

Agenda Item # 35

DISTRIBUTION

County Board
County Administrator- OMB (2)
County Administrator-Controller
Sheriff


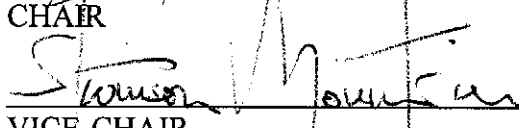
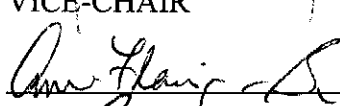
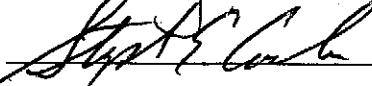

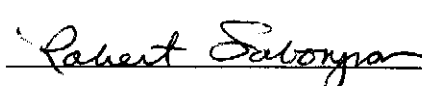
STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR JUNE, A.D., 2005 SESSION
JULY 12, A.D., 2005

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Financial and Administrative Committee presents herewith a Resolution authorizing the Chair of the Board to accept and execute a FY 2005 Illinois Citizen Corps Program Grant and authorize an emergency appropriation in Fund 101, Management Center 3009110 in the amount of \$8,250, and request its adoption.

Respectfully submitted,

	AYE	NAY
 _____ CHAIR	X	_____
 _____ VICE-CHAIR	X	_____
 _____	✓	_____
 _____	✓	_____
 _____	✓	_____
 _____	✓	_____
_____ FINANCIAL & ADMINISTRATIVE COMMITTEE	_____	_____

RESOLUTION

WHEREAS, the Sheriff has received notice from the Illinois Emergency Management Agency, of its intent to fund a 2005 Illinois Citizens Corps Program Grant, and provide funding in the amount of \$8,250; and

WHEREAS, the grant must be appropriated by the County of Lake in the amount of \$8,250; and

WHEREAS, the necessary approvals must be made in order to accept the grant.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that Lake County accepts the 2005 Illinois Citizen Corps Grant in the amount of \$8,250, a copy of the program agreement to be attached hereto and thereby made part of this Resolution.

BE IT FURTHER RESOLVED, that an emergency appropriation for the grant in the amount of \$8,250 is hereby authorized in Fund 101, Management Center 3009110, and that the Sheriff's Department will submit a chart of accounts for the program budget to the Controller as soon as practicable; and

BE IT FURTHER RESOLVED, that offsetting revenue in the amount of \$8,250 will be deposited in the proper revenue account; and

BE IT FURTHER RESOLVED, that the Chair of the Board, and the Lake County Treasurer are hereby authorized to execute the necessary documentation in connection with the acceptance of the grant, a copy of the program agreement to be attached hereto and thereby made a part of this Resolution.

DATED, at Waukegan, Lake County, Illinois, on this 12th. day of July, A.D., 2005.

**ILLINOIS EMERGENCY
MANAGEMENT AGENCY**



ROD R. BLAGOJEVICH, GOVERNOR

WILLIAM C. BURKE, DIRECTOR

March 24, 2005

Suzi Schmidt, Chairman
Lake County Citizen Corps Council
18 N. County St.
Waukegan, Illinois 60085

Dear Chairman Schmidt,

Attached is the grant agreement between the Illinois Emergency Management Agency (IEMA) and Lake County for the 2005 Illinois Citizen Corps Program Grant. Thank you for your jurisdiction's recent response in addressing any concerns regarding your grant application as applicable. At this time, please sign the attached grant agreement and return only the signature page in the enclosed envelope.

As soon as IEMA executes the grant agreement, we will return a copy for your records. At that point, your jurisdiction may begin to purchase items off your approved budget under the 2005 Illinois Citizen Corps Program Grant as submitted in your approved grant application. It is the jurisdiction's responsibility to incur the expense under this program. As you incur expense, please remit invoices, along with the invoice submittal sheet as a cover sheet to the invoices recently e-mailed to your grant point of contact, for reimbursement to Ms. Kristen Canterbury at 110 E. Adams, Springfield, Illinois 62701 or by fax at (217) 558-1335. Your jurisdiction will be reimbursed the amount on the invoices within 4 weeks of submission.

In addition, according to the grant agreement, your jurisdiction is responsible for submitting Biannual Strategy Implementation Reports (BSIR) on June 30, 2005; December 31, 2005; June 30, 2006; and December 31, 2006. Forms to complete this report will be forthcoming to your grant point of contact. Failure to comply with the reporting requirements may be cause for IEMA to terminate your grant, so please ensure that your jurisdiction does submit the BSIR in a timely fashion.

Should you have any questions regarding the 2005 Illinois Citizen Corps Program Grant, please contact Ms. Michelle Hanneken or Ms. Kristen Canterbury at (217) 558-1334 or your IEMA Regional Coordinator.

Sincerely,

William C. Burke
Director

cc: David Christensen, Citizen Corps Grant Point of Contact
Ron Carlson, IEMA Regional Coordinator

**ILLINOIS EMERGENCY
MANAGEMENT AGENCY**



ROD R. BLAGOJEVICH, GOVERNOR
WILLIAM C. BURKE, DIRECTOR

NOTICE OF GRANT AGREEMENT

Part I - Notice of Grant Award to Lake County

This Grant Agreement is made and entered by and between the Illinois Emergency Management Agency (Grantor), 110 East Adams Street, Springfield, Illinois 62701-1109, and Lake County (Grantee), 18 N. County St., Waukegan, Illinois 60085.

WHEREAS this Grant is to utilize funds from the Department of Homeland Security (DHS) Fiscal Year 2005 Appropriation for the Citizen Corps Program (CFDA #97.053).

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding \$8,250.00 for the period from the date of final execution to December 31, 2006. 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. This period of award may be amended if there is a delay in the release of these funds from the Federal Government.

It is agreed between the parties, that the agreement, as written, is the full and complete agreement between the parties and that there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

This Grant Agreement and Attachments constitutes the entire agreement between the parties. Each budget detail worksheet submitted by the Grantee and approved by the Grantor as an authorized expenditure of this Grant shall be considered an attachment of this Grant Agreement.

Part II - Term

The term of this Grant Agreement shall be from the date of final execution by the Grantor through December 31, 2006.

Part III - Scope of Work

The Grantee budget detail worksheet is provided in Attachment A. The Initial Strategy Implementation Program (ISIP) is provided in Attachment B. As each budget detail worksheet and ISIP is approved, it shall also be considered as an attachment of this Grant Agreement.

Part IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of \$8,250.00.

Part V - Terms and Conditions

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

METHOD OF COMPENSATION: 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 expenditure information to the Grantor. No costs eligible under this agreement shall be incurred after December 31, 2006.

ACCOUNTING REQUIREMENTS: The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under the Grant Agreement as required by the Grantor. The Grantee shall keep records sufficient to permit the tracing of funds to ensure that expenditures are made in accordance with this Grant Agreement.

REPORTS: The Grantee shall submit a semi-annual programmatic activity narrative and financial report called the Bi-Annual Strategy Implementation Report (BSIR) to the Grantor every January 15 and July 15 throughout the performance period ending December 31, 2006. The financial report (BSIR) must include the amount of funding received, obligated and expended every December 31 (for the January 15 report) and June 30 (for the July 31 report). Noncompliance of the reporting requirements may be cause to terminate this Agreement.

AUDITS AND INSPECTIONS: The Grantee will, as often as deemed necessary by the Grantor, DHS or any of their duly authorized representatives, permit the Grantor, DHS 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 grant agreement for three years from the date of submission of the final expenditure report or until related audit findings have been resolved, whichever is later. The Grantee certifies that all audits submitted under the provisions of Office of Management and Budget Circulars A-128 or A-133 have been approved by the Grantor. 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 GRANT: This grant agreement is subject to revision as follows:

2005 Citizen Corps Grant Program
Lake County
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- A. Modifications may be required because of changes in State or Federal laws or regulations as determined by the Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. The Grantor 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 Grantor and Grantee.

TERMINATION FOR CONVENIENCE: This agreement may be terminated in whole or in part by the Grantor 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 the Grantor's intent to terminate, and 2) an opportunity for consultation with the Grantor 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: The Grantor may terminate this agreement without penalty to the Grantor or further payment required in the event of:

- A. Any breach of this agreement which, if it is susceptible of being cured, is not cured within 15 calendar days after receipt of the Grantor'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.

Grantee's failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

RETENTION OF PROPERTY RECORDS: Grantee agrees to maintain records for equipment, non-expendable personal property, and real property for a period of three years from the date of the completion of the project. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

NON-DISCRIMINATION: In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. 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.

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

DEBARMENT: The Grantee certifies neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the agreement by any Federal Agency or department.

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 grant agreement.

WAIVERS: No waiver of any condition of this grant agreement may be effective unless in writing from the Director of the Grantor.

BOYCOTT: The Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

WORK PRODUCT: All intellectual property and all documents, including reports and all other work products, produced by the Grantee under this grant agreement shall become and remain the exclusive property of the Grantor, and shall not be copyrighted, patented, or trademark registered by the Grantee except as authorized by the Grantor in a separate agreement. The Grantee acknowledges the Office of State and Local Government Coordination and Preparedness (SLGCP), United States Department of Homeland Security reserves a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize for use, for any purpose the Grantor deems relevant: (1) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support. The Grantee shall include in all publications created through this grant agreement shall prominently contain the following statement: "This document was prepared under a grant from the Office of State and Local Government Coordination and Preparedness (SLGCP), United States Department of Homeland Security. Points of view or

opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of SLGCP or the U.S. Department of Homeland Security."

MAINTENANCE AND REVIEW OF EQUIPMENT: The Grantor reserves the right to reallocate all equipment procured by the Grantee under this grant agreement if the property is not properly maintained by the Grantee according to the manufacture's guidelines and Grantor's requirements. All equipment procured by the Grantee through this grant agreement shall be made available for review by the Grantor upon request.

LIABILITY: The Grantor assumes no liability for actions of the grantee under this agreement, including, but not limited to, the negligent acts and omissions of grantee's agents, employees, and subcontractors in their performance of the grantee's duties as described under this agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this grant, except as those representations are made by the manufacture of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by the grantee, with the exception of acts of performed in conformance with an explicit, written directive of the Grantor.

Part VI - Assurances

The Grantee assures that 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.

The Grantee will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

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.

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

The Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Part VII - Certification

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.

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).

The Grantee certifies that it will comply with all applicable State and Federal laws and regulations.

The Grantee certifies that it will return to the State all State or Federal grant funds that are not expended or are accidentally over-advanced. The State may recapture those funds not expended or accidentally over-advanced in accordance with State and Federal laws and regulations. The Grantee further certifies that its failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

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.

Under penalties of perjury, I certify that 36-6006600 is my correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. I am doing business 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 |
| <input type="checkbox"/> Corporation | (IRC 501(a) only) |
| <input type="checkbox"/> Not-for-profit Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care | |
| <input type="checkbox"/> Services Provider Corporation | |

Part VIII - Drug Free Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Grantor or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Grantor or contractor has certified to the State that the Grantor or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or

grant payments, termination of the contractor or grant 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, "Grantor" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, 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 contractor/Grantor 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 Grantor'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 Grantor'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 the contracting or granting Agency 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 is 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: Lake County

By: _____
William C. Burke, Director

By: _____
Suzi Schmidt, Chairman

DATE: _____

DATE: _____