

## NOTICE OF GRANT AGREEMENT

### **PART I - Notice of Grant Award to County of McHenry**

This Grant Agreement (“Agreement”) is made and entered into by and between the Illinois Emergency Management Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and County of McHenry (Grantee), 2200 North Seminary Avenue, Woodstock, **Illinois 60098-2637**.

The funding source for this agreement is from the U.S. Department of Transportation (USDOT), Pipeline and Hazardous Materials Safety Administration (PHMSA), Federal Fiscal Year **2013 Hazardous Materials Emergency Preparedness (HMEP) Grant Program, CFDA #20.703**.

The Grantor hereby grants to the Grantee an amount not exceeding **\$1,732.00** for the period from **October 1, 2013, to September 30, 2014**. This amount is the federal share of the total project cost.

The Grantee hereby agrees to use the funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this Agreement and applicable federal and state policies and grant guidance.

This Agreement and attachments constitute the entire agreement between the parties and there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

### **PART II – Term**

The period of performance covered by the Agreement shall be from **October 1, 2013, to September 30, 2014**.

### **PART III- Scope of Work**

The Grantee will utilize the HMEP funding as outlined in the Grantee’s FFY13 Grant Program Application. The HMEP funds shall be used for costs related to transportation-related hazmat planning activities.

The Budget Detail Worksheet, provided in Attachments A and B, outlines the costs required by the Grantee to complete the Scope of Work for this project and expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed in the Budget Detail Worksheets. Each Budget Detail Worksheet submitted by the Grantee and approved by the Grantor shall be considered an authorized budget and an attachment of this Agreement.



## **PART IV – Compensation Amount**

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of **\$1,732.00**.

## **PART V – Terms and Conditions**

**SPENDING LIMITATIONS:** All allocations and use of funds shall be in accordance with applicable grant guidance and application kits. The Grantee shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds, including all HMEP Grant Program requirements, the Illinois Emergency Management Agency Act, 20 ILCS 3305/1 *et seq.*, and the federal and state Emergency Planning and Community Right-to-Know Acts, 42 U.S.C. 11001 *et seq.*, and 430 ILCS 100/1 *et seq.* The Grantee recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this Agreement. All subcontracts issued by the Grantee in excess of \$25,000.00 must be pre-approved by IEMA.

**FISCAL FUNDING:** IEMA's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which USDOT fails to provide the funds, or the Illinois General Assembly fails to make an obligation sufficient to pay such obligation. IEMA shall give the Grantee notice of such termination for funding as soon as practicable after IEMA becomes aware of the failure of funding. The Grantee's obligation to perform work shall cease upon notice by IEMA of lack of appropriated funds.

**METHOD OF COMPENSATION:** The Grantee must submit to IEMA a Quarterly Claims Form as provided by the Grantor no later than 30 days after the end of each Federal Fiscal Year quarter. Along with the Quarterly Claim Form, the Grantee must submit vendor invoice or computer generated report with description of costs, including statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to IEMA policies and procedures, in order to receive compensation through this Agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantee agrees to maintain appropriate records of actual costs incurred and to submit copies of invoices for items identified as supplies or equipment in addition to normal expenditure information to IEMA. No costs eligible under this Agreement shall be incurred after **September 30, 2014**.

**NON-SUPPLANTING REQUIREMENT:** The Grantee agrees that funds received under this Agreement will be used to supplement, but not supplant, state or local funds for the same purposes. The Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

**REPORTS:** The Grantee must submit to IEMA, a Quarterly Claims (Project Update and Task Update Section) and HMEP Grant Report/Update form as provided by the Grantor no later than 30 days after the end of each Federal Fiscal Year quarter (January 31<sup>th</sup>, April 30<sup>th</sup>, July 31<sup>st</sup> and October 31<sup>st</sup>). These reports must be received by IEMA quarterly, even if you do not file for reimbursement.

**ACCOUNTING REQUIREMENTS:** The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement as required by IEMA. The Grantee shall

keep records sufficient to permit the tracing of funds to ensure that expenditures are made in accordance with this Agreement. All financial and programmatic records and other supporting documents must be maintained in accordance with 49 CFR 19.53. Funds received by the Grantee must be placed in an interest-bearing account.

The Grantee shall comply with the most recent version of the Administrative Requirements and Cost Principles, as applicable. A non-exclusive list of regulations commonly applicable is listed below:

A. Administrative Requirements

1. 49 U.S.C. 5101 *et seq.*, Federal Hazardous Material Transportation Law
2. 49 CFR 110, Hazardous Materials Training program regulations
3. 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

**DUPLICATION OF BENEFITS:** The Grantee may not duplicate any Federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any cost allocable to a particular Federal award or cost objective under the principles provided for in this Authority may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons. However, this prohibition would not preclude the Grantee from shifting costs that are allowable under two or more awards in accordance with existing program agreements.

**MATCHING FUNDS:** The Grantee shall provide a match of 20%, which is **\$433.00** of all activities covered under this Agreement. All cost sharing or matching funds claimed by the Grantee shall meet the requirements of the program regulations, including but not limited to 49 CFR 110.60. Costs must first be reasonable, allowable, allocable, and necessary, and every item must be verifiable (i.e. tracked and documented). Except as provided by federal law, a cost sharing or matching requirement may not be met by other federal funds. Funds used for matching purposes under any other federal grant or cooperative agreement may not be used for matching purposes.

**RECORDKEEPING AND AUDITS:** The Grantee shall maintain records for equipment, non-expendable personal property, and real property. The Grantee shall, as often as deemed necessary by IEMA or USDOT, or any of their duly authorized representatives, permit IEMA, USDOT, the Auditor General, the Attorney General, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Agreement for three years from the date of submission of the Final Report or until related litigation, claims, or audit findings have been resolved, whichever is later. The Grantee certifies that all audits submitted under the provisions of OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations,

have been approved by IEMA. The Grantee acknowledges that these are federal pass-through funds that must be accounted for in the jurisdiction's Single Audit under the Single Audit Act of 1996, if required.

**MODIFICATION AND AMENDMENT OF THE AGREEMENT:** This Agreement is subject to revision as follows:

Modifications may be required because of changes in state or federal laws, regulations, or federal grant guidance as determined by IEMA. Any such required modification shall be incorporated into and will

- A. be part of this Agreement. IEMA shall notify the Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made upon written agreement of both IEMA and the Grantee.

**TERMINATION FOR CONVENIENCE:** This Agreement may be terminated in whole or in part by IEMA for its convenience, provided that, prior to termination, the Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of IEMA's intent to terminate, and 2) an opportunity for consultation with IEMA prior to termination. In the event of partial or complete termination of this Agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to the Grantee for expenses incurred under this Agreement prior to termination.

**TERMINATION FOR BREACH OR OTHER CAUSE:** IEMA may terminate this Agreement without penalty to IEMA or further payment required in the event of:

- A. Any breach of this agreement that, if it is, susceptible of being cured, is not cured within 15 calendar days after receipt of IEMA's notice of breach to the Grantee.
- B. Material misrepresentation or falsification of any information provided by the Grantee in the course of any dealing between the parties or between the Grantee and any state agency.

The Grantee's failure to comply with any one of the terms of this Agreement shall be cause for IEMA to seek recovery of all or part of the funds.

**SEVERABILITY CLAUSE:** If any provision under this Agreement or its application to any person of circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement which can be given effect without the invalid provision or application.

**WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES:** The Grantee shall provide worker's compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for worker's compensation, social security and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for employees of the Grantee who are performing services specified by the Agreement.

**RECAPTURE OF FUNDS:** The Grantee shall return to IEMA all state or federal grant funds that are not expended or received from IEMA in error. All funds remaining at the expiration of the period of time the

funds are available for expenditure or obligation by the Grantee shall be returned to IEMA within 45 days, if applicable. IEMA may recapture those funds in accordance with State and Federal laws and regulations. The Grantee's failure to comply with any one of the terms of this Agreement shall be cause for IEMA to seek recovery of all or part of the funds.

**MAINTENANCE AND REVIEW OF EQUIPMENT:** IEMA reserves the right to reallocate or repossess all equipment procured by the Grantee under this Agreement if the property is not properly maintained by the Grantee according to the manufacturer's guidelines and IEMA's requirements. All equipment procured by the Grantee through this Agreement shall be made available for review by IEMA upon request.

**COPYRIGHTS:** PHMSA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Grantee purchases with funds provided under this Agreement.

**LIABILITY:** Both IEMA and the Grantee are instrumentalities of the State of Illinois. Neither party to this Agreement shall be liable for any negligent or intentional acts or omissions chargeable to the other unless such liability is imposed by law. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or a third party.

**FEIN:** Under penalties of perjury, the Grantee certifies that **36-6006623** is its correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. The Grantee files with the IRS as a (please check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Individual              | <input type="checkbox"/> Real Estate Agent                         |
| <input type="checkbox"/> Sole Proprietorship     | <input checked="" type="checkbox"/> Governmental Entity            |
| <input type="checkbox"/> Partnership             | <input type="checkbox"/> Tax Exempt Organization (IRC 501(a) only) |
| <input type="checkbox"/> Corporation             | <input type="checkbox"/> Trust or Estate                           |
| <input type="checkbox"/> Medical and Health Care | <input type="checkbox"/> Services Provider Corporation             |

**CERTIFICATION:** The Grantee certifies under oath that all information in the Agreement is true and correct to the best of the Grantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the Agreement; and that the award of funds is conditioned upon such certification.

**PART VI - Special Conditions for HMEP Grant**

The Grantee must expend a minimum of fifty percent (50%) of the federal grant funds allocated to it by the end of the third quarter or June 30, 2014. Should this milestone not be met, the Grantor reserves the right to amend the Agreement to reduce the scope of the project outlined in the program application.

The Grantee acknowledges that there is a cost share match associated with the grant as listed in Part I. Failure to achieve the minimum cost match amount of twenty percent required by September 30, 2014, will necessitate the Grantor to recoup a proportional amount of previously disbursed federal funds through the Grants Recovery Act to ensure the required cost match is achieved. Under no circumstance will the Grantor reimburse to the Grantee an amount for the fourth quarter (September 30, 2014) that results in the federal share exceeding eighty percent of the total project cost documentation submitted to date

## **PART VII - Other Requirements**

**CONFLICT OF INTEREST:** No official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this Agreement, shall have any financial or other personal interest in any such contract for the acquisition/development. No federal employees shall receive any funds under this award. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this program. The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**HATCH ACT:** The Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**ACTIVITIES CONDUCTED ABROAD:** The Grantee shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**USE OF FUNDS:** The Grantee shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of IEMA.

**DELINQUENCY:** The Grantee shall not be delinquent in the repayment of any federal debt, including but not limited to delinquent payroll or other taxes, audit disallowances, and benefit overpayments.

**BUSINESS ENTERPRISE PROGRAM:** The Grantee is encouraged to take all necessary affirmative steps to assure that small, women-owned, minority disadvantaged businesses, veteran, and HUBZone business forms are used when possible.

**NON-DISCRIMINATION:** In carrying out the program, the Grantee will comply with all applicable federal laws relating to nondiscrimination including, but not limited to:

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
- 49 CFR 21, "Nondiscrimination in federally-Assisted Programs of the Department of Transportation; and
- Any other nondiscrimination statute(s) that may apply to the project.

The Grantee shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Grantee shall post in conspicuous

places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

**DEBARMENT AND SUSPENSION:** The Grantee shall comply with debarment and suspension provisions as contained in 2 CFR 1200, which generally prohibits entities that have been debarred, suspended or voluntarily excluded from participating in federal non-procurement transactions either through primary or lower-tier covered transactions. The Grantee shall comply with the subpart C of the OMB guidelines in 2 CFR, as supplemented by 2 CFR 1200.

**LOBBYING:** The Grantee certifies to the best of his or her knowledge and belief that:

- (a) No federally appropriated funds have been or will be paid by or on behalf of the Grantee to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance or the extension continuation, renewal, or amendment, of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
- (b) If any funds other than federally appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Grantee assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying,"
- (c) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts and contracts under grants, loans, and cooperative agreements).

**NIMS COMPLIANCE:** The Grantee certifies that it has fully implemented all current National Incident Management System compliance activities in accordance with Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents*.

**ANTI-BRIBERY:** The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee.

**BIDDING:** The Grantee hereby certifies that it has not been barred from bidding on or receiving state or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

**OTHER APPLICABLE LAWS:** The Grantee certifies that it will comply with all applicable federal laws, regulations, policies and orders governing this program.

**SEAT BELT USE:** The Grantee is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating vehicles.

**TEXTING WHILE DRIVING:** The Grantee is encouraged to adopt and enforce policies that ban text messaging while driving vehicles when on official Grantee business or when performing any work for or on behalf of the Grantee.

**DRUG FREE CERTIFICATION:** The Grantee must comply with federal and state drug-free workplace requirements, including 412 U.S.C. 701, 49 CFR 32 and 30 ILCS 580/1, *et seq.* False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing the Agreement, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The Grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) Abide by the terms of the statement; and
    - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the Grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying IEMA within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.



- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

Grantor: IL Emergency Management Agency

Grantee: County of McHenry

Signature: \_\_\_\_\_  
Jonathon E. Monken, Director

Signature: \_\_\_\_\_  
Tina Hill, County Board Chairman

By: \_\_\_\_\_  
Lisa M. Desai, Assistant to the Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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