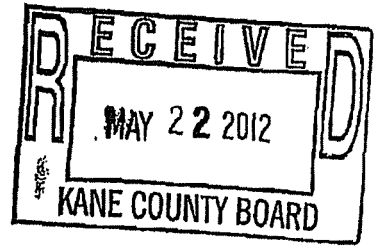


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: FFY11 HEMP Planning Grant

Submitted by: Don Bryant

Date Submitted: May 22, 2012

Examined by: Joseph Lyves
(Print name)

[Signature]
(Signature)

6-5-12
(Date)

Post on Web: Yes No Atty. Initials [Signature]

Comments:

Chairman signed: Yes No 6/6/12
(Date)

Document returned to: Don Bryant

**Illinois Emergency Management Agency (IEMA)
Hazardous Materials Emergency Preparedness (HMEP) Planning Grant Program
FFY11 Grant Agreement – October 1, 2011 through September 30, 2012**

This Hazardous Materials Emergency Preparedness (HMEP) Planning Grant Program **Grant Agreement** is made and entered by and between the Illinois Emergency Management Agency (IEMA), 1035 Outer Park Drive, Springfield, Illinois 62704, hereinafter called the *Grantor*, and *Kane County on behalf of the Kane County LEPC*, hereinafter called the *Subgrantee*.

1. HMEP Planning Grant Program Objective:

To develop, implement, and improve hazardous chemical emergency plans under the federal and state Emergency Planning and Community Right-to-Know Acts (EPCRA) 42 USC 11001 et seq., 430 ILCS 100/1 et seq. HMEP Planning grants, administered by the Illinois Emergency Management Agency, are subgranted to local governments to assist them in supporting Local Emergency Planning Committees (LEPCs) for the following activities:

- A. Enhancing hazardous chemical emergency plans;
- B. Determining flow patterns of hazardous materials;
- C. Conducting emergency response drills and exercises of the hazardous chemical emergency plans;
- D. Assessing local response capabilities;
- E. Hazard analysis; and
- F. Community awareness and public education.

IEMA's "Guidance for Grant Assistance to LEPCs Hazardous Materials Emergency Preparedness Grants" document provides additional eligible expenses criteria for the HMEP Planning Grant Program.

2. Obligation Amount:

The *Grantor* will estimate payment to the *Subgrantee* for the above referenced eligible expenses following approval of the HMEP Grants allocation to the State of Illinois by the United States Department of Transportation (USDOT). The total grant reimbursements payable under this Agreement during the period of this grant agreement, October 1, 2011 through September 30, 2012, shall not exceed the sum of **\$,16,600.00**

3. Required Documentation:

The *Subgrantee* shall submit reimbursement requests according to the program guidance document, "Guidance for Grant Assistance to LEPCs Hazardous Materials Emergency Preparedness Grants." Requests shall include detailed information as to the services received and any expenses billed shall be itemized in accordance with applicable Federal and State regulations.

Subgrantees not meeting program requirements as outlined in Section 5 of this **HMEP Planning Grant Agreement** will be considered ineligible for HMEP funds until requirements are met.

For Agreements with a compensation amount equal to or greater than \$25,000.00, the Subgrantee shall provide a quarterly report describing the progress of the program, project, or use and the expenditure of the grant funds related thereto;

4. Term:

The term of this **HMEP Planning Grant Agreement** shall be for the period between October 1, 2011 and September 30, 2012.

5. Certification:

The *Subgrantee* certifies that it will comply with all HMEP Planning Grant Program requirements in accordance with the Illinois Emergency Management Agency Act, and applicable Federal and State regulations, including the Emergency Planning and Community Right-to-Know Acts (EPCRA) 42 USC 11001 et seq., 430 ILCS 100/1 et seq.

The *Subgrantee* certifies that it will cause to be submitted to the IEMA Regional Office the appropriate forms for the reimbursement of eligible expenses and appropriate documentation detailing expenditures (if IEMA deems necessary) per program guidance as described in the "Guidance for Grant Assistance to LEPCs Hazardous Materials Emergency Preparedness Grants" document, and as directed by the *Grantor* upon final approval and acceptance of an HMEP Planning Grant award.

6. Restriction on Lobbying/Political Activity:

The *Subgrantee* certifies that it will comply with the 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 part with Federal funds.

7. Debarment:

The *Subgrantee* shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. Subgrantee certifies that to the best of its knowledge and belief, *Subgrantee* and *Subgrantee's* principals: a) are not presently debarred, suspended, proposed, for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal Agency or agency; b) within a three-year period preceding this Grant Agreement have not been convicted of or had a civil judgment rendered against it for

commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offences enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The inability of a prospective *Subgrantee* to certify to the certification in this section will not necessarily result in denial of participation in the Contract. The prospective *Subgrantee* shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Agency determined whether to enter into this transaction. If it is later determined that *Subgrantee* knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Agency may terminate this Agreement for cause. The *Subgrantee* shall provide immediate written notice to the Agency if at any time the *Subgrantee* learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this section shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The *Subgrantee* agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Agency. The *Subgrantee* agrees that it will include the clause titled "Certification Regarding, Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction." provided by the Agency, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The *Subgrantee* may rely upon a certification of a prospective participant in a lower tier covered transaction, unless *Subgrantee* knows the certification is erroneous. *Subgrantee* may decide the method and frequency by which it determines the eligibility of its principals. Each *Subgrantee* may, but is not required to, check the Non-procurement List. If a *Subgrantee* knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Agency may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a *Subgrantee* is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Non-expendable Personal Property:

The *Subgrantee* agrees to maintain property records in accordance with applicable State and Federal requirements and OMB Circulars A-128 and A-133.

9. Conflict of Interest:

The *Subgrantee* assures that no official or employee of the *Subgrantee* who is authorized in the *Subgrantee'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.

10. State of Illinois Laws and Regulations / Applicable Federal Laws and Regulations:

This Grant Agreement shall be governed by the laws and regulations of the Grantor promulgated under the authority of the State of Illinois in a manner consistent with applicable Federal laws and regulations including, but not limited to:

(A) All Federal statutes relating to nondiscrimination; and

(B) Provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

Moreover, the *Subgrantee* assures that it will comply with all applicable State of Illinois laws, executive orders, regulations and policies governing this program, in a manner consistent with applicable Federal laws and regulations.

11. Audit:

The *Subgrantee* certifies that it will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, applicable Federal regulations and OMB Circulars A-128 and A-133. The Catalog of Federal Domestic Assistance (CFDA) number for the HMEP Planning Grant program is 20.703 - Interagency Hazardous Materials Public Sector Training and Planning Grants.

The *Subgrantee* shall be responsible for timely action in resolving any audit findings and/or questioned costs. In the event that questioned costs are ultimately deemed disallowed, as determined by IEMA, the *Subgrantee* shall be responsible for repayment of such costs.

12. Termination:

This **HMEP Planning Grant Agreement** may be terminated or modified by the *Grantor* upon failure of the *Subgrantee* to comply with the terms of this Agreement and/or failure of the *Subgrantee* to meet eligibility and program participation requirements. A termination or modification of this Agreement due to a breach of the *Subgrantee* may affect the future award of HMEP Planning funds. All funds remaining at the end of this Agreement or at the expiration or obligation by the Grantee shall be returned to the State within 45 days.

13. Funds Allocation:

The HMEP Planning Program fund allocation to the *Subgrantee* is subject to modification during the term of this Agreement. The obligations of the *Grantor* will cease immediately without penalty or further compensation being required if at any time during this Agreement the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement.

14. Record Retention:

The *Subgrantee* shall maintain, for a minimum of 3 years after the completion of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement and all books, records, and supporting documents related to this Agreement shall be available for review and audit by the Grantor, the Auditor General, the Attorney General or their duly authorized representatives; and the *Subgrantee* agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

15. Drug Free Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et.seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no Subgrantee 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 Subgrantee has certified to the State that the Subgrantee 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.

The *Subgrantee* 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 Subgrantee'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 *Subgrantee'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 *Grantor* 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.

16. Standard Assurances:

The *Subgrantee* assures that it will comply with all applicable federal statutes, regulations, executive orders, and other federal requirements in carrying out any project supported by federal funds. The *Subgrantee* recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The *Subgrantee* agrees that the most recent federal requirements will apply to the project

17. LIABILITY:

The Grantor assumes no liability for actions of the *Subgrantee* under this Agreement, including, but not limited to, the negligent acts and omissions of Subgrantee's agents, employees, and subcontractors in their performance of the Subgrantee'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 Agreement, except as those representations are made by the manufacturer of said equipment. As to nature and condition of said equipment, in the use of said equipment, the *Subgrantee* agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the *Subgrantee* 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 *Subgrantee*, with the exception of acts performed in conformance with an explicit, written directive of the Grantor.

18. Certifications:

The Subgrantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or the United States Federal Government, nor has any official, agent, or employee of the Subgrantee committed bribery or attempted bribery on behalf of the Subgrantee and pursuant to the direction or authorization of a responsible official of the Subgrantee.

The Subgrantee hereby certifies that it has not been barred from bidding on, or receiving State or Federal 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 Subgrantee certifies that it will comply with all applicable State and Federal laws and regulations.


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

19. Federal Employer Identification Number (FEIN) for Subgrantee:

THE FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) FOR THE SUBGRANTEE IS (ENTER NUMBER HERE) _____, and the Subgrantee is doing business as a governmental entity. (FEIN)

IN WITNESS WHEREOF, the parties hereto have caused this HMEP Planning Grant Agreement to be executed by their duly authorized representatives.

SUBGRANTEE: Kane County on behalf of the Kane County LEPC

BY: 
Signature

DATE: 6/6/12

PRINTED NAME AND TITLE: _____

OFFICE ADDRESS FOR SUBGRANTEE: _____

CITY, STATE, ZIP: _____

GRANTOR: ILLINOIS EMERGENCY MANAGEMENT AGENCY

FOR: _____
Jonathon Monken, Director

BY: _____
Jennifer Ricker

DATE: _____