



# Lake County Illinois

## Master

**File Number: 08-0787**

**File ID:** 08-0787

**Type:** Resolution

**Status:** Consent Agenda

**Version:** 1

**Reference:**

**Controlling Body:** Financial and  
Administrative  
Committee

**File Created Date :** 10/03/2008

**File Name:** Acceptance of annual Illinois Emergency  
Management Agency Assistance Grant

**Final Action:**

**Title:** Resolution authorizing the acceptance of an annual Illinois Emergency Management Assistance Grant program agreement in an amount not to exceed \$165,651.64, from the Illinois Emergency Management Agency to the Lake County Emergency Management Agency for the purpose of providing financial assistance to develop and maintain an effective, integrated emergency management organization in Lake County.

### Notes:

### Sponsors:

**Agenda Date:**

**Attachments:** 2008 10 14 EOC Tech Grant Agreement

**Enactment Number:**

**Authorizer:**

**Hearing Date:**

**Entered by:** SHernandez@lakecountyil.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Financial and Administrative Committee	10/08/2008	Recommended for adoption to the Consent Agenda				Pass
1	Lake County Board	10/14/2008					

### Text of Legislative File 08-0787

#### Title

Resolution authorizing the acceptance of an annual Illinois Emergency Management Assistance Grant program agreement in an amount not to exceed \$165,651.64, from the Illinois Emergency Management Agency to the Lake County Emergency Management Agency for the purpose of providing financial assistance to develop and maintain an effective, integrated emergency management organization in Lake County.

#### Staff Summary

- Lake County has applied for and been awarded an annual allocation from the Illinois Emergency Management Agency on behalf of the Lake County Emergency Management Agency.
- This funding supports the County in developing and maintaining an effective integrated Emergency Management Agency in order to perform administrative activities and prepare for technological and natural emergencies or disasters in accordance with Federal and State laws.
- This funding provides for quarterly reimbursement of up to 50% of allowable program costs for the Lake County Emergency Management Agency.
- The actual amount of funding is dependent on both the county's expenditures and the availability of federal funds to the Illinois Emergency Management Agency.
- Lake County spends more than \$330,000 in emergency management program and the maximum funding available to Lake County through this grant is \$165,651.64 for program activities between October 1, 2008, and September 30, 2009.

Body

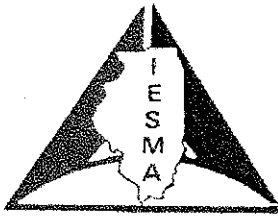
WHEREAS, Lake County on behalf of the Lake County Emergency Management Agency has applied for and will be awarded up to \$165,651.64 in an Illinois Emergency Management Assistance (EMA) Grant which provides grant monies to local governments to provide financial assistance to develop and maintain an effective, integrated emergency management organization; and

WHEREAS, Lake County is entitled to reimbursement of eligible emergency management program costs not greater than 50% of all necessary and essential emergency management related expenses; and

WHEREAS, Lake County, through the County Administrators Office, does indeed maintain an Emergency Management Agency in accordance with Federal and State laws and regulations; and

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the acceptance and execution of the Illinois Emergency Management Assistance (EMA) Grant from the State of Illinois to the County Administrator's Office Emergency Management Agency is hereby authorized.

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 14th day of October, A.D., 2008.



**Illinois Emergency Services Management Assn.**

**AN ORGANIZATION OF LOCAL EMERGENCY SERVICES AND DISASTER AGENCIES**

## **NOTICE OF GRANT AGREEMENT**

### **Part I - Notice of Grant Award to: LAKE COUNTY EMERGENCY MANAGEMENT AGENCY**

This Grant Agreement is made and entered by and between the **Illinois Emergency Services Management Association** (Grantor), P.O. Box 697, Antioch, IL 60002, and **Lake County Emergency Management Agency** (Grantee), 1303 N. Milwaukee Avenue, Libertyville, IL 60048

WHEREAS, this Grant is to utilize funds from the Department of Homeland Security (DHS) Fiscal Year 2007 Appropriation as identified and allocated by the Illinois Terrorism Task Force and approved by the IESMA Executive Board. **State Homeland Security Grant Program (SHSGP), (local) CFDA #97.067.**

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding **\$14,725.74** for the period from the **September 1, 2008** of this Agreement to **January 31, 2009**. For purposes of this Agreement, evidence of financial obligations must be presented to IESMA PRIOR to **January 31, 2009**.

The Grantee hereby agrees to use the funds and/or equipment 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 or the State of Illinois.

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 **September 1, 2008** by the Grantor through **January 31, 2009**.

### **Part III - Scope of Work**

The purpose of the grant is to provide funding to the Grantee for on scene incident management. The Budget Detail Worksheet, provided in Attachment A, outlines the

Scope of Work (Part III) for this project and expenditures the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed in the Budget Detail Worksheet. Each Budget Detail Worksheet submitted by the Grantee and approved by the Grantor shall be considered an authorized budget and an attachment of this Grant Agreement.

The Discipline Allocation Worksheet and Project Metric Worksheet, provided in Attachment B, outline the discipline specific expenditure allocation classification and expenditure allocation performance metric for activities listed in the Scope of Work (Part III). The Grantee must submit to the Grantor the update the Discipline Allocation Worksheet and Project metric Worksheet as outlined in Part V – Reports.

#### **Part IV - Compensation Amount**

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of **\$14,725.74**.

#### **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 the U.S. Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate (DHS FEMA NPD) fails to provide 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 Grantor of lack of appropriated funds.

**EQUIPMENT:** Grantor reserves the right to reclaim, or otherwise invoke the Illinois Grant Funds Recovery Act on any and all equipment purchased by grantee with grant funds if said equipment has fallen into neglect or misuse according to the standards of the Grantor. Additionally, Grantee may not substitute, exchange or sell any equipment purchased with grant funds unless Grantee has the express written consent of the Grantor.

**METHOD OF COMPENSATION:** The method of compensation shall be reimbursement upon submission to the Grantor by the Grantee of an approved invoice. 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 **January 31, 2009**.

**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 programmatic activity narrative and financial report upon request of Grantor as per instructions provided by the IESMA Grant

Administrator. 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, FEMA NPD or any of their duly authorized representatives, permit the Grantor, DHS FEMA NPD 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 has 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:

- 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 IESMA President.

**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 sub-award; and (2) any rights of copyright to which a recipient or sub-recipient 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. Title to equipment acquired by a non-Federal entity with Federal awards vests with the non-Federal entity. Equipment means tangible nonexpendable property, including exempt exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with a non-Federal entity's policy, lower limits may be established. A State shall use, manage, and dispose of equipment acquired under a Federal grant in accordance with State laws and procedures. Grantee must maintain an inventory of any single item purchased pursuant to this grant that exceeds \$5,000 in value.

**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 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 fully implemented all current National Incident Management System compliance activities in accordance with Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents* and related compliance documentation provided by the Secretary of Homeland Security and State of Illinois. The Grantee further certifies that all required compliance documentation is on file with the Illinois Emergency Management Agency.

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 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.

The Grantee will comply with the Uniform Administrative Requirements for Grants to States (28 CFR 66); Office of management and Budget (OMB) Circular A-87; Common rule



for Administrative Requirements for Grants to non-profits (28 CFR 70); OMB Circulars A-122 and A-21; Office for Justice Programs OC Financial Guide as well as any other State and local fiscal management requirements.

Under penalties of perjury, I certify that 36-6600600 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 Governmental Entity.

### **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 on (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:

ILLINOIS EMERGENCY SERVICES  
MANAGEMENT AGENCY  
MANAGEMENT ASSOCIATION

Grantee:

LAKE COUNTY EMERGENCY

By: \_\_\_\_\_

DAVE CHRISTENSEN, IESMA PRESIDENT

By: \_\_\_\_\_

EM/ESDA NAME & TITLE

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

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

By: \_\_\_\_\_

CHIEF ELECTED OFFICIAL

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

Fax #: \_\_\_\_\_

847-377-7015 or 7016

FEIN#: \_\_\_\_\_

36-6600600

# LAKE COUNTY EMA

## 2008 ITTF/IESMA EOC Equipment Grant Application

\$15,000 Limit

Please select the category or categories of the equipment that you are requesting and indicate by ranking (#1 being highest) your priority. You must identify the quantity and exact model and price of each piece of equipment being requested. Please consider that any installation, if not included in the purchase price, will be the responsibility of the receiving jurisdiction.

RANK	QUANTITY	AEL	CATEGORY	MAKE/MODEL	PRICE EACH	SHIPPING	TOTAL
1	1	04AP-09	Notification and Warning Systems (Public)	WENS 1500 System	\$ 3,540.00		\$ 3,540.00
4	5	04HW-01	Computers (Handheld or laptop)	Lap top with office licenses and accessories	\$ 1,720.41		\$ 8,602.05
2	1 each	04MD-01-CMRA	Still Camera	Ricoh GPS Camera and Accessories	\$ 1,684.69		\$ 1,684.69
3	1	04MD-02	Projectors	Deil Hi-Res LCD Projector	\$ 899.00		\$ 899.00
				Grand Total			\$ 14,725.74

<https://www.rkb.us/>

Items must come from the following AEL's

04AP-03	Geographic Information Systems
04AP-04	Risk Management Software
04AP-06	Analytical Tools - (CBRNE/Commercial chemical/Hazard), Plume Modeling, or Traffic Modeling only)
04AP-09	Notification and Warning Systems (Public)
04HW-01	Computers (Handheld or laptop)
04MD-01-CMRA	Still Camera
04MD-02	Projectors
04MD-03	Displays, video
04SN-01-FTMS	Station, Portable Meteorological
08CP-01	Land Mobile Radios & Bases (no portables)
14SW-01-VIDA	Systems, Video Assessment, Security