

Agenda Item #

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DISTRIBUTION

- Finance & Administrative Services - Budget
- Finance & Administrative Services: Controller
- Finance & Administrative Services - Grants
- Sheriff - Business Office

STATE OF ILLINOIS)
) SS
 COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

REGULAR JUNE, A.D., 2008 SESSION

JUNE 10, A.D., 2008

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Law & Judicial and Financial & Administrative Committees present herewith a Joint Resolution authorizing the Lake County Sheriff to accept a grant award from the Illinois Emergency Management Agency in the amount of \$1,000,000 for the purpose of providing financial assistance to upgrade and maintain a compatible, integrated portable and mobile radio devices in Lake County; including the purchase of mobile and portable interoperable P25 radios for the time period of January 1, 2008 through July 31, 2010; authorizing an emergency appropriation in Fund 101-3001110-84020-000-000-00000 for \$1,000,000, with \$1,000,000 offsetting revenue in account 101-3001110-45334; and request its adoption.

Respectfully submitted,

Audrey Nijon Aye Nay
 Chairman

Samuel Whitman ✓
 Vice-Chairman

Steph E. Cook ✓

Myron G. ... ✓

Carol Colabera ✓

Law & Judicial Committee

OKRASH Aye Nay
 Chairman

... ✓
 Vice-Chairman

... ✓

Jan ✓

Carol Colabera ✓

Mary O'Kelly ✓

... ✓
 Financial & Administrative Committee

RESOLUTION

WHEREAS, Lake County on behalf of the Lake County Sheriff's Office will be awarded \$1,000,000 in an Illinois Emergency Management Agency Grant which provides grant monies to local governments to provide financial assistance to develop and maintain Public Safety Interoperable Communications; and

WHEREAS, Lake County is required to match the award, to amount to 20% of the total award; and the match amount (\$200,000) is currently budgeted with in the Lake County Board approved allocation (CCIP) 101-1103320-84020-000-000-000-00000; and

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the acceptance and execution of the Illinois Emergency Management Agency Grant from the State of Illinois to the Lake County Sheriff's Office in the amount of \$1,000,000 for the time period of January 1, 2008 through July 31, 2010 is hereby authorized.

BE IT FURTHER RESOLVED, that the Chairman of the Board, the Lake County Sheriff, and the Lake County Treasurer are hereby authorized to execute the necessary documentation in order to accept the grant (grant program agreement to be attached hereto and hereby made a part of this Resolution); and

BE IT FURTHER RESOLVED, that an emergency appropriation for the grant in the amount is hereby authorized, as follows:

<u>Type</u>	<u>Amount</u>	<u>Fund</u>
Deposit	\$1,000,000	101-3001110-45334-000-000-000-00000
Expense	\$1,000,000	101-3001110-84020-000-000-000-00000
Match	\$200,000	101-1103320-84020-000-000-000-00000

BE IT FURTHER RESOLVED, that offsetting revenue in the amount of \$1,000,000 from the State of Illinois will be deposited in the proper revenue account 101-3001110-45334; and

BE IT FURTHER RESOLVED, that the Lake County Sheriff shall serve as project director for the program, and accurate records of all necessary grant compliance requirements shall be kept by the Lake County Sheriff's Office.

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 10th day of June, A.D., 2008.

NOTICE OF GRANT AGREEMENT

PART I - Notice of Grant Award to the Lake County

This Grant Agreement is made and entered by and between the Illinois Emergency Management Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703-4554, and **Lake County**(Grantee), **1303 N. Milwaukee, Libertyville, Illinois 60048.**

WHEREAS this Grant is to utilize funds from the Department of Commerce (DOC), Fiscal Year 2007 Public Safety Interoperable Communications Grant Program (PSIC), CFDA #11.555.

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding **\$1,000,000.00** for the period from **January 1, 2008 to July 31, 2010.** 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.

PART II - Term

The term of this Grant Agreement shall be from the **January 1, 2008 to July 31, 2010.**

PART III - Scope of Work

The Budget Detail Worksheet, provided in Attachment A, outlines the entire 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 updated 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 **\$1,000,000.00.**

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 the Department of Commerce (DOC) 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 obligation to perform work 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 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 **July 31, 2010**. The Grantee must submit a Final Budget Detail Worksheet, Discipline Allocation Worksheet, and Project Metric Worksheet to the Grantor within 30 days after the expiration of the Grant Agreement.

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.

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, addressing cost principles for grants to state and local governments; Common Rule for Administrative Requirements for Grants to non-profits (28 CFR 70); OMB Circulars A-122 and A-21, addressing cost principles for grants to non-profit entities; the requirements included in the Office of Justice Programs OC Financial Guide; and applicable state and federal regulations.

Funds received by the Grantee must be placed in an interest-bearing account and are subject to the rules outlined in the Uniform Rule 6 CFR Part 9, New Restrictions on Lobbying, and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements for Grants and Agreements (Including Subawards) with Institutions of Higher Education, Hospitals and other Non-profit Organizations.

REPORTS: The Grantee shall submit to the Grantor, upon the request, throughout the stated performance period documentation to support the submission of the Bi-Annual Strategy Implementation Report (BSIR). The documentation must include, at a minimum, (1) amount of funding received, obligated and expended for activities outlined in the Budget Detail Worksheet,

(2) Discipline Allocation Worksheet, and (3) Project Metric Worksheet.

AUDITS AND INSPECTIONS: The Grantee will, as often as deemed necessary by the Grantor, DOC or any of their duly authorized representatives, permit the Grantor, DOC 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 budget detail worksheet 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:

- 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 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. 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 of 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 DOC 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.

MAINTENANCE AND REVIEW OF EQUIPMENT: The Grantor reserves the right to reallocate or repossess 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 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. A Grantee shall use, manage, and dispose of equipment acquired under a Federal grant in accordance with Federal and State laws and procedures.

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 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 and State laws, executive orders, regulations, and policies governing this program.

The activities undertaken by the Grantee through this project will directly benefit a multiple agency and multi-jurisdictional group of public safety entities.

The Grantee assures the project is consistent with the Illinois interoperability continuum as outlined in the Illinois Statewide Communications Interoperability Plan and supports the State of Illinois Interoperability Platform by interoperating with equipment or systems in the 700 MHz frequency band.

The Grantee will be able to provide the Grantor documentation at the time of each reimbursement request to prove the Grantee has met the 20 percent non-federal Match Requirement (cash or in-kind match) as outlined in the Public Safety Interoperable Communications grant guidance throughout the performance period.

All jurisdictions or organizations that receive equipment and assistance through this grant agreement are a state or local governmental entity, or nongovernmental organization. All jurisdictions or organizations that receive equipment and assistance through this grant agreement also must enter into the Communications Assets Survey and Mapping (CASM) tool all data requested by the Grantor by December 31, 2009. The final payment of funds through this grant agreement will not be made until the Grantor certifies the jurisdictions and organizations that receive equipment and assistance have entered their data into CASM.

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 appropriate Federal and State entity as required by the Federal Emergency Management Agency throughout the performance period of this grant agreement.

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 Grantor all State or Federal grant funds that are not expended or are accidentally over-advanced. The Grantor 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: _____
Andrew Velasquez III, Director

By: _____
Wayne Hunter, Director

DATE: _____

DATE: _____

By: _____
Dennis Miner, Chief Finance Bureau

By: _____
Kevin McClain, Chief Legal Counsel

DATE: _____

DATE: _____