**Section 3051.70 Grant Requirements**

a) Grant Agreement

1) Upon grant award, the grantee and the Department shall execute a written Grant Agreement. All grants shall be in compliance with GATA.

2) The Department will enter into a Grant Agreement with the grantee using the Grant Agreement modeled on the uniform GATU template (see GATA Rule Section 7000.370). Project objectives and performance goals will be included in the Grant Agreement to measure the grantee's performance.

3) The Grant Agreement shall contain substantive provisions including, but not limited to, the following:

A) recitation of legal authority pursuant to which the Grant Agreement is made;

B) identification of the project;

C) identification of a completion date;

D) identification of the grant amount;

E) condition and manner by which the Department will pay the grant amount to the grantee as reimbursements for expenditures made by the grantee, subject at all times to annual appropriation by the General Assembly;

F) signed document by the applicant verifying the applicant has the resources to initially finance the project;

G) agreement by the grantee to comply with program regulations;

H) agreement by the grantee to indemnify the Department from any liability relative to the project;

I) agreement by the grantee not to assign or transfer any of the rights, duties or obligations of the grantee without the written consent of the Department; and

J) agreement that the grantee shall not deviate from the budget, project scope, or objectives stated in the Grant Agreement except with mutual written agreement of the Department and grantee (see GATA Rule Section 7000.370(b)).

b) Grant Term

1) The grant term begins on the date of the Department's execution of the Grant Agreement, unless a different beginning date is provided in the Grant Agreement.

2) In order for costs to be eligible for reimbursement, the project must not be initiated and costs shall not be incurred prior to the grant term.

3) Grant funds are available as reimbursements for expenditures by a grantee during the grant term, which shall be for a period no longer than 2 years, unless an extension is granted under subsection (b)(4).

4) The grant term ends on the completion date set forth in the Grant Agreement, unless a written request for an extension is submitted by the grantee no later than 30 days prior to the award completion date, based upon circumstances outside of the grantee's control and approved by the Department in writing.

c) Financial Management

1) The grant award will be paid to the grantee as reimbursements for expenditures made by the grantee.

2) Reimbursements will be at the completion of the project, unless the Department, based upon a request from the grantee for good cause, determines to provide reimbursement payments on an interim basis.

3) Upon project completion or for interim reimbursement requests, the grantee must submit a project billing request listing and verifying all funds expended on the project for which reimbursement is sought, as well as required billing documentation.

4) The grantee shall keep adequate records relating to its administration of a project, particularly relating to all incurred costs. These records shall be available for audit by appropriate DNR personnel and the State Auditor General. All records shall be retained in accordance with the State Records Act [5 ILCS 160]. Grantees are subject to the auditing standards stipulated by GATU (see GATA Rule Section 7000.90).

5) All purchases must be completed or legally obligated prior to the end of the term of the Grant Agreement to be eligible for reimbursement.

d) Equipment

1) Equipment acquired pursuant to the Grant Agreement will be limited in use to the purpose of the project for the duration of the grant term, unless specified otherwise in the Grant Agreement.

2) Grantees will be responsible for the maintenance of any equipment purchased through the Grant Program.

3) Equipment is to be kept safe and secure by the grantee.

4) Equipment purchased shall become the property and the responsibility of the grantee at the end of the grant term, unless specified otherwise in the Grant Agreement.

e) Employees

1) Grantee employee salary and indirect costs that are reimbursed pursuant to the Grant Agreement must be documented and included in grantee's final reports, annual progress reports, and interim reimbursement requests, if applicable. Benefit costs are not eligible for reimbursement. Indirect cost rates shall follow GATU processes in place at the time of the Grant Agreement.

2) Documentation of employee salary must be hourly, including a description and location of the work performed.

3) Staff salary for time spent on activities not included in the Grant Agreement is not eligible for reimbursement.

f) Reporting Requirements

1) The grantee shall provide written reports no later than 30 days after the end of each quarter (see GATA Rule Section 7000.410). Reports shall include the status of the project and financial data using the forms or format provided by the Department (see Section 3051.80).

2) The grantee shall provide a written final report to the Department no later than 30 days following the completion date of the Grant Agreement. The final report shall be in the form or format provided by the Department and include:

A) A summary of the accomplishments related to the project goals;

B) A financial report;

C) An equipment use report; and

D) Any other information requested by the Department.

3) For multiple year projects, projects requesting interim reimbursements, and projects involving significant equipment, the Grant Agreement shall address reporting requirements, if any, in addition to the final report.

4) Failure to provide the final report or additional reports as required in this subsection (f) may render the grantee ineligible to receive reimbursement payments under the current award and ineligible for future awards. Due dates for reports may be extended for just cause when requests are submitted in writing at least 2 weeks prior to the due date.

g) Inspections. The Department may make periodic inspections of the project as stewardship actions progress. The Department will complete a final inspection or document review and formally accept the completed project prior to final grant payment.

h) Public Credit. To educate the public and promote the Grant Program, the grantee shall give public credit to the "Illinois Department of Natural Resources – Illinois Natural Areas Stewardship Grant Program" and coordinate with the Department on any publication, written document, news article, television or radio release, interview, or personal presentation, if initiated by the grantee, that refers to the project.