strategy) that outlines the process they shall use to create a watershed resource inventory, a US EPA 9-element watershed-based plan (WBP), and Executive Summary for the project area as defined in this agreement. The Strategy shall include a proposed schedule, scope of work, and budget; and address all items outlined in Item 2.

The Draft WBP Strategy shall be submitted by the Grantee to the Grantor by July 1, 2024, with the final WBP and Outreach Strategy submitted to the Grantor by August 15, 2024. Upon Grantor's request, the Draft WBP and Outreach Strategy shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Limited activities related to the WBP Strategy shall be implemented until the final WBP Strategy is approved by the Grantor. The Grantee shall complete the implementation of the Strategy by December 31, 2025.

The WBP shall be consistent with US EPA watershed-based plan guidance found in Appendix C of the Nonpoint Source Program and Grants Guidelines for States and Territories dated April 12, 2013 (as revised).

The Grantee shall compile a comprehensive watershed resource inventory (Inventory) for the Northern half of the West Branch DuPage River watershed (HUC 071200040801 and part of 071200040805) in DuPage and Cook Counties. The Inventory shall include the information described in Attachment C1. The draft Inventory shall be completed and submitted by the Grantee to the Grantor by the date identified in the approved WBP Strategy. Upon Grantor's request, the draft Inventory shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The final Inventory shall be incorporated into the final WBP.

The WBP shall be developed from the completed Inventory along with input from the local stakeholders and local experts, the WBP shall contain a problem statement, goals and objectives. The WBP shall identify and assess use impairments of water resources along with the causes and sources of such impairments. Potential management practices shall be identified for prevention, remediation, restoration, and maintenance to achieve water quality and natural resource objectives. The WBP shall identify the costs and funding sources associated with implementing recommendations of the plan. The WBP shall include an implementation schedule; description of interim, measurable milestones; public information/education component; and a monitoring component. The WBP shall contain tables identifying site-specific best management practices (BMP) recommendations along with the associated units (number, feet, acres) that should be implemented, cost of implementation, estimated pollutant load reduction, priority, and responsible entity for each site-specific recommended BMP.

In addition to the site-specific BMP recommendations, the WBP shall also contain "Watershed-wide Summary of BMPs Recommended for Implementation" in narrative format.

The Grantee shall identify the name of each type of point and NPS pollution control BMP (i.e., waste management system, conservation tillage, streambank stabilization) that will need to be implemented throughout the watershed to achieve the load reductions estimated in the WBP. The information shall represent the sum of the multiple individual BMPs of the same type, which may be needed in multiple locations spread throughout the entire watershed. The information shall be based on the WBP's identification of the causes and sources (i.e., X numbers of dairy cattle feedlots needing upgrading, Y acres of row crops needing improved nutrient management or sediment control, or Z linear miles of eroded streambank needing remediation) or groups of similar sources that will need to be controlled to achieve the load reductions estimated in the WBP.

In the WBP, for each of BMP type recommended, the Grantee shall identify by subwatershed:

- the cumulative size (number, acres, or feet)
- the unit of measure (number, acres, or feet)
- the cumulative cost (measured in US dollars)
- the estimated cumulative sediment load reduction (tons/year)
- the estimated cumulative phosphorus load reduction (pounds/year)
- the estimated cumulative nitrogen load reduction (pounds/year)

All pollutant load reduction estimates should be made recognizing the natural variability and the difficulty in precisely predicting the performance of management measures over time.

The draft WBP shall be completed and submitted by the Grantee to the Grantor by the date identified in the approved WBP Strategy. Upon Grantor's request, the draft WBP shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The final WBP shall be completed and two (2) paper copies and one (1) electronic copy submitted by the Grantee to the Grantor by the date identified in the approved final WBP Strategy.

The WBP findings and recommendations for the Northern half of the West Branch DuPage River watershed, as identified in Attachment C1 of this Agreement, shall be encapsulated into a brief Executive Summary. The Executive Summary shall provide the main points of the WBP using clear and concise language and contain appropriate photos, graphics, and maps and be understandable by decision makers, watershed stakeholders, and the public. The draft Executive Summary shall be completed and submitted by the Grantee to the Grantor for review per the Strategy. Upon Grantor's request, the draft Executive Summary shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Two (2) paper copies and one (1) electronic copy of the final Executive Summary shall be completed and submitted by the Grantee to the Grantor per the Strategy.

The Grantee shall perform a self-assessment of the WBP developed under this Agreement using Illinois EPA's Watershed-Based Plan or Total Maximum Daily Load Implementation Plan Joint Evaluation Form (Form) to verify that all elements of a WBP required in USEPA's April 12, 2013 guidance have been met. The Form shall be completed and submitted by the Grantee to the Grantor per the WBP and Outreach Strategy. Upon Grantor's request, the Form shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval.

OUTREACH AND INFORMATION STRATEGY

3. The Grantee shall develop and implement a limited outreach and information program throughout the project area, defined in Attachment E of this Agreement, to build support for watershed-based planning and for future implementation of the WBP's recommendations. The Grantee shall develop an Outreach and Information Strategy (Outreach Strategy) which describes the activities to be conducted as part of this project. The Outreach Strategy will provide goals, tasks, a proposed schedule, and budget for all outreach and informational activities to be completed through this project. The Grantee can use tools such as 1) educational materials, including presentations, 2) website content development, and 3) organization of stakeholder meetings to complete this project component.

The draft Outreach Strategy shall be submitted by the Grantee to the Grantor by August 1, 2024, with the final Outreach and Information Strategy submitted to the Grantor by September 15, 2024. Upon Grantor's request, the draft Outreach and Information Strategy shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. With written permission from the Grantor, the Grantee may implement limited outreach and education activities until the final Outreach and Information Strategy is approved by the Grantor. The Grantee shall submit a final agenda for workshops, tours and other events to the Grantor at least 30 days prior to the execution of said event. The Grantee shall complete the implementation of the Outreach and Information Strategy by November 1, 2025.

PROJECT EVALUATION AND REPORT

4. The Grantee shall prepare a project report which describes the execution of the North half of the West Branch DuPage River Watershed-Based Planning Project. The report shall document the grant agreement number, the project period, project title, project tasks, outputs, outcomes, implementation schedule, costs, benefits, and obstacles encountered during implementation. The report shall include information pertaining to the project goals, and documents the steps taken and results achieved, including but not limited to:
 - The outputs, outcomes, schedule, costs, benefits, and obstacles encountered during implementation of the project.
 - A description of the training and education activities, including the type of activity, the topics covered and the number of participants.
 - The project's success, including perceived improvements in citizen involvement, staff knowledge of water quality issues and any change in the public's perception of water pollution and water quality.

An electronic copy of the draft report shall be completed and submitted by the Grantee to the Grantor by November 1, 2025. Upon Grantor's request, the draft report shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The final report shall be completed and two (2) paper copies and one (1) electronic copy shall be submitted by the Grantee to the Grantor by December 31, 2025.

OTHER DIRECT ACTIVITIES

5. The Grantee will submit a quarterly report by the thirtieth (30th) of January, April, July, and October occurring during the Agreement Period. The quarterly report will use the following format. The first page will include the project title, agreement number, the period that the report covers, and a table showing the entire list of Deliverables or Milestones and all deliverables defined in the strategies developed under this grant. The table shall include the task, its scheduled completion date, and status. The remainder of the report will include information regarding what happened during this quarter and what is scheduled for the next quarter.

The Grantee will include the following phrase on the cover of the watershed-based plan: "This report was prepared using United States Environmental Protection Agency funds under Section 604 of the Clean Water Act distributed through the Illinois Environmental Protection Agency. The findings and recommendations contained herein are not necessarily those of the funding agencies."

The Grantee will include in any publications for external general circulation (including brochures, newsletters, and presentations materials) the following phrase: "Funding for this project provided, in part, by the Illinois Environmental Protection Agency through Section 604 of the Clean Water Act."

Attachment C1
WATERSHED RESOURCE INVENTORY

Through maps, tables, and narrative text, the Grantee shall document the Watershed Resource Inventory. The information outlined below is required, however, the Grantee can choose the format in which to deliver the information. The tables below are recommendations of possible format styles.

Watershed Boundaries - The Inventory shall include a Watershed Boundaries section. Through maps and narrative text, the Grantee shall delineate and describe the geographic boundaries and location of the watershed; identify the locations of waterbodies within the watershed; identify and describe the topography of the watershed; identify the spatial relationship of waterbodies, including what segments are connected and how water flows through the watershed; and identify the size of the watershed in acres. The Grantee shall also divide the watershed into smaller sub-watersheds and assign a unique identifier (i.e., numeric code) to each sub-watershed. Through maps, tables, and narrative text, the Grantee shall delineate and describe the geographic boundaries, location, and size of these sub-watersheds.

Geology and Climate - The Inventory shall include a Geology and Climate section.

Soils - The Inventory shall include a Soils section. The Grantee will use the most up to date soils mapping provided by the USDA Natural Resources Conservation Service (NRCS) to summarize the extent of soil types, hydric soils, soil erodibility, and hydrologic soil groups within the watershed. Through maps, tables, and narrative text, the Grantee shall delineate and describe the hydrologic soil groups found within the watershed. The Grantee will identify the soil texture, drainage description, runoff potential, infiltration rate, and transmission rate for each hydrologic group. The Grantee will identify the total acreage and percent of watershed for each hydrologic soil group. Through maps, tables, and narrative text, the Grantee shall delineate and describe the hydric soil groups found within the watershed. The Grantee will identify the total acreage and percent of watershed in hydric soils. The Grantee will identify the various soil types in the watershed and include columns summarizing hydric status and acreage in the watershed. Through maps, tables, and narrative text, the Grantee shall delineate and describe the highly erodible soils found within the watershed.

Watershed Jurisdictions – The Inventory shall include a Watershed Jurisdictions section. Through maps, tables, and narrative text, the Grantee shall delineate and describe the units of government (State, counties, townships, municipalities, unincorporated areas), and their associated jurisdictions, found within the watershed. The Grantee will identify the total acreage and percent of watershed within each jurisdiction. The Grantee will describe the roles and responsibilities of each unit of government as it relates to watershed planning, water quality, and nonpoint source pollution control.

Demographics - The Inventory shall include a Demographics section. Through maps, tables, and narrative text, the Grantee shall describe the relevant demographic characteristics of the watershed such as population, population change, growth forecasts, median age, median income, and employment.

Land Use / Land Cover - The Inventory shall include a Land Use / Land Cover section. Through maps, tables, and narrative text, the Grantee shall delineate and describe the existing land use / land cover found within the watershed and its sub-watersheds. The Grantee will identify the total acreage and percent of watershed in each land use classification. Through maps, tables, and narrative text, the Grantee shall also describe the predicted future land use / land cover within the watershed. The Grantee shall estimate the existing and future percent imperviousness (or extent of impervious cover) within the watershed and its sub-watersheds. In describing agricultural land use, the Grantee shall identify the total acreage and percent of the watershed in subcategories such as corn, soybeans, and pastureland.

Watershed Drainage System - The Inventory shall include a Watershed Drainage System section. Through maps, tables, and narrative text, the Grantee shall delineate and describe the drainage system found within the watershed and its sub-watersheds. The Grantee shall identify the locations of waterbodies (i.e. streams, lakes, wetlands, ponds, detention basins) and the spatial relationship of those waterbodies, including what segments are connected and how water flows through the watershed.

The Grantee shall divide the delineated streams and tributaries into smaller segments and assign a unique reach code or name to each segment. The Grantee shall include an inventory and description of these segments and include information about length, degree of streambed erosion, degree of streambank erosion (i.e., low, moderate, high), condition of riparian areas (i.e., poor, fair, good), degree of channelization (low, moderate, high), and debris blockages. This information shall be presented in tabular and map form. Tables shall include the following information.

Table . Summary of stream and tributary channelization.

Stream or Tributary Name	Reach Code	Stream Length Assessed (ft)	None or Low Channelization (ft/%)		Moderate Channelization (ft/%)		High Channelization (ft/%)	
Totals								

Table . Summary of stream and tributary riparian area condition.

Stream or Tributary Name	Reach Code	Stream Length Assessed (ft)	Good Condition (ft/%)		Fair Condition (ft/%)		Poor Condition (ft/%)	
Totals								

Table . Summary of stream and tributary bank erosion.

Stream or Tributary Name	Reach Code	Stream Length Assessed (ft)	None or Low Erosion (ft/%)		Moderate Erosion (ft/%)		High Erosion (ft/%)	
Totals								

The Grantee shall divide the delineated lake shorelines into smaller segments and assign a unique code or name to each segment. The Grantee shall include an inventory and description of these segments and include information length, degree of shoreline erosion (i.e., low, moderate, high), and condition of shoreline buffer zones (i.e., poor, fair, good). This information should be presented in tabular and map form. Tables shall include the following information.

Table . Summary of shoreline buffer zones.

Lake Name	Reach Code	Shoreline Length Assessed (ft)	Good Condition (ft/%)		Fair Condition (ft/%)		Poor Condition (ft/%)	
Totals								

Table . Summary of shoreline erosion.

Lake Name	Reach Code	Shoreline Length Assessed (ft)	None or Low Erosion (ft/%)		Moderate Erosion (ft/%)		High Erosion (ft/%)	
Totals								

The Grantee shall include a detention/retention basin inventory that describes these facilities by type, location, and condition.

Water Quality Assessment - The Inventory shall include a Water Quality Assessment section. Through maps, tables, and narrative text, the Grantee shall describe the water quality of lakes and streams found within the watershed and its sub-watersheds. The Grantee shall describe the character and location of lakes and stream segments to which the Illinois Environmental Protection Agency (Illinois EPA) has assigned Assessment Unit IDs for the purpose of inventorying, evaluating, and reporting water quality conditions in accordance with Section 305(b) of the Federal Clean Water Act (CWA). This description shall identify the status of designated use support and identify causes and sources of impairment as reported in the most recent Illinois Integrated Water Quality Report. The Grantee shall also summarize any other available, relevant water quality and related information and shall use this information to further identify the potential causes of impairment (pollutants) and pollutant sources for the watershed and its sub-watersheds.

The Grantee shall identify pollutant loads (i.e., pounds/year of phosphorus) by source (i.e., urban runoff, streambank erosion) or land use type, such as in the following table.

Table : Estimated existing annual pollutant load by source at the watershed scale.

Source	N Load (lb/yr)	P Load (lb/yr)	Sediment Load (tons/yr)
Urban			
Cropland			
Forest & Grassland			
Water/Wetland			
Streambank			
Shoreline			
Total			

The Grantee shall identify an estimate of the existing annual pollutant loads for the watershed and for each of its sub-watersheds as in the following table.

Table : Annual pollutant load by sub-watershed.

Sub-watershed	N Load (lb/yr)	P Load (lb/yr)	Sediment Load (tons/yr)

The Grantee shall identify an estimate of the annual pollutant load reduction targets, or needed load reductions, for the watershed and for its sub-watersheds.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Environmental Protection Agency

Organization Name: County of DuPage 6042102

Notice of Funding
Opportunity (NOFO) Number: 376-1702

Data Universal Number System (DUNS) Number (enter numbers only): 135836026

Catalog of State Financial Assistance (CSFA) Number: 532-60-0376

CSFA Short Description: FY21 Section 604b Grant Program

Section A: State of Illinois Funds

Fiscal Year: 22

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$	\$25,632.23
2. Fringe Benefits	200.431	\$	\$9,967.77
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	\$90,000
7. Consultant (Professional Service)	200.459	\$	
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	\$125,600
17. Total Indirect Costs	200.414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	\$125,600

Instructions
found at end of
document.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: County of DuPage

NOFO Number: 376-1702

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

- ☐ 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

- ☐ 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

- ☐ 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

- ☐ 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

- ☐ 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
- ☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
- ☐ complies with other statutory policies.
- The Restricted Indirect Cost Rate is: _____ %

- ☒ 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: _____ To: _____ Approving Federal or State Agency: _____

Indirect Cost Rate: _____ % The Distribution Base Is: _____



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: County of DuPage

NOFO Number: 376-1702

Section B: Non-State of Illinois Funds

Fiscal Year: 22

REVENUES		Total Revenue
Grantee Match Requirement %:	(Agency to Populate)	
b) Cash		\$
c) Non-Cash		\$
d) other Funding and Contributions		\$
Total Non-State Funds (lined b through d)		\$

Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$
2. Fringe Benefits	200.431	\$
3. Travel	200.474	\$
4. Equipment	200.439	\$
5. Supplies	200.94	\$
6. Contractual Services and Subawards	200.318 & 200.92	\$
7. Consultant (Professional Services)	200.459	\$
8. Construction		\$
9. Occupancy (Rent and Utilities)	200.465	\$
10. Research and Development (R&D)	200.87	\$
11. Telecommunications		\$
12. Training and Education	200.472	\$
13. Direct Administrative Costs	200.413 (c)	\$
14. Miscellaneous Costs		\$
15. A. Grant Exclusive Line Item(s)		\$
15. B. Grant Exclusive Line Item(s)		\$
16. Total Direct Costs (add lines 1-15)	200.413	\$
17. Total indirect Costs	200.414	\$
Rate %:		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: County of DuPage

NOFO Number: 376-1702

Data Universal Number System (DUNS) Number (enter numbers only) : 135836026

Fiscal Year: 22

Catalog of State Financial Assistance (CSFA) Number: 532-60-0376

CSFA Short Description: FY21 Section 604b Grant Program

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

County of DuPage

Institution/Organization Name:

Chief Financial Officer

Title (Chief Financial Officer or equivalent):

Jeff Martynowicz

Printed Name (Chief Financial Officer or equivalent):



Signature (Chief Financial Officer or equivalent):

10/19/2021

Date of Execution (Chief Financial Officer):

County of DuPage

Institution/Organization Name:

Director of Stormwater Management

Title (Executive Director or equivalent):

Sarah Hunn

Printed Name (Executive Director or equivalent):



Signature (Executive Director or equivalent):

10.19.2021

Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

FFATA Data Collection Form

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:

Sub-recipient DUNS: 135836026

Sub-recipient Parent Company DUNS:

Sub-recipient Name: County of DuPage

Sub-recipient DBA Name: DuPage County or County of DuPage

Sub-recipient Street Address: 421 N. County Farm Road

City: Wheaton

State: IL

Zip-Code: 60187

Congressional District: 3,5,6,8,11,14

Sub-recipient Principal Place of Performance:

City: Wheaton

State: IL

Zip-Code: 60187

Congressional District: 3,5,6,8,11,14

Contract Number (if known):

Award Amount:

\$125,600 ,

Project Period: From:

Mar 1, 2024

Project Period: To:

Dec 31, 2025

State of Illinois Awarding Agency and Project Detail Description:

Illinois Environmental Protection Agency 2022 Section 604b

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes ☐

If Yes, must answer Q2 below.

No ☒

If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes ☐

No ☐

If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:



State of Illinois **UNIFORM GRANT BUDGET TEMPLATE**

1). Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
	Water Quality Supervisor	\$64.24	Hourly	6 %	1,950	\$7,016.49	Add Delete
	Water Quality Specialist	\$49.63	Hourly	2 %	1,950	\$1,806.87	Add Delete
	Stormwater Outreach Coordinator	\$44.19	Hourly	2 %	1,950	\$1,673.88	Add Delete
	Environmental Technician	\$42.21	Hourly	4 %	1,950	\$3,595.99	Add Delete
	Senior Engineering Technician	\$50.76	Hourly	1 %	1,950	\$960.96	Add Delete
Senior	Civil Engineer	\$49.63	Hourly	3 %	1,950	\$2,710.30	Add Delete
	Seasonal Intern	\$18	Hourly	2 %	1,950	\$712.79	Add Delete
Director of Stormwater Management		\$99.00	Hourly	1 %	1950	\$2,456.41	
	GIS Analyst	\$49.63	Hourly	5 %	1950	\$4,698.52	
					State Total	\$25,632.23	Add Delete
					NON-State Total		
					Total Personnel		

Personnel Narrative (State):

Water Quality Supervisor will be responsible for overall project management, presenting to stakeholders, reviewing pollutant load modeling, and will oversee contractor work on the project. Water Quality Specialist will lead and coordinate the stream inventory and detention basin assessment, contribute to plan review and assist with stakeholder meetings. Communications Supervisor will coordinate stakeholder meetings, oversee all outreach and education components, and contribute to review of the plan. Environmental Technician and Senior Environmental Technician will conduct stream inventories, detention basin assessments and assist with stakeholder meetings. Civil Engineer will review pollutant load modeling and assist with stakeholder meetings. Intern will conduct detention basin and stream



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

1). Personnel (Salaries and Wages) (2 CFR 200.430)

assessments and assist staff with the above tasks as needed. Director will review plan documents and financial reports and attend stakeholder meetings.
GIS Analyst will create maps and exhibits.

Position salaries have been listed as the maximum position salaries to allow for any wage increases and/or new hire staff salaries

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
	Water Quality Supervisor	\$7,016.49	40 %	\$2,806.60	Add Delete
	Water Quality Specialist	\$1,806.87	40 %	\$722.75	Add Delete
	Stormwater Outreach Coordinator	\$1,673.88	40 %	\$669.55	Add Delete
	Environmental Technician	\$3,595.99	40 %	\$1,438.40	Add Delete
	Senior Engineering Technician	\$960.96	40 %	\$384.38	Add Delete
Senior	Civil Engineer	\$2,710.30	40 %	\$1,084.12	Add Delete
Director of Stormwater Management	GIS Analyst	\$2,456.41	40 %	\$982.56	Add Delete
		\$4,698.52	40 %	\$1879.41	
			State Total %	\$9,967.77	Add Delete
			Non-State Total		
			Total Fringe Benefits		

Fringe Benefits Narrative (State):

Fringe benefits include IMRF at 12.10% and FICA at 7.65%, applied to employee salaries and wages charges. It also includes Employer's share of Health, Dental, and Life Insurance (or Opt-Out pay), and Flexible Benefits Earnings, calculated based upon individual employee healthcare insurance options chosen. Fringe benefits for full time employees vary from person to person and are estimated for the purposes of this grant application at 1.4 times the direct rate. Fringe benefits do not apply to seasonal interns.

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Travel							

Travel Narrative (State):
Travel Narrative (Non-State): (i.e., "Match" of "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

	Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows	
					Add	
					Delete	
	State Total					
					Add	
					Delete	
	Non-State Total					
Total Equipment						

Equipment Narrative (State):

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

5). Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

	Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows	
					Add	
					Delete	
	State Total					
					Add	
					Delete	
	Non-State Total					
	Total Supplies					

Supplies Narrative (State):

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



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows
Consulting Services to create West Branch DuPage River Watershed Based Plan	\$90,000.00	Add Delete
State Total	\$90,000.00	
		Add Delete
Non-State Total		
Total Contractual Services	\$90,000.00	

Contractual Services Narrative (State):

Assistance is required to create a West Branch DuPage River Watershed Based Plan. Environmental Consulting Firm will be contracted to assist with stakeholder outreach, conduct pollutant load modeling, analyze field data, identify projects, and model load reductions. assist with plan writing, assist

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--
 Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Consultant Services (Fees)						

Consultant Services Narrative (State):

Consultant Services Narrative (Non-State):

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Consultant Expenses							

Consultant Expenses Narrative (State):

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



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
			Add
			Delete
	State Total		
			Add
			Delete
	Non-State Total		
	Total Construction		
Construction Narrative (State)			
Construction Narrative (Non-State) (i.e. "Match" or "Other Funding")			



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Occupancy - Rent and Utilities						

Occupancy - Rent and Utilities Narrative (State):

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

10). Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total Research and Development			

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Telecommunications						

Telecommunications Narrative (State):

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Training and Education						

Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add
							Delete
State Total							
				%			Add
							Delete
NON-State Total							
Total Direct Administrative Costs							

Direct Administrative Costs Narrative (State):

Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

14). Other or Miscellaneous Costs

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

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Other or Miscellaneous Costs						
Other or Miscellaneous Costs Narrative (State):						
Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State)

Grant Exclusive Line Item Narrative (Non-State) i.e. "Match" or "Other Funding"

Add New Grant Exclusive Line Item

Delete Grant Exclusive Line Item



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

16). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total Indirect Costs				
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel	\$25,632.23		\$25,632.23
2. Fringe Benefits	\$9,967.77		\$9,967.77
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services	\$90,000.00		\$90,000.00
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$125,600.00		
Non-State Amount			
TOTAL PROJECT COSTS			\$125,600.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: County of DuPage 6042102 Notice of Funding
Data Universal Number System (DUNS) Number (enter numbers only) : 135836026 Opportunity (NOFO) Number: 376-1702
Catalog of State Financial Assistance (CSFA) Number: 532-60-0376 CSFA Short Description: FY21 Section 604b Grant Program
Fiscal Year(s): 22

Initial Budget Request Amount: _____

Prior Written Approval for Expense Line Item: NA

Statutory Limits or Restrictions: NA

Checklist: NA

Final Budget Amount Approved: _____

Joey Logan-Pugh

Program Approval Name _____ Program Approval Signature _____ Date _____

Max Paller

Fiscal & Administrative Approval Name _____ Fiscal & Administrative Approval Signature _____ Date _____

Budget Revision Approved: _____

Joey Logan-Pugh

Program Approval Name _____ Program Approval Signature _____ Date _____

Max Paller

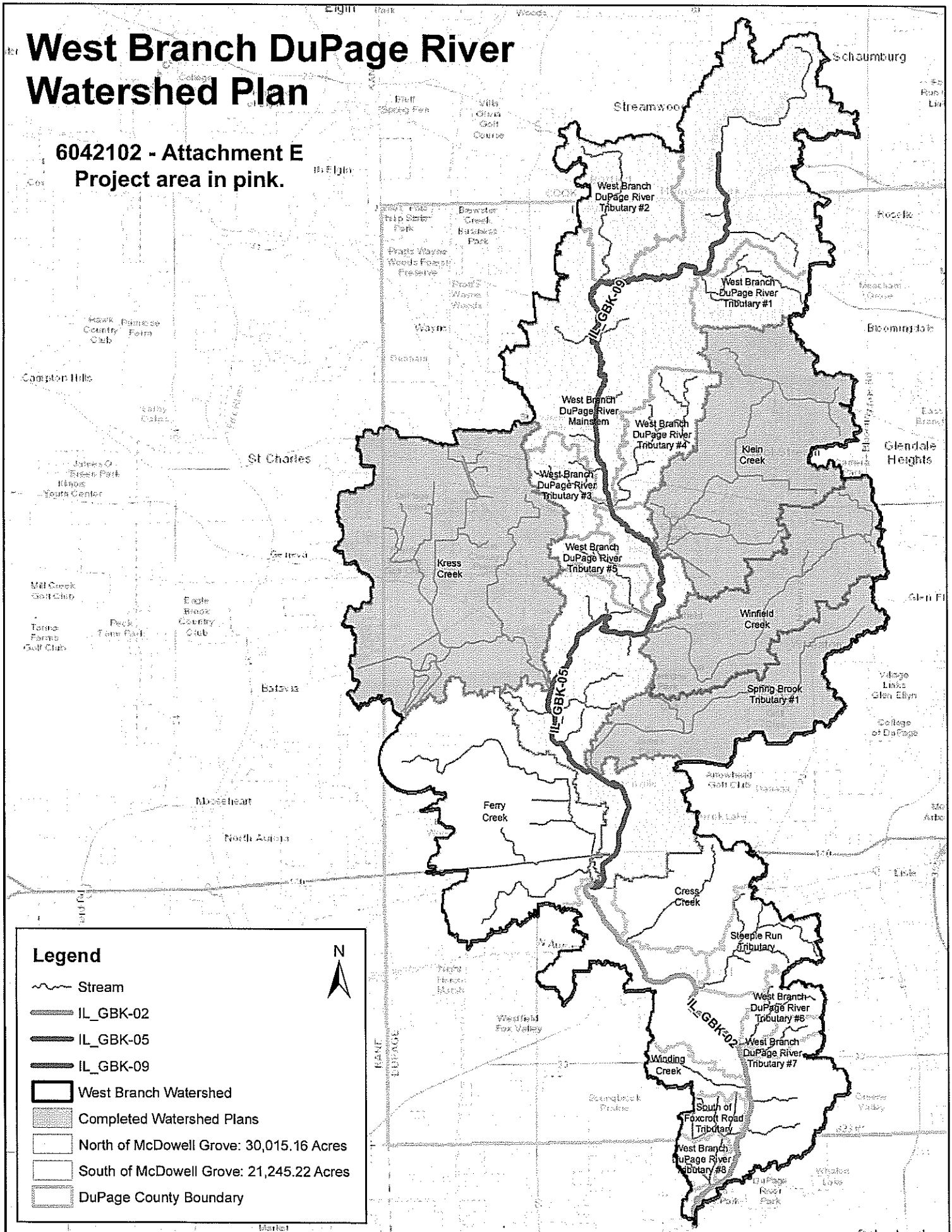
Fiscal & Administrative Approval Signature _____ Fiscal & Administrative Approval Signature _____ Date _____

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

West Branch DuPage River Watershed Plan

6042102 - Attachment E
Project area in pink.



Legend

Stream

IL_GBK-02

IL_GBK-05

IL_GBK-09

West Branch Watershed

Completed Watershed Plans

North of McDowell Grove: 30,015.16 Acres

South of McDowell Grove: 21,245.22 Acres

DuPage County Boundary