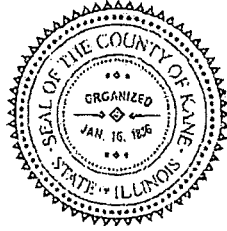


COUNTY OF KANE

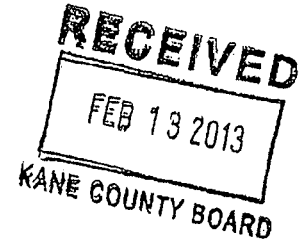
Christopher J. Lauzen
Kane County Board Chairman



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

DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board



Name of Document: FY2013 Hazardous Materials Emergency Preparedness Planning Grant

Submitted by: Don Bryant *DB*

Date Submitted: 02/13/2013

Examined by: Joseph Lulves
(Print name)

Joseph Lulves
(Signature)

2-22-13
(Date)

Post on the Web: YES NO Atty. Initials JPL

Comments: OK BY COB Res. #13-32

Chairman signed: YES NO 3/4/2013
(Date)

Document returned to: _____
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 – 32

FY2013 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS PLANNING GRANT

WHEREAS, the State of Illinois has awarded Kane County a FY2013 Hazardous Materials Emergency Preparedness (HEMP) Planning Grant in the amount of \$3,500.00; and

WHEREAS, the objective of the HEMP grant is to help support the preparedness efforts of the Kane County Local Emergency Planning Committee (LEPC).

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 Hazardous Materials Emergency Preparedness Grant Program.

Passed by the Kane County Board on February 13, 2013.

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

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

Vote:
Yes _____
No _____
Voice _____
Abstentions _____

2HazGrant



Illinois Emergency Management Agency

Jonathon E. Monken, Director

**Illinois Emergency Management Agency
Hazardous Materials Emergency Preparedness (HMEP) Planning Grant Program
FFY13 Grant Agreement – October 1, 2012, through September 30, 2013**

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

1. HMEP Planning Grant Program Objective

The purpose of this Agreement is to develop, implement, and improve hazardous chemical emergency plans under the federal and state Emergency Planning and Community Right-to-Know Acts, 42 U.S.C. 11001 *et seq.*, and 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; and
- E. Performing hazard analysis.

2. Obligation Amount

The total grant reimbursements payable under this Agreement during the period of this grant agreement shall not exceed the sum of \$ 3500.00.



3. Scope of Work

The Grantee will utilize the HMEP funding as outlined in the Grantee's application. The HMEP funds shall be used for costs related to transportation-related hazmat planning activities. All expenses must meet the allowable costs as set forth in the program guidance document, "Guidance for Grant Assistance to LEPCs Hazardous Materials Emergency Preparedness Grants" (Grant Guidance). Grantees not meeting program requirements as outlined in this Agreement will be considered ineligible for HMEP funds until requirements are met.

4. Term

The term of this Agreement shall be for the period from **October 1, 2012, to September 30, 2013.**

5. Terms and Conditions

GOVERNING STATUTES AND REGULATIONS: The Grantee shall comply with all applicable federal and state statutes, regulations, executive orders, and other requirements in carrying out any project supported by federal funds, including all HMEP Planning Grant Program requirements, the Illinois Emergency Management Agency Act, 20 ILCS 3305/1 *et seq.*, and the federal and state Emergency Planning and Community Right-to-Know Acts, 42 U.S.C. 11001 *et seq.*, and 430 ILCS 100/1 *et seq.* The administration of this Agreement will be based on the following statutory and regulatory requirements:

- The authorizing language of 49 U.S.C. 5101 *et seq.*
- Program regulations found at 49 CFR 110
- Administrative regulations for grants to local governments, 49 CFR 18
- The cost principles in 2 CFR 225
- OMB Circular A-133

The Grantee recognizes that federal and state 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 federal requirements will apply to the project.

FUNDS ALLOCATION: The fund allocation set forth herein 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.

METHOD OF COMPENSATION: In order to receive compensation through this Agreement, the Grantee shall submit to the Grantor's Grant Manager reimbursement requests and appropriate backup documentation detailing the expenditures on forms prescribed by the

Grantor. Such requests must be submitted to the Grantor in a timely manner, and in no event later than 30 days following the expiration of this Agreement. Only those expenditures set forth in the Grantee's application will be reimbursed, unless the Grantee has received approval for a budget modification from the Grantor in writing. 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 and submitted expenditure information. No costs eligible under this Agreement shall be incurred after **September 30, 2013**. The Grantee agrees that funds received under this Agreement will be used to supplement, but not supplant, state or local funds for the same purposes.

RECORD KEEPING AND AUDITS: The Grantee shall perform 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 Grantee 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 USDOT or the Grantor, the Grantee shall be responsible for repayment of such costs.

The Grantee shall maintain, for a minimum of three 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, USDOT, the Auditor General, the Attorney General or their duly authorized representatives. The Grantee 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 Grantor for the recovery of any funds paid by the Grantor under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

MODIFICATION AND AMENDMENT: 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.

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. A termination or modification of this Agreement due to a breach of the Grantee may affect the future award of HMEP Planning funds.

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. 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.

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.

FEIN: The federal employer identification number (FEIN) for the Grantee is 36-6006585, and the Grantee is doing business as a governmental entity.

6. Other requirements

LOBBYING AND POLITICAL ACTIVITY: The Grantee 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, and with lobbying restrictions at 49 CFR 20.

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, the Grantee and the 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 offenses 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 the Grantee to certify to the certification in this section will not necessarily result in breach of this Agreement. The Grantee 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 the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause. The Grantee shall provide immediate written notice to the Grantor if at any time the Grantee 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 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 may rely upon a certification of a prospective participant in a lower tier covered transaction, unless the Grantee knows the certification is erroneous. Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If the Grantee 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 Grantor may terminate this Agreement for cause.

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 Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CONFLICT OF INTEREST: 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.

DRUG FREE CERTIFICATION: The Grantee must comply with federal and state drug-free workplace requirements, including 49 CFR 32. The Drug Free Workplace Act, 30 ILCS 580/1, *et seq.*, requires that no grantee 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 grantee has certified to the State that the grantee 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 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 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 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.


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 or the United States Federal Government, 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, 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).

CERTIFICATION: The Grantee certifies under oath that all information in the grant 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.

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

GRANTEE: Kane County on behalf of the Kane County LEPC

BY:  _____
Signature

DATE: _____

PRINTED NAME AND TITLE: _____

OFFICE ADDRESS FOR GRANTEE: _____

CITY, STATE, ZIP: _____

GRANTOR: ILLINOIS EMERGENCY MANAGEMENT AGENCY

FOR: _____
Jonathon E. Monken, Director

BY: _____
Jennifer Ricker, Chief of Staff

DATE: _____