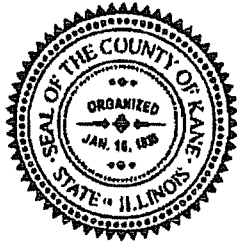


# COUNTY OF KANE

Christopher J. Lauzen  
Kane County Board Chairman



Kane County Government Center  
719 South Batavia Avenue  
Geneva, IL 60134  
P: (630) 232-5930  
F: (630) 232-9188  
[clauzen@kanecoboard.org](mailto:clauzen@kanecoboard.org)  
[www.countyofkane.org](http://www.countyofkane.org)

**RECEIVED**

SEP 12 2013

KANE COUNTY BOARD

## DOCUMENT VET SHEET

for  
Christopher J. Lauzen  
Chairman, Kane County Board

Name of Document: FY2013 Emergency Management Program Grant Resolution No.: 13-260

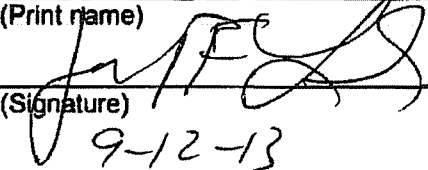
Submitted by: Don Bryant

Dept. Head Signature: 

Date Submitted: 09/12/2013

Dept. Head Sign-off Date: 09/12/2013

Examined by:

Joseph Lulves  
(Print name)  
  
(Signature)  
9-12-13  
(Date)

Position the Web:  YES  NO Atty. Initials: 

Comments:

Chairman signed: YES  NO  9/16/2013  
(Date)

Document returned to: Don Bryant  
(Name/Department)

STATE OF ILLINOIS  
COUNTY OF KANE

RESOLUTION NO. 13 - 260

**AUTHORIZING FY2013 EMERGENCY MANAGEMENT PROGRAM GRANT (EMPG)  
(OFFICE OF EMERGENCY MANAGEMENT)**

WHEREAS, the State of Illinois has been awarded an Emergency Management Program Grant (EMPG) through the U.S. Department of Homeland Security; and

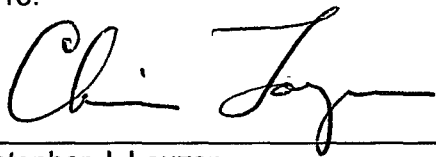
WHEREAS, the objective of the EMPG program is to provide financial assistance for the development of effective, integrated emergency management organizations within the State of Illinois; and

WHEREAS, an Emergency Management Program Grant for FFY2013 has been awarded to Kane County in the amount of \$92,261.70 (Ninety Two Thousand Two Hundred Sixty One Dollars and Seventy Cents) for reimbursement of eligible administrative costs as outlined in the Illinois Administrative Code Title 29, part 301.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to enter into said grant agreement with the State of Illinois as part of the Emergency Management Assistance Grant Program.

Passed by the Kane County Board on September 10, 2013.

\_\_\_\_\_  
John A. Cunningham  
Clerk, County Board  
Kane County, Illinois

  
\_\_\_\_\_  
Christopher J. Lauzen  
Chairman, County Board  
Kane County, Illinois

Vote:  
Yes 24  
No 0  
Voice 0  
Abstentions 0

9OEMgrant

## NOTICE OF GRANT AGREEMENT

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

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 Kane** (Grantee), 719 S. Batavia Ave - Bldg C, Geneva, Illinois 60134

The purpose of this Grant is to utilize funds from the Department of Homeland Security (DHS), Federal Fiscal Year **2013 Emergency Management Performance Grant, CFDA #97.042**.

The Grantor hereby grants to the Grantee an amount not exceeding **\$92,261.70** for the period from **October 1, 2012, to September 30, 2013**. 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 term of this Agreement shall be from **October 1, 2012, to September 30, 2013**.

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

The Grantee will utilize the Emergency Management Performance Grant funding in accordance with the Emergency Management Assistance (EMA) program as outlined in the Grantee's FFY 2013 Grant Program Application. The EMA Program will aid the Grantee in the administration of effective emergency management in the areas of personnel and benefits, travel, organizational, equipment, and additional program needs expenses.

The FFY 2013 Grant Program Application, provided in Attachment A, outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed in the Attachment A.

### **PART IV - Compensation Amount**

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of **\$92,261.70**.



## **PART V - Terms and Conditions**

All of the requirements listed in this section apply to the federally funded project. The Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

**SPENDING LIMITATIONS:** All allocations and use of funds by the Grantee shall be in accordance with applicable funding opportunity announcements, 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. The Grantee recognizes that 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.

**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, Grants Programs Directorate (DHS FEMA GPD) fails to provide the funds. The Grantor shall give Grantee notice of such termination for funding as soon as practicable after Grantor becomes aware of the failure of funding. Grantee's performance obligations under the Agreement shall cease upon notice by Grantor of lack of appropriated funds.

**METHOD OF COMPENSATION:** The Grantee shall submit to the Grantor 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 Claims Form, the Grantee must submit vendor invoices or computer-generated reports with description of costs, including statement of payment for personnel costs, affirmation or evidence of delivery, and property identification numbers for property subject to Grantor 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 shall maintain appropriate records of actual costs incurred. No costs eligible under this Agreement shall be incurred after **September 30, 2013**.

**NON-SUPPLANTING REQUIREMENT:** The Grantee agrees that funds received under this award 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.

**ACCOUNTING REQUIREMENTS:** The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement. The Grantee shall keep records sufficient to permit the tracing of funds to ensure that expenditures are made in accordance with this Agreement. The Grantee must follow the retention and access requirements for records [44 CFR Part 13.42 (b) and 2 CFR 215.531]. All records must be maintained for three years after submission of the final expenditure report; or 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 and final action taken. The Grantee shall assure sub-grants are in compliance with 44 CFR Part 13.37. 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 to the DHS FEMA GPD grants are listed below:

- A. Administrative Requirements
  - 1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
  - 2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

**DUPLICATION OF BENEFITS:** The Grantee shall 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 does not preclude the Grantee from shifting costs that are allowable under two or more awards in accordance with existing program agreements. Non-governmental entities are subject to this prohibition per 2 CFR Parts 220 and 230 and FAR Part 31.2.

**MATCHING FUNDS:** All cost sharing or matching funds claimed by the Grantee shall meet the requirements of the program guidance and/or program regulations, 44 CFR 13 and 2 CFR 225. 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.

**RECORD KEEPING AND AUDITS:** Grantee shall maintain records for equipment, non-expendable personal property, and real property. The Grantee shall, as often as deemed necessary by the Grantor, DHS FEMA GPD or any of their duly authorized representatives, permit the Grantor, DHS FEMA GPD, 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. The Grantee shall cooperate with any compliance review or complaint investigation conducted by DHS. The Grantee shall submit timely, complete and accurate reports and claims for payment and shall maintain appropriate backup documentation. The Grantee shall comply with all other special reporting, data collection and evaluation requirements as may be required by DHS. 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 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 Agreement is subject to revision as follows:

- A. Modifications may be required because of changes in state or federal laws, regulations, or federal grant guidance 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 that, 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 Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

**SEVERABILITY CLAUSE:** If any provision under this 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 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 this Agreement.

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

**WORK PRODUCT:** The Grantee acknowledges DHS FEMA GPD and State of Illinois reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and state purposes: (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 agrees to consult with DHS FEMA GPD, through the Grantor, regarding the allocation of any patent rights that arise from, or are purchased with, this funding. All publications created through this Agreement shall prominently contain the following statement: *"This document was prepared under a grant from the Federal Emergency Management Agency's Grant Program Directorate (FEMA/GPD) within the U.S. 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 FEMA/GPD, the U.S. Department of Homeland Security or the State of Illinois."*

**ACKNOWLEDGEMENT OF FEDERAL FUNDING:** The Grantee shall acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**RECAPTURE OF FUNDS:** The Grantee shall return to the Grantor all state or federal grant funds that are not expended or received from the Grantor 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 the Grantor within 45 days, if applicable. The Grantor 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 the Grantor to seek recovery of all or part of the grant proceeds.

**MAINTENANCE AND REVIEW OF EQUIPMENT:** The Grantor reserves the right to reclaim or otherwise invoke the Illinois Grant Funds Recovery Act on any and all equipment purchased by the Grantee with grant funds if said equipment is not properly maintained or has fallen into neglect or misuse according to the standards and policies of the Grantor. Additionally, the Grantee may not substitute, exchange or sell any equipment purchased with grant funds unless the Grantee has the express written consent of the Grantor. All equipment procured by the Grantee through this Agreement shall be made available for review by the Grantor upon request. The Grantee agrees that, when practicable,

any equipment purchased with grant funding shall be prominently marked as follows: *“Purchased with funds provided by the U.S. Department of Homeland Security.”*

**POSSESSION OF EQUIPMENT:** Title to equipment acquired by a non-federal entity with federal awards vests with the Grantee. Equipment means tangible nonexpendable property, including 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. The Grantee shall use, manage, and dispose of equipment acquired under a federal grant in accordance with federal and State laws, procedures and policies. All equipment purchased with funding received through this Agreement shall be used, for the entire useful life of the equipment, in accordance with the purpose stated in PART III – Scope of Work. Any variation to the intended use of the equipment outlined in PART III – Scope of Work by the Grantee must be approved in writing by the Grantor.

**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 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 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.

**ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE:** The Grantee shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of DHS FEMA GPD, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify DHS FEMA GPD and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in the non-compliance finding and will not be eligible for DHS FEMA GPD funding.

**AMERICANS WITH DISABILITIES ACT (ADA):** The Grantee understands the importance of integrating disability access and functional needs efforts into local homeland security and emergency preparedness programs. This integration should occur at all levels from planning, to purchasing equipment and supplies, to conducting exercises and drills and should involve disability inclusion experts as partners across all aspects of emergency planning.

**FEIN:** Under penalties of perjury, the Grantee certifies that **36-6006585** 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 grant funds is conditioned upon such certification.

**PART VI – Special Conditions for EMPG Grant**

**TRAINING COURSES:** All personnel who are funded in whole or in part with the funds from this grant shall complete the most recent versions of the following training requirements and record proof of completion: National Incident Management System (NIMS) Training: IS 100; IS 200; IS 700; and IS 800; FEMA Professional Development Series: IS 120; IS 230; IS 235; IS 240; IS 241; IS 242; and IS 244. During October of each year, the Grantor will provide a list of all required courses that have been revised from the previous year for that particular Federal Fiscal Year for completion during the 12 month period.

**EXERCISES:** All personnel who are funded in whole or in part with funds from this grant shall participate in no less than three exercises in a 12-month period. Real-world events do not count toward meeting this requirement. The 12 month period begins on October 1, 2012, and ends on September 30, 2013.

**PART VII– Other Requirements**

**PERSONALLY IDENTIFIABLE INFORMATION (PII):** If the Grantee collects PII, the Grantee is required to have a publicly available privacy policy that describes what PII it collects, how it uses PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.

**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.

**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 the Grantor.

**USE OF SEAL, LOGO AND FLAGS:** The Grantee must obtain the approval of DHS prior to using a DHS or United States Coast Guard seal, logo, crest or reproduction of flags or likenesses of DHS agency or Coast Guard officials.

**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.

**PUBLIC WORKS PROJECTS:** Any public works project supported with funds received through this Agreement shall employ at least 90 percent Illinois' laborers on such project during periods of excessive unemployment in Illinois. "Public works" is defined as any fixed work construction or improvement for the State of Illinois, or any political subdivision of the State funded or financed in whole or in part with State funds or funds administered by the State of



Illinois. "Period of excessive unemployment" is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent.

**NON-DISCRIMINATION:** In carrying out the program, the Grantee will comply with all applicable federal laws relating to nondiscrimination including, but not limited to, nondiscrimination on the basis of race, color, national origin, sex, handicap, age, drug or alcohol abuse.

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.

The Grantee shall disclose all instances in the past three years in which the Grantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient or the recipient settles a case or matter alleging discrimination, including outcomes and settlement agreements.

**DEBARMENT:** The Grantee shall comply with debarment provisions as contained in 49 CFR Part 29, including Appendices A and B as amended. The Grantee certifies that to the best of its knowledge and belief, Grantee and Grantee's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal agency; b) within a three-year period preceding this 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 Grantee 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 Grantor. The Grantee agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction" provided by the Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

**LOBBYING:** In accordance with 31 USC 1352, the Grantee certifies to the best of its 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,"

The language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, 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* 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 appropriate federal and state entity as required by the State of Illinois throughout the performance period of this Agreement.

**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, and orders, including but not limited to the following:

- Hotel and Motel Fire Safety Act of 1990, 15 USC 2225, which requires the Grantee to ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control
- Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. 7104 and 2 CFR Part 175;
- Fly America Act of 1974; and
- USA Patriot Act of 2001, 18 U.S.C. 175.

**DRUG FREE CERTIFICATION:** This certification is required by the federal Drug-free Workplace Act of 1988 (41 USC 702) and the Illinois Drug Free Workplace Act (30 ILCS 580). No grantee 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 United States or the State of Illinois unless that grantee or contractor has certified to the United States or the State of Illinois that the grantee 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, "grantee" 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 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.

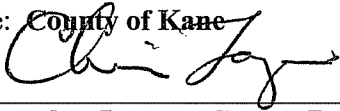
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) Abide by the terms of the statement; and
  - (B) Notify the employer of any criminal 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 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 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 Kane~~

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

By:   
Christopher Lauzen, County Board Chairman

DATE: \_\_\_\_\_

DATE: 9/16/2013

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

13EMAKANE