

**MEETING NOTICE
VILLAGE OF TINLEY PARK
MEETING OF THE COMMITTEE OF THE WHOLE**

NOTICE IS HEREBY GIVEN that a Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, December 3, 2019, beginning at 6:30 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

The agenda is as follows:

1. CALL MEETING TO ORDER.
2. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON NOVEMBER 5, NOVEMBER 12, AND NOVEMBER 18 & 19, 2019.
3. DISCUSS NEW CANNABIS LAW.
4. DISCUSS AMENDMENTS TO PERSONNEL MANUAL.
5. DISCUSS AMENDMENT TO TITLE III CHAPTER 43 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED "PUBLIC COMMENT".
6. DISCUSS SEWER ASSESSMENT CONTRACT.
7. DISCUSS A SUBAWARD AGREEMENT WITH THE COUNTY OF COOK - HOMELAND SECURITY (ALPR TECHNOLOGY SYSTEM PROJECT).
8. DISCUSS COOK COUNTY MULTI-JURISDICTIONAL ALL HAZARDS MITIGATION PLAN.
9. DISCUSS PARATRANSIT AGREEMENT WITH PACE.
10. DISCUSS ETHICS CODE REVISIONS.
11. RECEIVE UPDATE ON RESPONSIBLE BIDDER ORDINANCE.
12. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Meeting of the Committee of the Whole
November 5, 2019 – 6:31 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Members Present: J. Vandenberg, Village President - Arrived 6:35 p.m.
C. Berg, Village Trustee
W. Brady, Village Trustee
W. Brennan, Village Trustee
D. Galante, Village Trustee
M. Glotz, Village Trustee
M. Mueller, Village Trustee

Members Absent: K. Thirion, Village Clerk

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
B. Bettenhausen, Village Treasurer
F. Reeder, Fire Chief
M. Walsh, Police Chief
K. Clarke, Community Development Director
J. Urbanski, Assistant Public Works Director
D. Sanfilippo, Executive Assistant to the Mayor
P. Connelly, Village Attorney- Arrived 6:39 p.m.

Others Present:

Item #1 - The meeting of the Committee of the Whole was called to order at 6:31 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON OCTOBER 15, 2019. – Motion was made by Trustee Glotz, seconded by Trustee Mueller, to approve the minutes of the Committee of the Whole meeting held on October 15, 2019.

Item #3 - DISCUSS AMENDMENT TO LIQUOR ORDINANCE – CREATION OF A TRUCK STOP CLASSIFICATION. Dominic Sanfilippo, Executive Assistant to the Mayor, presented amendments the Liquor Ordinance. The Liquor Commissioner proposed that the Board consider creating Class U and UV liquor license classes, or “Truck Stop” classes. This would regulate liquor and gaming at Village establishments that meet the definitions of a truck stop under the Illinois Video Gaming Act (ILCS Ch. 230, Act 40 § 5). All Class U and UV licensed establishments would be subject to Village ordinances & regulations. A motion was made by Trustee Mueller, seconded by Trustee Berg to recommend an ordinance amended the liquor code to create a Class U and UV liquor license class, or “Truck Stop” class to be forwarded to the Village Board. Vote by voice. Trustee Glotz declared the motion carried.

Item #4 – DISCUSS AMENDMENTS FOR VIDEO GAMING REGULATIONS. Dominic Sanfilippo, Executive Assistant to the Mayor, presented amendments to the Video Gaming Ordinance. On June 28th, 2019, Illinois Governor J.B. Pritzker signed SB 690 into law, which prompted an array of changes in video gaming regulations statewide. One such change increased the upper limit on video

game terminals (VGTs) in any one establishment from five (5) to six (6). Since this change in state law, numerous establishments and terminal operators have contacted the Mayor's Office inquiring what the status of Tinley Park's local regulations are with respect to the new state VGT cap.

The Village of Tinley Park Code of Ordinances § 132.23.C states that "no more than five (5) video gaming terminals may be located, maintained or operated in any one establishment."

The Mayor's Office encourages the Administrative and Legal Committee to initiate discussion as to whether the Village should consider changing § 132.23.C to allow for six (6) video gaming terminals, in line with state law. It is the understanding of the Mayor's Office that other surrounding communities with video gaming are similarly considering such a change. Note that it is the prerogative of the Village to establish its own cap, and establishments may not add an additional sixth machine without permission (via ordinance change) of the Village Board of Trustees.

Out of 34 licensed, VGT-active establishments in Tinley Park, 27 currently operate the maximum allowed 5 VGT's. Based on current licensing fees and recent revenue reporting from the Illinois Gaming Board, internal projections from Finance show that if all 27 establishments were to add a sixth machine, the projected & combined additional Village revenue would range from \$116,000 to \$120,000 annually.

The Mayor's Office first brought this item to the Admin & Legal Committee on October 8, 2019. At that meeting, the Committee suggested that the entire Board of Trustees review the item. The Mayor's Office suggests that the Board consider changing the maximum cap on VGT's to six machines per establishment across all license categories in the Village of Tinley Park.

Trustee Brady asked if the establishment had to have all six (6) machines. Mr. Sanfilippo stated that it would be the establishment's choice, on how many machines they would have.

Trustee Mueller asked about preventing the establishment scaling back their business once they received the video gaming license. Mr. Sanfilippo stated that this concern had been brought up in committee discussions in the past, but believes that they would be amenable to that discussion.

Trustee Mueller also asked about the additions to item G and if some provisions in the ordinance were covered under state law. Mr. Sanfilippo stated that this is draft language from the attorney.

Trustee Galante asked about the verbiage to prevent an establishment from becoming a gaming parlor making sure that the revenue from gaming is not larger than the main revenue of the business. Mr. Sanfilippo referred the Video Gaming Hall Ordinance stating that they would then fall under that Ordinance.

Motion by Trustee Mueller, seconded by Trustee Brennan to recommend an ordinance amending § 132.23.C to allow for six (6) video gaming terminals, in line with state law to be forwarded to the Village Board. Vote by voice. Trustee Mueller declared the motion carried.

Item #5 – DISCUSS ECONOMIC INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND BANGING GAVEL, PROPERTIES, LLC. D. Niemeyer, Village Manager, invited Jim Richert to discuss modifications to the incentive agreement.

Pilsen Breweries, Inc. d/b/a Banging Gavel Brews (BGB) purchased the Vogt building located at 6811 Hickory Street on June 30, 2017. The Village and owner of the property entered into an economic incentive agreement on April 3rd, 2017. The incentive agreement would allow the developer to redevelop the property in order to feature a brewery and restaurant with an outdoor patio. The incentive agreement granted \$850,000 in assistance; \$600,000 of the request includes a \$450,000 Historic Preservation grant plus an estimated \$150,000 for public land purchase. The purchase of the public land was completed. The remaining \$250,000 came in the form of a sales tax rebate providing an operating incentive over the first ten (10) years. The owner was entitled to 50% of the sales tax revenue received in excess of incentive base (\$6,000), with the Village retaining the remaining 50% of the excess over the incentive base.

The owner of the property, met with staff on July 31st to discuss some of the obstacles they have faced with redeveloping the property. It took from July 19, 2017 to November 18, 2018 to obtain conditional approval from the State Historical Preservation Offices (SHPO), the National Parks Service (NPS) & comply with local building code. As of this date, BGB has expended a sum in excess of \$110,000 in architectural, \$23,000, in civil engineering and \$17,000.00, related to mechanical expense. A vast majority of these expenses is directly tied to addressing the NPS requirements of this project. This does not include their contractor expense or other holding costs. The exact schedule for opening has not been finalized at this point. Everything is conditioned on final approval plans by the Village, final loan approval and obtaining a letter from the State to waive the need for an elevator.

The Petitioner is asking the Village Board to amend the incentive agreement to allow the redevelopment of the project for phase 1 to include only the brewery, taproom and outdoor patio. The second phase will include the 2nd floor kitchen and second floor special event room. At the completion of the second phase and issuance of an occupancy permit, the Village would pay the developer a total incentive of \$450,000. This amended agreement should include language about timing of each phase as did the original agreement.

Trustee Galante wanted to know if the restaurant will be open after phase 1 is complete. Mr. Richert stated that it would.

Trustee Berg is concerned about the financing. D. Niemeyer and Mr. Richert discussed the incentive based sales tax rebate. She also wanted to know if the rest of the plans will be reviewed before releasing the \$150,000. P. Connelly confirmed. There was also a question about the financing. Mr. Richert stated they are with a new bank and the bank will be using the \$150,000 as collateral. She also stated that the restaurant business is risky and she was not comfortable with the Village being in that business. President Vandenberg stated that the \$150,000 was an investment in the restoration of a historical building as opposed to a business.

Trustee Galante asked if the \$150,000 requested was always part of the agreement. Mr. Richert clarified that it is part of the original \$450,000. They are requesting the \$150,000 be placed in a joint construction escrow. He also stated that at the completion of phase 1, 100% of the historical renovated work will be completed.

Trustee Glotz asked if they are finished with all of the red tape. He fears that with the building being historical, he may run into more issues. Mr. Richert hopes that with all of the reviews that the project has been though there will be nothing further.

Trustee Mueller is not a fan of how the money is being moved, but is happy that a historical building will be renovated.

Motion by Trustee Brady, seconded by Trustee Glotz to recommend amending the incentive agreement between the Village of Tinley Park and Banging Gavel, Properties, LLC to be forwarded to the Village Board. Vote by voice. Ayes, Galante, Glotz, Mueller, Brennan, Brady. Nays: Berg Trustee Mueller declared the motion carried.

Item #6 – DISCUSS APPROVING A FOUNDATION ONLY PERMIT (FOP) FOR UNION SQUARE TOWNHOMES (PHASE 2, BUILDING A). Kimberly Clarke, Community Development Director, requested Resolution 2019-R-113 be approved for a foundation only permit for Union Square Townhomes (Phase 2, Building A) located on the North side of 179th Street at Oak Park Avenue. Mike Halleran, is requesting a Foundation Only Permit (FOP) for Building A in Phase 2 of his townhome development located on the north side of 179th Street at Oak Park Avenue. He is requesting the FOP so that he can complete construction of the building by spring as part of his pre-sale obligations for 3 of the 5 units. A building permit cannot be issued due to the expiration of the MWRD permit for the project. An extension for the permit has been applied for but it is uncertain as to when it will be issued. The granting of this permit will allow the developer to commence work on the foundation immediately.

Motion by Trustee Mueller, seconded by Trustee Berg to approve a foundation only permit (FOP) for Union Square Townhomes (Phase 2, Building A) to be forwarded to the Village Board. Vote by voice. Trustee Mueller declared the motion carried.

Item #7 – DISCUSS 2020 TAX LEVY. Brad Bettenhausen, Village Treasurer, presented the 2019 Tax Levy Options. Option 1. Same as last year (Hold the levy at the prior year request) - Following the passage of the Home Rule Sales Tax, the prior Village Board had expressed a desire to hold increases in the Levy for up to five years if it could be sustained. Tax year 2018 would have represented the fifth levy year under that objective. However, that initiative did not consider that the fifth year would coincide with the termination of the Oak Park Avenue TIF.

Due to costs connected to strategic plan priorities established by the Village Board for staffing, and capital projects, this option is not recommended by staff.

Option 2. Prior extended levy (Levy the prior year extended levy amount) - Cook County automatically adds a Loss and Cost factor to each levy item. The default/standard rates are 3% for all levy items, except debt service at 5%. This is done to compensate for post-issuance adjustments (changes to the amount owed after tax rates have been determined and bills produced) to tax bills (e.g. Certificate of Error and appeal adjustments), and unpaid tax bills, to help to ensure that taxing bodies receive as close to the full amount of their levy request by the end of the tax year's distributions. For the past six years, in approving and submitting the tax levy documents, the Board had requested that Cook County use lower Loss and Cost factors (1% for all levy items, except debt service at 3%) than their standard rates.

In general, in review of our tax collections, the Village seemingly has not experienced significant issues with post-issuance adjustments and delinquencies. Utilizing the lower Loss and Cost factors in recent years has not seemed to have had a significant impact on the net tax collections the Village has received. However, we have become aware of a number of incidents of tax bill adjustments

subsequent to determination of rates and production of the tax bills that adversely impact collections. It is recommended that we return to utilize the default Loss and Cost rates, as deviating from the “standard” increases risk of errors occurring in the extension of the Village levy.

Option 3. Village tax cap formula - As a Home Rule community, the Village is not subject to the Property Tax Extension Limitation Law (PTELL; a.k.a. “Tax Cap”). However, the Board's traditional tax cap formula as memorialized in the Fiscal Policies Manual uses the rate of inflation plus new growth to determine the extent the levy could be allowed to increase over the prior year's extended levy.

Staff recommendation is to go with Option 3. The rate of inflation applicable for the 2019 levy year is 1.9% (same as last year).

Last year, “new property” for purposes of PTELL (and as an indicator of new growth in the tax base) was nearly \$39.5 million, but primarily included EAV released by the end of the Oak Park Avenue (Convention Center) TIF (OPA TIF) of approximately \$30.8 million. The overall Village EAV decreased in 2018 from 2017 levels primarily as a result of a decrease in the Cook County Equalization Factor, and as a result, this “new growth” did not serve to increase the Village tax base as expected. Review of recent building permit activity for new construction reflects small but steady growth for the past several years. A growth factor of 1% has been used for the new construction component of the Village levy formula.

With consideration of this normal growth, under the Board's formula (prior year levy + inflation + new growth), the resulting rate of increase to the levy amount would be 2.9%. Using this rate, the Board's formula would produce a total levy request of \$21,566,852 for the Village, which represents an increase of \$607,812 over the prior year's levy request.

Considering staffing and capital priorities that have been expressed by the Village Board, and the increase in the police pension funding requirement, staff is suggesting a levy request following option 3B.

Motion by Trustee Berg, seconded by Trustee Brady to recommend Option 3 above which uses the rate of inflation plus new growth to determine the extent the levy could be allowed to increase over the prior year's extended levy. The rate of inflation applicable for the 2019 levy year is 1.9% (same as last year). Vote by voice. Trustee Glotz declared the motion carried.

Item #8 – RECEIVE PRESENTATION FROM RICK HEIDNER REGARDING THE RACINO. Rick Heidner made a statement regarding his personal and professional reputation in reference to the Chicago Tribune article. Gold Rush Gaming attorney, Patrick Collins also made a statement regarding Mr. Heidner's compliance with the gaming board.

Trustee Brady questioned how Mr. Heidner was awarded racing dates prior to this. Mr. Collins stated the Mr. Heidner complied with all gaming rules and processes. Patrick Connelly clarified that the Village was not at the point in this process that would have placed them before gaming board.

Trustee Galante want to know what the Village's next steps are with the state, as the Village lost the opportunity to have the property cleaned up. Mr. Connelly responded that the Village has been dealing with Illinois Department of Central Management Services (CMS) since 2014 regarding cleaning up the property. Kathleen Abbott from CMS sent a letter to the Village reporting that the State was no

longer interested in selling the property to the village. The Village responded requesting a meeting with CMS and they have not replied. Trustee Glotz agreed with Trustee Galante.

At this time Trustee Glotz reports that a meeting was held on November 5, 2019 with Village, County and State representatives regarding road repairs on 175th street between Ridgeland and Oak Park Avenue. The State will be providing \$150,000 and Cook County will be providing \$500,000. This will be detailed in an inter-governmental agreement.

Item #9 – RECEIVE COMMENTS FROM THE PUBLIC – A citizen stated that his FOIA request was returned with the response that there are no records responsive to the request. Mr. Connelly replied that they will look at the FOIA request. He also made a statement regarding Rick Heidner.

A citizen made a statement regarding cleaning up the Tinley Park Mental Health Center property.

A citizen made a statement regarding Rick Heidner and cleaning up the Tinley Park Mental Health Center property.

Item #10 - ADJOURN TO EXECUTIVE SESSION TO DISCUSS: Motion was made by Trustee Mueller, seconded by Trustee Berg, at 7:36 p.m. to adjourn to executive session to discuss;

- a. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- b. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.

Vote by voice call. President Trustee Glotz declared the motion carried.

Motion was made by Trustee, Glotz, seconded by Trustee Brady, to adjourn the Committee of the Whole. Vote by voice call. Trustee Glotz declared the motion carried and adjourned the meeting at 8:15 p.m.

ADJOURNMENT

dm

MINUTES
Meeting of the Committee of the Whole
November 12, 2019 – 8:00 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Members Present: J. Vandenberg, Village President
C. Berg, Village Trustee
W. Brady, Village Trustee
W. Brennan, Village Trustee
D. Galante, Village Trustee
M. Glotz, Village Trustee
M. Mueller, Village Trustee

Members Absent: K. Thirion, Village Clerk

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
B. Bettenhausen, Village Treasurer
F. Reeder, Fire Chief
M. Walsh, Police Chief
K. Clarke, Community Development Director
J. Urbanski, Assistant Public Works Director
D. Framke, Marketing Director
P. Connelly, Village Attorney- Arrived 8:56 p.m.

Others Present:

Item #1 - The meeting of the Committee of the Whole was called to order at 8:49 p.m.

Item #2 – RECEIVE PRESENTATION ON NEW CANNABIS LAWS – David Niemeyer presented an overview pertaining to the new cannabis law, Public Act 101-0027 Cannabis Regulation and Tax Act (CRTA) including general legal provisions, revenue and what action other communities have taken. This new law will take effect on January 1, 2020.

Kimberly Clarke showed examples of what different cannabis facilities can look like. The zoning districts and zoning process were presented as well as the text amendment approval process should the Zoning Ordinance need to be amended.

Matt Walsh, Police Chief, presented the possible impact on public safety. Topics included civil or criminal penalties; having minor cannabis offenses expunged; investigations; standards of public behavior; and field sobriety tests.

Mr. Niemeyer presented the next steps for the Village regarding this law. A community-wide survey will be open from November 13, 2019 to November 24, 2019 on the Village website. Results will be shared at the December 3, 2019, Committee of the Whole meeting. The Village Board will be making a decision to opt out or permit on December 17, 2019 at the Village Board meeting.

Trustee Mueller asked for clarification on how many cases involving Tinley Park residents would be expunged. Chief Walsh will work on getting a number.

President Vandenberg expressed his concern regarding the safety of law enforcement and asked if there is a timeline for the mechanical aspect of the sobriety test. Trustee Brennen noted this topic was discussed at the last Public Safety Committee meeting. Commander Stan Tencza reported that currently the only way is through blood analysis, which is a long process. Trustee Mueller asked if there was any training provided by the state. Chief Walsh noted that this is not new, as they currently stop people that may have been smoking marijuana, the difference is now they would have to establish probable cause.

Trustee Mueller asked Patrick Connelly, Village Attorney, about prohibiting in unincorporated areas. Mr. Connelly responded that he will look into what the counties have decided.

Ms. Clarke mentioned concerns about the is the possibility of odors leaking from a dispensary into adjacent businesses in strip centers.

Item #3 – RECEIVE COMMENTS FROM THE PUBLIC – A citizen stated concerns of how people who do not use social media or have access to the internet will be able to take the survey. Donna Framke, Marketing Director, referred back to the Citizens Survey, where the newspaper ranked fairly high as to how residents are getting information from the Village. The newspapers are partnering with the village to get the word out.

A citizen wanted to express his concerns and urged the Village Board to prohibit the sale of cannabis in the Village.

A citizen presented statistics regarding the dangers of cannabis and spoke to taxable revenue from the sale. He urged the Village Board to permit the sale of cannabis in the Village and felt determining whether it should be permitted or special use was a more important debate.

A citizen stated that a report was made with the National Response Center regarding the Tinley Park Mental Health Center. She also spoke to the Federal Environmental Protection Agency (EPA), Illinois EPA, and the Metropolitan Water Reclamation District (MWRD). She strongly encouraged the board to contact these agencies as she feels that it would be a stronger message coming from the Village along with the residents. She is also a feels the sale of cannabis should not be prohibited in the Village.

A citizen asked about two inquires for dispensaries that were made. He also wanted to know if retail outlets would be allowed to sell drug paraphernalia and urged everyone to be educated on what items the dispensaries will be selling. He noted that he has seen statistics that are contradictory to the statistics mentioned early in the public comment. He asked if the date to make a decision moved forward and thought the Village may have already opted in. Mr. Connelly clarified that the Village is not opted in. The Village would have to affirmatively opt out prior to January 1, 2020. If the Village does not opt out prior to the January 1, 2020 deadline, the sale of cannabis cannot be prohibited.

Trustee Glotz confirmed with Brad Bettenhausen, Finance Director, regarding the maximum allowed tax revenue the Village would be allowed to receive was 4.75%. Mr. Bettenhausen explained that it is 3% from the cannabis and 1.75% from the State sales tax.

A citizen stated she is a strong proponent for a retail recreational dispensary in Tinley Park. She feels that the Village would be missing a good opportunity for extra revenue.

A citizen wanted to know if the survey would limited to one response per resident. Ms. Framke stated Survey Monkey was being used and she believes that it has some limitations on IP addresses.

A citizen is opposed as Tinley Park is a family community and should not expose its citizens. She is concerned about more traffic and more problems. She read a lot of conflicting stories regarding Colorado.

A citizen who is a strong supporter, noted that the industry is strongly regulated and urged the Board to opt in.

A citizen suggested looking at HB 1438 that may answer a lot of questions. He urged everyone to be educated on the topic to be responsible.

Trustee Glotz asked if there was anyone else who would like to comment. No one came forward.

Motion was made by Trustee Mueller, seconded by Trustee Berg, to adjourn the Committee of the Whole. Vote by voice call. Trustee Glotz declared the motion carried and adjourned the meeting at 9:52 p.m.

ADJOURNMENT

dm

DRAFT

MINUTES
Meeting of the Committee of the Whole
November 18 & November 19, 2019 – 6:30 p.m.
Tinley Park Convention Center – North Room
8451 Convention Center Drive
Tinley Park, IL 60477

Members Present: J. Vandenberg, Village President –
Depart Nov.19, 2019 at 6:51 p.m., Returned Nov. 19, 2019 at 7:59 p.m.
K. Thirion, Village Clerk
C. Berg, Village Trustee
W. Brady, Village Trustee
W. Brennan, Village Trustee
D. Galante, Village Trustee
M. Glotz, Village Trustee
M. Mueller, Village Trustee

Members Absent:

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager, Arrived on Nov. 18, 2019 at 7:05 p.m.
F. Reeder, Fire Chief
M. Walsh, Police Chief
K. Clarke, Community Development Director
K. Workowski, Public Works Director
D. Framke, Marketing Director
H. Lipman, Management Analyst
L. Godette, Deputy Clerk
D. Maiolo, Human Resources Director
D. Sanfillipo, Executive Asst. to the Mayor
L. Valley, Executive Asst. to the Trustees & Village Manager

Others Present: J. McCray, Management Partners
J. Goldstein, Management Partners

Item #1 - The meeting of the Committee of the Whole was called to order at 6:38 p.m. on November 18, 2019

Item #2 –DISCUSSION STRATEGIC PLAN – Jacquelyn McCray and Jan Goldstein of Management Partners discussed with the Village Board and Staff participants the schedule for the Strategic Planning Workshop that the Village will be completing. David Niemeyer and Hannah Lipman presented an overview of the Environmental Scan which included demographics, economic development, financials and public safety issues within the Village. Following this presentation, workshop participants discussed the elements of a draft vision and organizational mission statements. The evening also encompassed a discussion of key organizational values, priorities and goals for the Village.

At 8:49 p.m., a motion was made by Chairman Glotz, seconded by Trustee Berg to continue this Committee of the Whole to Tuesday, November 19, 2019, at 6:30 p.m. in the North Pavilion Room at the Tinley Park Convention Center.

At 6:34 p.m. on Tuesday, November 19, 2019, the Committee of the Whole meeting was reconvened and Chairman Glotz asked the Clerk to call the roll.

Jacquelyn McCray and Jan Goldstein provided a recap of the workshop which began on Monday, November 18, 2019. They provided an outline of the activities that would be completed during the second night of the workshop. At this time, Donna Framke provided an overview of the Tinley Park Citizens Survey which was recently completed. Following this presentation, the workshop participants worked in small and large groups to review priorities and continued their discussion of key goals for the Village. Key priorities included: improving brand, practicing conservative fiscal management, economic development, sustain local growth and investment, hiring a grant writer, maintaining Village assets, attracting millennials and Gen x'ers, implementing and using best practices, downtown walkability, financials, community engagement, and promote employee empowerment. Key goals included, work force development, economic development, and sustainability in the environment, safety and communications.

Ms. McCray stated at the conclusion of the workshop a draft strategic plan document would be completed by Management Partners and provided to the Village.

Item #3 – RECEIVE COMMENTS FROM THE PUBLIC – No one came forward.

Motion was made by Trustee Brennan, seconded by Trustee Mueller, to adjourn the Committee of the Whole. Vote by voice call. President Pro-Tem Glotz declared the motion carried and adjourned the meeting at 9:21 p.m.

ADJOURNMENT

lg



Interoffice Memo

Date: November 25, 2019

To: Committee of the Whole

Cc: Dave Niemeyer, Village Manager
Pat Carr, Assistant Village Manager/911&EM Director

From: Donna Framke, Marketing Director
Hannah Lipman, Management Analyst

Subject: Adult Use Cannabis

Survey Results

Following the November 12th Committee of the Whole discussion on adult use cannabis, the Village posted a survey link for additional resident input on the topic. The survey asked to what extent the respondent supported or opposed the sale of adult use cannabis within the Village.

In total, over 2,700 surveys were completed. Roughly 68% of respondents somewhat support/strongly support retail dispensaries. About 66% of respondents somewhat support/strongly support indoor cultivation centers. Similarly, 66% of respondents also somewhat support/strongly support manufacturing facilities. On site consumption had just under 50% who strongly support this use, and an additional 9% who somewhat support it. A dashboard summary of the results is attached.

Interested Businesses

For additional information, we have extended an invitation to three (3) companies who have contacted the Village with interest in applying for a license with the state and potentially locating their business in Tinley Park to present at the COW. These three (3) companies were asked to share what the facilities may look like and how they run business operations, while keeping the discussion informational, not promotional.

Zoning

If the Village desires to allow recreational dispensaries, the most restrictive option would be as follows:

1. Allow only in **one** zoning district. Suggestions are the Mixed-Use Duvan Drive Overlay District (MU-1), General Manufacturing (M-1)., note medical dispensaries are a special use in the M-1 Zoning District, or the Rich Township Entertainment and Tourism Overlay District.
2. Allow only as a special use. This would require a zoning request and public hearing before Plan Commission with the Village Board's approval.
3. Establish a distance requirement to reduce concentration of dispensaries. A typical distance requirement range is 500-1,000 feet.

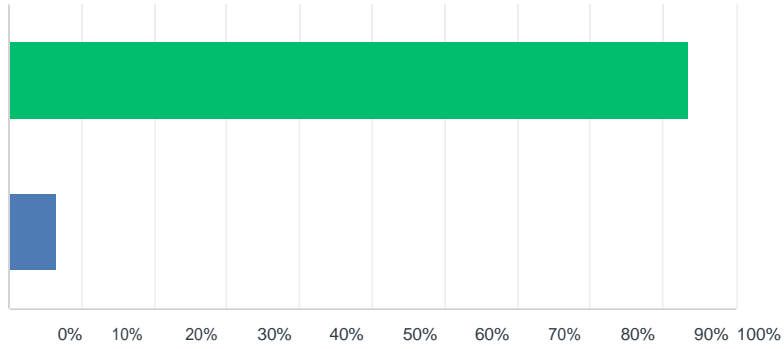
Next Steps

If the Board decides to opt out, a vote will need to be held on December 17th. If the decision is made to allow the sale of adult use cannabis, no immediate action needs to be taken. However, the Community Development Department will need direction on zoning and a decision will need to be made in the coming months on how much the Village will tax the sales (up to 3%).

ADULT USE CANNABIS SURVEY

Q1 Are you a resident of Tinley Park?

Answered: 2,748 Skipped: 4

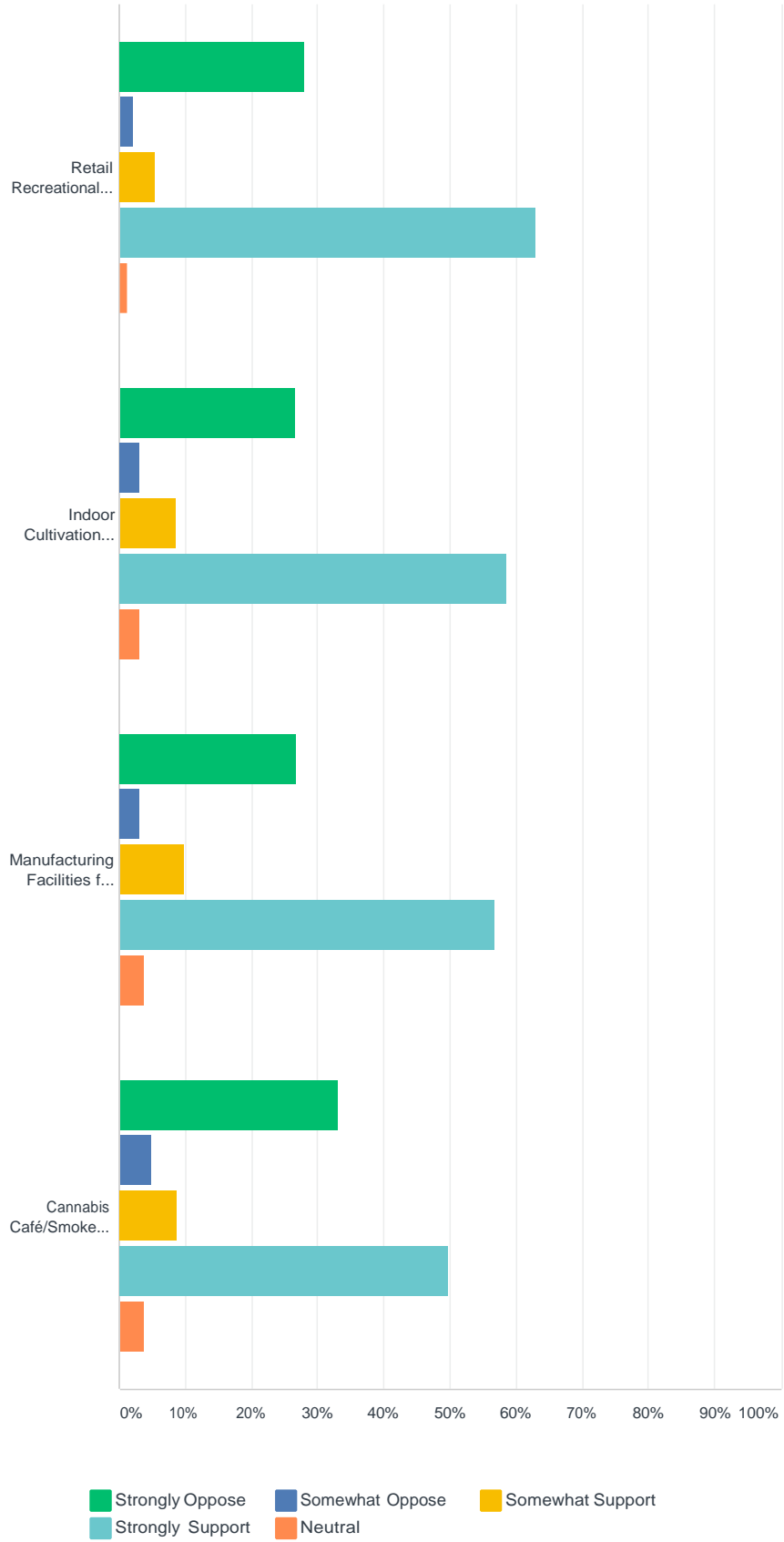


ANSWER CHOICES	RESPONSES	
Yes	93.56%	2,571
No	6.44%	177
TOTAL		2,748

Q2 To what extent do you support or oppose the following types of cannabis establishments in Tinley Park?

Answered: 2,751 Skipped: 1

ADULT USE CANNABIS SURVEY



ADULT USE CANNABIS SURVEY

	STRONGLY OPPOSE	SOMEWHAT OPPOSE	SOMEWHAT SUPPORT	STRONGLY SUPPORT	NEUTRAL	TOTAL
Retail Recreational Dispensaries	27.98% 769	2.15% 59	5.49% 151	63.06% 1,733	1.31% 36	2,748
Indoor Cultivation Centers	26.54% 727	3.14% 86	8.65% 237	58.49% 1,602	3.18% 87	2,739
Manufacturing Facilities for Extraction/Infusion	26.73% 733	3.21% 88	9.74% 267	56.60% 1,552	3.72% 102	2,742
Cannabis Café/Smoke Lounge (on- site consumption)	32.98% 906	4.73% 130	8.77% 241	49.84% 1,369	3.68% 101	2,747



Interoffice Memo

Date: November 27, 2019

To: David Niemeyer, Village Manager

From: Denise Maiolo, Director of Human Resources
Hannah Lipman, Management Analyst

Subject: Amendments to the Personnel Manual: Sick Time

As Human Resources undergoes a comprehensive review of the Village's personnel manual, four (4) policies relating to benefits were identified for immediate discussion. To summarize, presented at the September 10th Admin and Legal Committee were the following:

- (1) **Holidays:** Continue to recognize 11 holidays. However, beginning in 2020, change Good Friday to a half-day holiday and make Christmas Eve a full day holiday. *Impacts current, eligible staff.*
- (2) **Tuition Reimbursement:** Continue practice which requires approval by Department Head & Village Manager. However, for classes beginning after 1/1/20 (that have not already been approved by the Village Manager), the Village will reimburse 80% for 'A'; 70% for 'B'; 50% for 'C'. Must remain employed for two (2) years or employee reimburses the Village 100%. *Impacts current, eligible staff.*
- (3) **Vacation:** Only impacting *eligible, new hires* beginning 1/1/20, the schedule would be as follows. Borrow in advance request is eliminated, as staff will accrue time beginning on hire date.
 - a. Executive Level Management: 22 days for 1-6 years of service; 25 days for 15+ years of service
 - b. Civil Service and FT Appointed staff: 10 days for 1-6 years of service; 15 days for 7-10 years of service; 20 days for 11-14 years of service; 25 days for 15+ years of service
- (4) **Sick and Disability:** Staff recommended *eligible, new hires* would accrue sick time per pay period, up to 80 hours (10 days) per anniversary year. Accrued time could accrue into a sick bank up to 480 hours (60 days).

Of the four (4) topics, sick and disability warranted further discussion. Staff has since reviewed various options, provided below.

Background

The Village's Sick and Disability Ordinance, 70-O-002, provides for paid sick time at full pay and reduced (2/3) pay for eligible staff, based on the number of accrued and interrupted service to the Village. This Ordinance applies to all full time employees, including collective bargaining unit members, who experience unavoidable absence from work due to sickness or accident during any one year.

Recommendation

Staff recommends that the Village sundown the current 1970 Ordinance and replace with a more conventional sick time policy that would be consistent with comparable communities. Adopting a system where employees can accrue time encourages them to be prudent when using sick time in order to ensure time is available, if needed, for serious illness or disability. The new Sick time policy would begin 1/1/2020 or as soon as practicable thereafter, for eligible full time, non-collectively bargained new hires.

Collectively bargained unit members would remain on the current Ordinance unless and until further negotiated.

Comparable Communities

Data collection of comparable communities shows common practice that: (1) allows eligible employees to accrue a certain amount of sick days and carry over unused sick days into a bank, or (2) credits eligible employees with an allotted number of days per calendar year (**see Appendix 'A'**). These practices may be considered "traditional" in comparison to the Village's current policy. Note, such policies allow for conversion of unused sick time at the end of an employee's career to IMRF service credits, whereas the Village's current policy does not.

Options for Consideration

In the options below, sick leave may be used for non-work related personal illness or injury, disability, emergency, medical care, dental care or physician's appointments, that cannot be scheduled during an employee's non-work hours. Sick leave may also be used for the medical care of a member of the employee's immediate family as necessary. Evidence of necessity may be required. "Immediate" family shall mean the employee's current spouse, children, and parents.

Option (1): Similar to the current Ordinance practice, but limited to full pay only, eliminating partial compensation. Continue to group by years of service, but reduce time awarded.

- No sick days may be awarded, accrued or carried over from year to year.
- Eligible employees must have completed a minimum of six (6) months uninterrupted service with the Village in order to qualify.
- If any eligible employee shall have received the full benefit provided to him/her based off service years, he or she will then be ineligible for additional sick and disability payments until afforded the benefit by reaching the next anniversary year.
- This option provides eligible employees the opportunity to apply for benefits already afforded them through Illinois Municipal Retirement Fund (IMRF).¹
- Employees are not eligible if he/she is on layoff, suspension, or approved leave of absence without pay, for thirty (30) days or more.

Option (1a): A variation to option (1) would be to group by years of service, similar to the current Ordinance practice, but cap the benefit schedule at five (5) weeks maximum.

¹Note: IMRF temporary disability benefits would be effective on the 31st day following the date an employee becomes disabled, if that employee is no longer receiving salary, sick, or vacation pay from the Village. Temporary disability benefits are paid for a period of time equal to one-half IMRF service credit at the time of disability, but not more than thirty (30) months, as long as the employee remains disabled. Each month the IMRF employee receives a disability benefit, he/she would also receive one (1) month of service credit. Therefore, even if an IMRF employee exhausted all sick time available to them, they would still be have some protection as IMRF offers both short and long term disability options to participants.

Example of sick and disability schedule:

Current—

Accrued Uninterrupted Service	Weeks of Full Compensation	Weeks of 2/3's compensation	Week's of full & partial compensation
1/2 Year	2	24	26
1-1/2 Years	3	24	27
2-1/2 Years	5	23	28
3-1/2 Years	6	23	29
4-1/2 Years	8	22	30
5-1/2 Years	10	20	30
6-1/2 Years	12	19	31
7-1/2 Years	14	18	32
8-1/2 Years	16	17	33
9-1/2 Years	18	16	34
10-1/2 Years	20	15	35
11-1/2 Years	21	14	35
12-1/2 Years	22	14	36
13-1/2 Years	24	13	37
14-1/2 Years	26	12	38
15-1/2 Years	27	11	38
16-1/2 Years	28	11	39
17-1/2 Years	30	10	40
18-1/2 Years	32	9	41
19-1/2 Years	34	8	42
20-1/2 Years	35	8	43
21-1/2 Years	37	7	44
22-1/2 Years	38	7	45
23-1/2 Years	40	6	46
24-1/2 Years	42	5	47
25-1/2 Years	44	4	48
26-1/2 Years	46	3	49
27-1/2 Years	48	2	50
28-1/2 Years	50	1	51
29-1/2 Years	52	0	52

Proposed—

Years of service	Full compensation
6 months – 2 years	2 weeks
3 – 4 years	3 weeks
5 – 6 years	4 weeks
7 – 8 years	5 weeks
9 – 10 years	6 weeks
11 – 12 years	7 weeks
13 – 14 years	8 weeks
15 – 16 years	9 weeks
17 – 18 years	10 weeks
19 – 20 years	11 weeks
21 + years	12 weeks

Option (2): Allow eligible employees to accrue (earn) 80 hours per year (10 days), beginning date of hire (accrued per pay period).

- Maximum of eighty (80) hours of paid sick leave per year. This recommendation of hours is consistent with market data.
- Unused sick time at the end of each year carries over into a 'bank' for the employee to use as needed.
- The number of banked time may not exceed 480 hours (60 days).
- Upon separation from employment, IMRF members may apply the balance of their sick bank toward IMRF service credit (max of 480 hours or (60) days).

Option (2a): A variation to option (2) would be to award employees 64 hours per year (8 days), and allowing sick leave to be carried over into a bank not to exceed 320 hours (40 days).

By means of comparison, Orland Park credits eligible employees with 64 hours annually (or 8 days). Employees are encouraged to be prudent in using this sick benefit, as they can carry over unused sick leave each year. Upon retirement, Orland Park pays the employee the current hourly rate or equivalent for every hour of sick time in excess of six hundred (600) hours, which the employee has accrued. While adopting a similar system of paying out employees could be an option, it is not recommended.

Option 3: Allow eligible employees up to ten (10) sick days per calendar year. Days are not accrued, and there is no sick bank or carry over.

Based on these parameters, employees with extended illnesses would be required to use personal and vacation days for additional paid time off. Once all personal and vacation time is exhausted, an employee can apply for IMRF temporary disability benefits. IMRF temporary disability benefits become effective after thirty (30) days without pay (on the 31st day) following the date an employee becomes disabled, if that employee is no longer receiving salary, sick, or vacation pay from the Village. This option—which is not in line with other communities—could potentially have a negative impact on recruitment, particularly for mid-

upper level positions.

Any changes to sick and disability will only impact full time, non-collectively bargained, new hires. With that being said, the current Sick and Disability Ordinance applies to collective bargaining units, and therefore, negotiations would be required in order to make any future changes.

Thank you for your consideration.

APPENDIX 'A'

The table below provides a summary of policies from other communities. The recommendation of allowing eligible employees to bank (480) hours or sixty (60) days is based off the minimum seen in the market.

Municipality	Policy	Bank
Addison	FT 1 day per month of service	max of 132 days
Bensenville	FT 1 day per month of service	max of 60 days
Elmhurst	FT 1 day per month of service	max of 150 days
Frankfort	FT 10 days (80 hours) annually that accrues on weekly basis at rate of 3.08 per pay period	can accrue unlimited sick leave hours
Lockport	FT 1 day per month of service	max of 240 days
Mount Prospect	FT 1 day per month of service	base 60 days - max 96 days
Niles	FT receive 10 days each January 1 not to be carried over or accumulated Extended Sick Leave policy may be approved for those who exceed annual allotment and use all vacation time	extended leave allows for 6 months max in a rolling 12 month period; cannot use more than 18 months during term of employment
Oak Brook	FT 1 day per month of service	max of 120 days
Oak Lawn	1 day per month of service (begins to accrue after 180 days worked)	
Romeoville	FT <15 yrs 1 day per month FT >15 yrs 1.5 days per month PT >20 hrs wk accrue at half rate of FT employee	can accrue up to 450 days (3,600 hrs)
Wheaton	Tier 1 FT 1 day per month of service Tier 2 2/3rds day per month of service	Tier 1 max of 100 days Tier 2 accrues to 75 days, then at a rate of 1/2 day per month to max of 100 days
Woodridge	FT 3.70 hours accrued per pay period (96 hrs per yr) PT accrue on pro-rated basis determined by budgeted hours	

**DISCUSS AMENDMENT
TO TITLE III CHAPTER 43
OF THE TINLEY PARK
MUNICIPAL CODE
ENTITLED
“PUBLIC COMMENT”**



Interoffice Memo

Date: November 1, 2019

To: John Urbanski, Assistant Public Works Director

From: Joe Fitzpatrick, Water Superintendent

Subject: Smoke/Dye Testing and Manhole Inspections under 2018-RFP-005

Description: This project consisted of smoke testing sanitary sewers in the areas of the Village considered to be high risk for inflow and infiltration of ground water. Smoke testing helps to identify defects in the sanitary sewers that can allow ground water to infiltrate the sanitary system.

Background: The desired work was spelled out in an RFP to seek qualified contractor proposals to perform the testing and inspection of the sanitary sewer system in the areas labeled as high risk for inflow and infiltration. The RFP proposed that the awarded contract would be written for one (1) year, with an option to extend for two (2) years.

The initial project entailed performing approximately 77,000 linear feet of smoke testing in designated sanitary sewers. A portion of the project was in the right of way of 175th Street and other highways where traffic control involves flaggers, arrow boards and signage would be required. The smoke testing work can only be done under dry soil conditions.

Inspections were also to be completed on approximately 300 manholes. Some inspections were required to be done during smoke tests, remaining to be done after the smoke tests are completed. A Manhole Assessment and Certification inspection report was to be prepared summarizing the findings of any identified defects as well as general information.

Dyed-Water Flooding and Televising was also required to be performed on designated storm lines setups where smoke testing identified that a direct or indirect cross connection exists. Any of this work was required to be coordinated with Village staff prior to being undertaken.

This project was approved as part of the FY2019 Budget in the amount of \$77,000. The solicitation of proposals followed all the guidelines set for the RFP process. The proposals received were as follows:

<u>Contractor:</u>	<u>Location</u>	<u>Proposal</u>
Sewer Assessment Services	Schaumburg, IL	\$71,980
Midwest Water Group	McHenry, IL	\$78,510
Pipe-View	Lafayette, IN	\$80,820
RJN Group	Joliet, IL	\$91,600

Our consulting engineers, Christopher B. Burke Engineering, Ltd. (CBBEL) reviewed the proposals and recommended that Sewer Assessment Services of Schaumburg, Illinois be awarded the contract. As noted, their proposal was also within the approved budget for the work.

Work was successfully completed under the project and the Village has been billed for the services performed. CBEL has reviewed the work performed and has recommended payment.

However, following the receipt of the payout request, it was determined that the contract with the recommended contractor had not been submitted for Village Board approval before the work was undertaken. Unfortunately, in investigating this abnormality from the Village's established policies and procedures, it has been identified that the former Water Superintendant originally supervising this project had mistakenly believed that the Board approval of the FY2019 budget of this maintenance work was sufficient to award the contract.

As noted, the selected contractor met the requirements of the RFP and was recommended by our consulting engineers. While this was not a competitive bid process, the recommended contractor submitted the lowest qualified cost proposal. The contract is within the amount contained in the FY 2019 budget for the project. The work performed has been reviewed and meets the Village's and contract requirements.

Staff Direction Request: Approve a contract to perform sanitary sewer investigations to Sewer Assessment Services, LLC in the amount of \$71,980. The contract provides for the possible extension of services for two additional one-year periods at the Village's option with a three percent (3%) annual increase.

Attachments:

- 1) RFP
- 2) Engineer's Estimate
- 3) Proposal Tabulation Sheet





Date Prepared: 15-Jun-18
 Prepared by: CCZ
 Last Revised:

Request for Proposals
 RFP # 2018-RFP-005
 June 15th, 2018 @ noon
 Village Hall

	UNIT	PRICE	QUANTITY	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION	PRICE	EXTENSION
Smoke Testing	L.F.	\$ 0.65	77,000	\$ 50,050.00	\$0.54	\$ 41,580.00	\$0.63	\$ 48,510.00	\$0.66	\$ 50,820.00	\$0.80	\$ 61,600.00
Catch Basin Leads	EA	\$ 400.00	TBD	---	\$200.00	----	\$500.00	----	\$298.00	----	\$650.00	----
Storm Line Setups (8"-12")	EA	\$ 750.00	TBD	---	\$1,100.00	----	\$500.00	----	\$598.00	----	\$850.00	----
Storm Line Setups (15"-33")	EA	\$ 1,000.00	TBD	---	\$1,300.00	----	\$800.00	----	\$598.00	----	\$1,150.00	----
Storm Line Setups (36"-48")	EA	\$ 1,250.00	TBD	---	\$1,500.00	----	\$1,200.00	----	\$598.00	----	\$1,550.00	----
Ditch Line Setups	EA	\$ 850.00	TBD	---	\$1,100.00	----	\$750.00	----	\$1,000.00	----	\$750.00	----
Sewer Cleaning and Testing	L.F.	\$ 2.50	TBD	---	\$3.00	----	\$2.25	----	\$1.25	----	\$2.42	----
Dyed-Water Flooding Subtotal	L.S.	\$ 30,000.00	1	\$ 30,000.00	\$30,000.00	\$ 30,000.00	\$30,000.00	\$ 30,000.00	\$30,000.00	\$ 30,000.00	\$30,000.00	\$ 30,000.00
TOTAL \$ 80,050.00					TOTAL=	\$ 71,580.00	TOTAL=	\$ 78,510.00	TOTAL=	\$ 80,820.00	TOTAL=	\$ 91,600.00
					AS-READ=	\$71,580.00	AS-READ=	\$78,510.00	AS-READ=	\$80,820.00	AS-READ=	\$91,600.00



The Village of Tinley Park, Illinois
REQUEST FOR PROPOSALS
RFP # 2018-RFP-005
Inflow and Infiltration (I/I) Investigations

The Village of Tinley Park is seeking proposals from Contractors to perform Inflow and Infiltration (I&I) Investigations for portions of the Village's sanitary sewer system along various residential streets and easements for the next three (3) years. This work shall include the following:

- Manhole Inspections
- Smoke Testing
- Dye-Water Testing/Flooding, where necessary

The Village is requesting a written proposal for a Contractor to complete this work.

GENERAL REQUIREMENTS: Submit **three (3)** complete copy of the proposal to be opened evaluated and read in public.

SUBMISSION LOCATION: Village of Tinley Park- Clerk's Office
16250 South Oak Park Avenue
Tinley Park, IL 60477

SUBMISSION DATE: **Friday, June 15th, 2018 at 12:00 pm**
Proposal received after the time specified will not be opened/accepted.

CONTACT / QUESTIONS: Submit questions via email to Village of Tinley Park, attention, Colby C. Zemaitis, PE, CFM at czemaitis@tinleypark.org or 708-444-5516. Questions are required no less than three (3) business days prior to the proposal opening date. **Absolutely no informal communication shall occur regarding this RFP, including requests for information, or speculation between offeror's or any of their individual members and any Village elected official or employee. All questions will be answered with a copy of the question and answer to each proposer.**

CONTENTS: The following sections, including this cover sheet, shall be considered integral parts of this solicitation:

- *Notice of RFP
- *General Terms and Conditions
- *Background
- *Scope of Services
- *Requirements and Expectations
- *Additional Information

I. GENERAL TERMS AND CONDITIONS

1. Negotiations:

The Village of Tinley Park reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

2. Confidentiality.

RFP's and the responses thereto, are subject to the Illinois Freedom of Information Act.

3. Reserved Rights:

The Village of Tinley Park Reserves the right at any time and for any reason to cancel this RFP or any portion thereof, to reject any or all RFP's, and to take any other action determined to be in its best interests. The Village reserves the right to waive any immaterial defect in any RFP. The Village may seek clarification from a responder at any time, after the submission date, and failure to respond promptly is cause for rejection.

4. Incurred Costs:

The Village of Tinley Park will not be liable for any costs incurred by responders in replying to this RFP.

5. Award:

Award will be based on the low bid from the highest ranked responsive, responsible responder as determined by the Village of Tinley Park. The award, if any, will be based on the Village's determination as to the best qualified and most cost effective responder.

6. Discussion of RFP:

The Village of Tinley Park may conduct discussions with any responder who submits a response. During the course of such discussions, the Village shall not disclose any information derived from one RFP to any other responder.

7. Contract Period:

Time is of the essence. The responder shall be able to devote sufficient resources to this project.

8. Responsibility & Default:

The responder shall be required to assume responsibility for all items listed in this RFP. The successful responder shall be considered the sole point of contact purposes for this contract.

9. Payments:

Payments shall be made in accordance with the Local Government Prompt Payment Act.

10. Interpretations or Correction of Request for Proposals:

Responders shall promptly notify the Village Engineer of any ambiguity, inconsistency, or error that they may discover upon examination of the RFP's. Interpretation, correction and changes to the RFP's will be made by written addendum. Interpretation, corrections or changes made in any other manner will not be binding.

11. Addenda:

Addenda are written instruments issued by the Village prior to the date of receipt of responses, which modify or interpret the RFP by addition, deletions, clarifications or corrections. Each respondent shall ascertain prior to submitting a packet that all addenda issued have been received, and by submission of a packet, such act shall be taken to mean that such respondent has received and understands fully the contents of the addenda. Addenda will be placed on the Village website at www.tinleypark.org/RFP.

12. Taxes:

The Village is exempt from paying certain Illinois State Taxes.

13. Non-Discrimination:

Responders shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois administrative Code, Title 44, Part 750 (Appendix A) and the Illinois Drug Free Workplace Act, Title 44, Chapter 10.

14. Insurance: *Please submit certificate with your response.*

The Contractors must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of insurance. Insurance in the following types and amounts is necessary:

- **Worker’s Compensation Insurance** covering all liability of the Responder arising under the Worker’s Compensation Act and Worker’s Occupational Disease Act at statutory limits.

- **General Liability:**

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

- **Professional Liability** to include, but not limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

- **Comprehensive Automobile Liability, Bodily Injury, Property Damage:**

General Aggregate Limit	\$1,000,000
Each Occurrence Limit	\$500,000

Responder agrees that with respect to the above required insurance, The Village of Tinley Park shall:

- Be named as additional insured **by endorsement** as their interest may appear;
- Be provided within thirty (30) days a notice, in writing, of cancellation or material change; and
- Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies.

15. Change in Status:

The Contractor shall notify The Village of Tinley Park immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) Contractor becomes insolvent; (c) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village of Tinley Park shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

16. Precedence:

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Owner and Contractor Agreement; The Village of Tinley Park Request for Proposals; and the Contractor’s Response to RFP.

17. Submittal and Evaluation Factors:

The contract will be awarded to the low-bid Contractor determined by the Village of Tinley Park to be in the best interest of the Village, who meets or exceeds the criteria and provisions sought by the Village. The Village reserves the right to reject any or all responses or to waive any details in the responses received whenever such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the RFP of a Contractor who has previously failed to satisfactorily perform, has not completed a contract on time or whom, upon investigation, is found not to be in a position to perform the contract. The Village of Tinley Park reserves the right to award the contract to a Contractor who is not the lowest cost; however, cost is an important factor in the selection of a Contractor.

In determining the most qualified responder, the following criteria will be considered by the Village:

- A. Ability to complete required work in a timely manner;
- B. Proven method of completing designated tasks;
- C. Estimated Project Timeline;
- D. Experience with other Municipalities;
- E. Familiarity and understanding of code;
- F. Communication with the Village; and
- G. References.

II. SCOPE OF SERVICES

Working under the direction of the Village Engineer and Public Works Superintendent, the work includes providing all signs, barricades, arrow boards, equipment and manpower necessary for Traffic Control to meet IDOT Highway Standards 701501-06 and 701601-09 and to perform the following:

Smoke Testing Inspections:

- a. Determine the possible defects in the sewer lines, laterals and building connections,
- b. Determine possible defects in existing manholes
- c. Find inappropriate connections
- d. By-pass pump/control of all water and wastewater

These inspections shall be performed by using high capacity blowers and sending non-toxic smoke into the sanitary sewer pipes, observe the locations where the smoke exits the system (i.e. gutters, vent stacks, etc...) and documenting these observations. The smoke testing products shall be smoke bombs/candles or smoke fluid that will generate a white to gray colored smoke, leave no residues and be non-toxic and non-explosive. The Contractor shall submit the product data and the material safety data sheets (MSDS) of the smoke the plans to use for review and shall have this information with them at all times to present to any resident who becomes confirmed or has questions about it during the project.

Should the Contractor encounter water in the sewer pipes in which he is performing his work, that water shall be by-pass pumped to complete the work and shall not be done across any open lanes of traffic.

All inspections shall be recorded and turned over to the Village on forms and entered into an electronic database as per NASSCO guidelines. Photos shall be taken where smoke exits the system and all testing shall be done under dry conditions.

The procedure shall follow the use of a central manhole where the blower is located with an upstream and downstream along with two (2) sewer lines between them. The total line segment shall not exceed 1,000 feet. The capacity of the blowers shall be determined by the amount and/or size of the smoke plumes exiting the system. Plugging the line segments shall be done by the use of sewer plugs or sandbags.

Manhole Inspections:

- a. Identify and Document General Manhole information
 - i. Depth
 - ii. Size
 - iii. Location
- b. Inventory of the Structural Make-up of the Manhole
- c. Identify all Pipes Types, Sizes and Inverts
- d. Overall Condition, Defects and Recommendations

The information obtained during the inspections shall be documented and turned over to the Village in spreadsheet/table type format that provides a clear summary of what was observed. All RIM and invert elevations shall refer to NAVD 88 Datum.

All defects shall be recorded and given a severity rating of minor, intermediate or severe. Visual indications can be actual leaks observed, ranging from water intermittently running down the manhole wall from the defect to gushers where water is spraying into the manhole from the defect. Any stains on the manhole walls shall be documented as well.

Manhole covers shall also be documented if they are damaged, misplaced or in need of new gaskets or replacement as they can contribute to inflow to the system.

Dye-Water Testing/Flooding

This portion of the proposal will only be utilized should the Contractor present a request and obtain permission from the Village Engineer or Public Works Superintendent. Dye-water flooding can be performed in conjunction with CCTV inspection on a site-specific determination aiding in determining the location and quantification of specific defects

during an evaluation. It shall only be performed on storm line setups where a direct or indirect cross connection may exist with a sanitary line. Only storm sewers with an invert elevation that appears to be higher than the adjacent sanitary lines will be flooded. This flooded storm line must cross above or closely parallel to the adjacent sanitary sewer or service lateral to be considered for this procedure. The visual observations of this procedure will be made at the downstream manhole.

The dye products shall be non-toxic and biodegradable designed for plumbing testing. All water that is used to dilute the dye shall be clean and clear in order to develop a brilliant color mixture. Storm sewers have a diameter of thirty-three (33") inches or less shall be plugged with a pneumatic plug and filled with dyed water. If ditch lines or storm sewers greater than thirty-three (33") inches in diameter are to be tested, each shall be partially dammed with sandbags to retain the dyed water. Water shall be held for twenty-five (25) minutes if a dye trace is not observed in the downstream manhole immediately.

Should the dye water flooding procedure need to be introduced to a containment structure, the method and amounts shall be as directed by the manufacturer.

Whenever dye is observed in a sanitary sewer or when it is expected and doesn't appear, Contractor shall document and take photos of the water and the setup. All result of this procedure shall be recorded in electronic format. Color photos shall be taken of the dyed water flooding in progress and where leaks are located. The information recorded shall include:

- a. Location of Manhole or Line Flooding
- b. Upstream Manhole Number
- c. Plugged Lines
- d. Location(s) that were flooded along the line
- e. Location(s) of Leaks in Sanitary Sewer Pipe
- f. Other Pertinent information regarding Test Results

Should the sanitary lines be clogged, the Contractor shall clean and televise the lines. The cleaning shall include up to two (2) passes of the jetter nozzle should more than two (2) passes or root cleaning be required; a heavy cleaning charge will be negotiated. If and when defects are identified, they shall be coded in accordance with NASSCO Guidelines and televising videos and reports shall be provided to the Village Engineer.

This procedure has a budget allowance of \$30,000.00 which is assuming that 10% of the sewer system that will be smoke tested will be in need of this testing.

III. SUBMITTAL REQUIREMENTS

1. Color Photographs of all Leaks and Defects
2. Map showing the Project Area
3. Address of each Leak and/or Defect Location
4. Summary, Type, Size and Locations of Existing and Potential Manhole Defects
5. Copy of all complete Field Forms and Sketches
6. Exhibits showing Inspection Results and Condition Ratings for the Sewer Lines
7. Capital Improvement Costs
8. EOPCC for Sewer and Manhole Lining Project
9. A certified check/bank draft drawn on a solvent bank or bid bond, payable without condition to the Village of Tinley Park in an amount not less than ten percent (10%) of the bid shall be submitted with each proposal, as a guarantee

that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

10. All items shall be included in a bound report booklet along with a CD and flash drive with all documents in AutoCAD, Word or Excel format.
11. Completed attached Certifications. (See end of RFP)

IV. REQUIREMENTS AND EXPECTATIONS

The following are general requirements and expectations of the selected Contractor:

- A. The Contractor shall perform all work in accordance with Federal, State, and Local laws, regulations, codes and ordinances;
- B. The Contractor must be able to receive requests via e-mail.
- C. The Contractor is expected to have all necessary equipment, personnel, and skills to complete the project in a timely manner;
- D. Hours of data collection are to be performed between the hours of 7:30 am and 5:00pm Monday through Friday;
- E. The Contractor shall remove all trash and debris in the manholes or sewers and properly dispose of it; and
- F. The grounds shall have a neat, professional looking appearance upon completion of the job, and
- G. The public shall be notified and the work coordinated with the Village Police, Fire Departments, Marketing and Public Works and
- H. If a homeowner/business takes offense to Contractor's arrival to the property, the Contractor is to notify the Village engineer or Public Works Department immediately;
- I. Should water be needed by the Contractor to clean, dye-water flood or televise the sewers, it will be available at the Public Works Facility and/or nearby fire hydrants. A water meter and/or fire hose can be obtained from the Village with the required deposit. A form shall be completed and turned in with a check for \$600 to obtain a Village water meter. Any sewage/waste encountered in the sewer lines will be the Contractor's responsibility to remove and dispose at a proper dump site if the site is located in the Village limits.
- J. The Village is committed to the safety of its personnel and the general public. The Contractor must comply with all the safety requirements of the Village, County, State and Federal Government. Proper PPE (Personal Protection Equipment) shall be worn at all times along with an identification card provided by the Village. A Class III reflective safety vest shall be worn at all times. The reflective vests and company vehicles shall also include a company logo.

V. Contract Termination:

The Village of Tinley Park may, by written notice, and at any time, terminate the agreement if, in the judgment of the Village, the Contractor has failed to comply with the terms of the agreement. In the event of such termination, the Contractor shall be entitled to payment for work performed through the date notice is delivered to Contractor. No sums shall be owed to the Contractor for work performed after such notice is delivered.

VI. ADDITIONAL INFORMATION

The Village requests proposers to submit the following:

- A. Certificate of Liability Insurance;
- B. Cost Proposal: This should include equipment cost per hour, manpower cost per hour, or an all-inclusive cost per property
- C. Please submit predicted cost for *additional services;
- D. Information for the firm's point of contact with the Village and specification of staff that will be involved;
- E. Written Summary of firm qualifications and experience; and
- F. Three firm references;
- G. Must be licensed and bonded with the Village.

VII. Term of Contract:

The term of the contract shall run from July, 2018, thru November, 2021.

Every effort will be made to adhere to the following schedule:

RFP Due Date: **Friday, June 15th, 2018 by noon**
 Board Approval: July, 2018
 Contract Execution July, 2018

Schedule of Prices

<i>Pay Items</i>	<i>Units</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total Price</i>
Smoke Testing *Various Size Sewers	Lin Ft	77,000	\$ _____	\$ _____
Dyed-Water Flooding				
Catch Basin Leads	Each		\$ _____	
Storm Line Setups (8"-12")	Each		\$ _____	
Storm Line Setups (15"-33")	Each		\$ _____	
Storm Line Setups (36"-48")	Each		\$ _____	
Ditch Line Setups	Each		\$ _____	
Sewer Cleaning & Televising	Lin Ft		\$ _____	
Dyed-Water Flooding Subtotal				\$ <u>30,000.00</u>
BID TOTAL				\$ _____

Percent Increase over next 2 years _____%

Bidder Information

Date Submitted: _____
 Company Name: _____
 Address: _____
 City, State Zip Code: _____
 Phone Number: _____ Fax Number: _____
 Company Email: _____
 Contact Person and Cell Number: _____

Attachments

CERTIFICATIONS

Eligibility to Contract

The undersigned hereby certifies that the Consultant is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Consultant (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Consultant is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Name of Consultant (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Consultant (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Name of Consultant (please print)

Submitted by (signature)

Title



Interoffice Memo

Date: November 27, 2019
To: Village Board
From: Pat Carr, Asst. Village Manager
Subject: Homeland Security Grant Resolution

In April of 2019, the Tinley Park Emergency Management Agency applied for an Urban Area Security Initiative (UASI) grant through Cook County Emergency Management and administered by the State of Illinois Emergency Management Agency (IEMA). The grant program is designed to assist high-threat, high density Urban Areas in their efforts to build, sustain, and deliver the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. In July of 2019, the Village was notified of the pending award of \$223,000 with a Village match of \$20,000 for the automatic license plate recognition (ALPR) Technology System Project.

Staff is requesting the approval of the resolution to meet the terms of the agreement.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2019-R-116**

**A RESOLUTION APPROVING A SUBAWARD AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK
AND THE COUNTY OF COOK – HOMELAND SECURITY
(ALPR TECHNOLOGY SYSTEM PROJECT)**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees**

VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION NO. 2019-R-116

**A RESOLUTION APPROVING A SUBAWARD AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK
AND THE COUNTY OF COOK – HOMELAND SECURITY
(ALPR TECHNOLOGY SYSTEM PROJECT)**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park (“Village”) an the County of Cook acting on behalf of the State of Illinois through the Department of Homeland Security and Emergency Management (“Cook County”), desire to enter into a Subaward Agreement (“Agreement”), further described in the attached Exhibit 1, pertaining to the award of certain Urban Area Security Initiative finds (“Funds”) awarded to the Village to utilize for costs related to planning, organization, equipment, training, and exercise need to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events (“Eligible Costs”); and

WHEREAS, pursuant to said Agreement, Cook County shall provide an amount to not to exceed \$20,361.17 to the Village for said Eligible Costs; and

WHEREAS, in order to receive said funds, the Village shall allocate an amount not greater than \$21,366.56 towards said Eligible Costs; and

WHEREAS, the President and Board of Trustees of the Village of Oak Lawn believe and hereby declare that it is in the best interest of the Village and its resident to approve said Agreement and shall allocate an amount not greater than \$21,366.56 towards Eligible Costs to receive said Funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

*, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: The President and Board of Trustees of the Village of Tinley Park hereby approve the Agreement attached hereto as Exhibit 1, with Cook County, and the Village shall allocate an amount not greater than \$20,000 toward said Eligible Costs, and the Village President and/or Village Manager are hereby authorized to execute and memorialize the Agreement on behalf of the Village of Tinley Park, subject to review and revision as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 3RD day of December, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 3rd day of December, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-116, “**A RESOLUTION APPROVING A SUBAWARD AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE COUNTY OF COOK – HOMELAND SECURITY (ALPR TECHNOLOGY SYSTEM PROJECT)**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 3, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of December, 2019.

KRISTIN A. THIRION, VILLAGE CLERK



**SUBAWARD AGREEMENT
BETWEEN
THE COUNTY OF COOK
AND
THE VILLAGE OF TINLEY PARK, ILLINOIS**

THIS SUBAWARD AGREEMENT (“Agreement”) is entered into between the County of Cook (“County”), a body politic and corporate of the State of Illinois, acting through its Department of Homeland Security and Emergency Management (“DHSEM”), and the Village of Tinley Park, a municipal corporation in the State of Illinois, (“Subrecipient”), by and through its Village Treasurer.

RECITALS

WHEREAS, the U.S. Department of Homeland Security (“DHS” or “Federal Awarding Agency”), through its Grant Programs Directorate (“GPD”) administers the Homeland Security Grant Program (“HSGP”), which includes the Urban Area Security Initiative (“UASI”) grant program.

WHEREAS, DHS awarded the State of Illinois (“State”), through its Illinois Emergency Management Agency (“IEMA”), a 2017 UASI grant, Federal grant # EMS-2017-SS-00051-S01; and

WHEREAS, pursuant to Agreement No. 2017UASICOOK (“2017 Grant Agreement”), a copy of which agreement is attached hereto as Exhibit A, IEMA has awarded the County 2017 UASI grant funds in an amount not exceeding \$20,361,280.17 (“2017 Grant”) to utilize for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events; and

WHEREAS, the County wishes to subaward a portion of the 2017 UASI Grant (“Subaward”) to Subrecipient as further detailed in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipts and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I
INCORPORATION OF RECITALS**

The above recitals are incorporated into this Agreement by reference and made a part hereof.

ARTICLE II
SUBRECIPIENT INFORMATION AND CERTIFICATION

2.1. Nature of Entity; FEIN Number; and DUNS Number. Subrecipient certifies the following information is true and accurate:

Subrecipient is a unit of government, an institution of higher education, a nonprofit organization;

Subrecipient's correct FEIN is 36-6006127; and

Subrecipient's correct DUNS number is 079739843

2.2. Standing and Authority. Subrecipient warrants that:

(a) Subrecipient has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it regarding this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(b) The execution and delivery of this Agreement, and the other documents to be executed by Subrecipient regarding this Agreement, and the performance by Subrecipient of its obligations hereunder have been duly authorized by all necessary entity action.

(c) It recognizes this Agreement and all other documents related to this Agreement, including the 2017 Grant Agreement, all applicable Federal laws, regulations, rules, and guidance, constitute the legal, valid and binding obligations of Subrecipient enforceable against Subrecipient in accordance with their respective terms.

2.3 Certification. By executing this Agreement, Subrecipient certifies:

- i. All representations made in this Agreement are true and correct and
- ii. All funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein.

Subrecipient acknowledges its subaward is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all funds awarded to Subrecipient.

ARTICLE III
SUBAWARD TERMS AND CONDITIONS

3.1 Term and Extension. The term of this Agreement shall commence on **September 1, 2019** (“Effective Date”) and shall expire on **July 31, 2020** (“Expiration Date”), unless terminated pursuant to this Agreement. This Agreement may only be extended upon the written agreement of the parties and as permitted by DHS at its sole discretion. In no event shall payments be made for obligations incurred, equipment purchased, or work performed before the Effective Date or after the Expiration Date of this Agreement.

3.2 Purpose of Subaward. The purpose of this Agreement is to provide Subrecipient 2017 UASI Grant funds for the allowable costs of the Subrecipient’s project (“Project”) described in its Scope of Project and Budget Detail Worksheet (“Scope/Budget Detail Worksheet”), attached hereto as Exhibit B.

3.3 Amount of Subaward and Use of Funds; Subrecipient Matching Funds. The Subaward is for an amount not to exceed **\$223,000.00** and shall be used only to implement the Project, **Village of Tinley Park – ALPR Technology System Project** in conformance with this Agreement and for no other purpose. Subrecipient agrees to match the amount of the award with non-Federal funds in the amount of **\$20,000.00**.

3.4 Grant Assurances; Other Requirements.

(a) Subrecipient shall comply with all the conditions and limitations set forth in the 2017 UASI Grant Agreement.

(b) In addition to complying with terms and conditions of the 2017 UASI Grant Agreement, Subrecipient shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, County policies and requirements and any conditions imposed by DHS and IEMA (collectively “Requirements”) including but not limited to the following:

- i. Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2017 Homeland Security Grant Program
(<https://www.fema.gov/media-library/assets/documents/131992>)
- ii. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”)
(<https://www.gpo.gov/fdsys/pkg/C.F.R.-2014-title2-vol1/pdf/C.F.R.-2014-title2-vol1-part200.pdf>)
- iii. The Department of Homeland Security’s Standard Terms and Conditions for Fiscal Year 2017
(<https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202017%20DHS%2>)

[0Standard%20Terms%20and%20Conditions%20Version%207-1%20Dated%2003-20-17.pdf](#))

- iv. Illinois Emergency Management Agency Federal Grants Policy Manual (https://www2.illinois.gov/iema/ITTF/Documents/IEMA_Federal_Grants_Policy_Manual.pdf)

All Requirements applicable to the Subaward are hereby incorporated into this Agreement by reference as if fully set forth herein.

(c) By executing this Agreement, Subrecipient acknowledges and agrees it is assumed to have read, understood, and accepted all Requirements as binding.

3.5 Administrative Requirements. Subrecipient acknowledges and agrees that the County is acting as a "pass-through entity" (as such term is defined in 2 C.F.R. § 200.74) for this Subaward and that the County shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in the Uniform Guidance.

3.6 NIMS Implementation and Reporting. Subrecipients receiving HSGP funding are required to implement the National Incident Management System ("NIMS"). FY 2017 HSGP recipients must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources. Sample Resource Typing Form can be found in Exhibit C. (The NIMS Training Program and the NIMS Implementation Objectives can be found at <https://www.fema.gov/training-0> and <https://www.fema.gov/implementation-guidance-and-reporting>, respectively. Refer to the DHSEM Grant Guidance Manual for further information.)

3.7 Procurement Requirements. Subrecipient shall follow its own procurement requirements if those requirements comply with all applicable federal and State of Illinois, County and local laws, statutes, regulations, requirements, policies, guides, guidelines and instructions, including the most recent restrictions on the purchase of general purpose equipment and on purchases of specified controlled equipment. *See*, 2 C.F.R. § 200.318

3.8 Equipment List Requirements. Subrecipient may only purchase equipment listed on the DHS Authorized Equipment List (AEL), a list of equipment types allowed under the HSGP consisting of 21 equipment categories. The AEL can be found at <https://www.fema.gov/authorized-equipment-list>.

3.9 Accounting Requirements. Subrecipient shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement. The Subrecipient shall keep records sufficient to permit the tracking of funds to ensure that expenditures are made in accordance with this Agreement and federal requirements.

3.10 Financial Management and System of Internal Controls. As prescribed at 2 C.F.R. § 200.303, Subrecipient must:

- i. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that it is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.
- ii. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- iii. Evaluate and monitor its compliance with statutes, regulations, and the terms and conditions of Federal awards.
- iv. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- v. Take reasonable measures to safeguard protected personally identifiable information and other information DHS, FEMA, IEMA or the County designate as sensitive or Subrecipient considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

3.11 Audit Requirements.

(a) If Subrecipient expends \$750,000 or more in Federal awards (from all sources including pass-through subawards) during a fiscal year, Subrecipient shall arrange for a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Subpart F. Such audit must be submitted to DHSEM no later than nine (9) months after the end of the Subrecipient's fiscal year.

(b) If Subrecipient expends less than \$750,000 in Federal awards during its fiscal year and is not subject to the audit requirements in subsection (a), Subrecipient must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Subrecipient expends between \$500,000 and \$749,999 in Federal and State awards combined, Subrecipient must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Subrecipient shall submit these financial statement audit reports to DHSEM either within,

- i. 30 calendar days after receipt of the auditor's report(s) or
- ii. 180 calendar days after the end of the audit period, whichever is earlier.

3.12 Project or Budget Revisions. The Subrecipient shall only use the funds provided under this Agreement for the itemized expenditures identified in the Project's Scope/Budget Detail Worksheet (Exhibit B) and shall not spend more than the specified amount for each such itemized expenditure. The Subrecipient may request, in writing, approval from DHSEM to modify the expenditures itemized or the

amounts specified in any Scope/Budget Detail Worksheet. Any request for project or budget revisions must be submitted for review and approval to the County using the Program Project Modification Request Form (Exhibit E). This request shall be submitted in the form and manner specified by the DHSEM. The Subrecipient must obtain DHSEM's written approval prior to making an expenditure that is not in compliance with a Scope/Budget Detail Worksheet.

3.13 Project Completion. Subrecipient shall complete the Project ("Project Completion"), which includes, but is not limited to ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by the Expiration Date of this Agreement ("Project Completion Deadline"). The Subrecipient shall pay out the funds, submit to DHSEM a final report and documentation of expenditures made, and submit to DHSEM all requests for payment no later than forty-five (45) days after the Project Completion Deadline. DHSEM has the discretion, and reserves the right, to not reimburse the Subrecipient for an expenditure that does not comply with all the requirements established in this paragraph.

3.14 Close Out Financial Report. Subrecipient must submit to DHSEM a final close-out financial report and narrative using the format provided in Exhibit K by **July 17, 2020**.

3.15 Record Keeping. Subrecipient shall (1) maintain records for equipment, non-expendable personal property, and real property and (2) as often as deemed necessary by DHS, FEMA, IEMA, County or any of their duly authorized representatives, permit DHS, FEMA, IEMA, Auditor General, 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 Subrecipient involving transactions related to this Agreement. This provision requires, at a minimum, that Subrecipient shall:

- i. Cooperate with any compliance review or complaint investigation conducted by the DHS, FEMA, IEMA or the County,
- ii. Maintain appropriate backup documentation, and
- iii. Comply with all other special reporting, data collection and evaluation requirements as may be required by DHS, FEMA, IEMA or the County.

Subrecipient acknowledges the funds provided by this Agreement are federal pass-through funds that must be accounted for in the jurisdiction's single audit, if required, pursuant to the Uniform Guidance.

3.16 Remedies for Noncompliance.

(a) Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 3.4, above, the Federal Awarding Agency, IEMA or the County shall have the right to take one or more of the actions set forth in 2 C.F.R. § 200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the

Subaward shall not be considered allowable under the Subaward unless allowed under 2 C.F.R. § 200.342. Subrecipient shall be liable to the Federal Awarding Agency, IEMA or the County for any Subaward funds used by Subrecipient in violation of any Requirements, and Subrecipient shall indemnify and hold harmless the County for any sums the Federal Awarding Agency or IEMA determines Subrecipient used in violation of such Requirements.

(b) Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal Awarding Agency, IEMA or the County in accordance with the provisions set forth in 2 C.F.R. § 200.341.

3.17 Termination. Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by DHS, IEMA or the County as set forth in 2 C.F.R. § 200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 C.F.R. § 200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Subaward shall survive and continue in full force and effect with respect to any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

ARTICLE IV PAYMENT

4.1 Basis of Payment. The Subrecipient will be reimbursed on a cost reimbursement basis for allowable Project costs incurred and paid directly by the Subrecipient pursuant to the Scope/Budget Detail Worksheet (Exhibit B). The Subrecipient must submit reimbursement request forms to DHSEM for each reimbursement request as detailed below in 4.2.

4.2 Method of Payment.

(a) Subrecipient will submit requests for reimbursement identifying the payment due for the Project costs incurred and paid directly by the Subrecipient in such detail and supported by such documents as the County may require using the Reimbursement Request Form (Exhibit G), including Original Invoices and Proof of Payment (*See*, Exhibit H for examples) and the Equipment Inventory Form (Exhibit I) if necessary. If the subrecipient paid for their Projects costs using checks, then a copy of the cancelled check(s) – front and back (showing bank stamp) – should be submitted. If a credit card was used, then card receipt along with the credit card statement should be submitted. If a bank transfer is used, then the journal entry from the agencies accounting system should be submitted. The requests for reimbursement and supporting documents should be sent via email to DHSEM.Finance@cookcountyl.gov.

(b) The County will reject any reimbursement requests that include costs that were incurred or paid by any party other than the Subrecipient. The County will use reasonable efforts to respond to the Subrecipient's request for reimbursement within 30 calendar days after submission by either (i) processing

the payment or (ii) notifying the Subrecipient of the way in which the request is deficient and the adjustments the Subrecipient must make to receive payment. Within 15 days after receiving such notification from the County, and after completing such adjustment(s), the Subrecipient may resubmit a revised request for reimbursement form and the County thereafter will use reasonable efforts to respond to the Subrecipient's request within 15 days.

4.3 Waiver of Payment. The Subrecipient waives all rights to payment if the request for reimbursement is submitted after the termination or completion of this Agreement. Costs incurred by the Subrecipient after the Expiration Date or after earlier termination of this Agreement will not be paid by the County.

4.4. Allowable Costs. All costs allowed by the Federal Awarding Agency, IEMA and/or DHSEM are not considered final and may be disallowed upon the completion of audits ordered or performed by the County or the appropriate federal agency. In the event of a disallowance, the Subrecipient will refund the amount disallowed to the County.

4.5 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The County may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the County by the Federal funding source or (ii) the County determines that funds will not or may not be available for payment. The County shall provide notice, in writing, to Subrecipient of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.6 Certification. Pursuant to 2 C.F.R. § 200.415, each invoice and report submitted by Subrecipient must contain the following certification by an official authorized to legally bind the Subrecipient:

By signing this report/payment request, I certify to the best of my knowledge and belief that the report/payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

4.7 Overpayment. If DHSEM or a subrecipient determines there has been an overpayment of federal preparedness funds, duplicate payment, or any other instance in which the subrecipient has received funds that are not associated with an authorized expenditure, this amount must be returned to DHSEM. Any interest earned on the overpayment in excess of the maximum that may be retained shall be remitted to the DHSEM according to federal rules and regulations.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

Legal Authority. Subrecipient's execution of this Agreement is authorized by a resolution, ordinance or other evidence of legal authority from the Subrecipient's governing body. The signature of the individual signing on the Subrecipient's behalf has been made with complete and full authority to commit the Subrecipient to all the terms and conditions of this Agreement. Subrecipient must provide evidence of signature authority and the Subrecipient Signature Authorization Form (Exhibit F) to the County with the executed Agreement.

No Misstatements. No document furnished or to be furnished by Subrecipient to the County in connection with this Agreement, any reimbursement request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

Eligibility to Receive Federal Funds. By executing this Agreement, Subrecipient represents and warrants it is eligible to receive federal funds, and specifically certifies as follows:

- (a) Subrecipient is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented by the DOJ at 2 CFR Part 2867.
- (b) Subrecipient complies with 31 U.S.C. § 1352, *Limitation on Use of Appropriated Funds to Influence Federal Contracting and Financial Transactions*, as implemented by the DOJ at 28 CFR Part 69.
- (c) Subrecipient complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 701 *et seq.*, and will continue to provide a drug-free workplace as required under that Act and implementing regulations. *See*, 2 CFR Part 182, Subpart B.
- (d) Subrecipient is not delinquent in the repayment of any federal debt, including without limitation, delinquent audit disallowances, loans, taxes, and any outstanding debts with the Treasury.

Subrecipient acknowledges that the foregoing representations, warranties and certifications of eligibility to receive federal funds are material terms of the Agreement.

ARTICLE VI REQUIRED CERTIFICATIONS AND ASSURANCES

Subrecipient shall be responsible for compliance with the certifications and assurances enumerated in any of the Requirements to the extent that same apply to Subrecipient including without limitation the following:

- a. No Pending Application(s) Disclosure. Subrecipient has no pending request(s) for funding to support the same project being funded under this Agreement and that seeks to cover the identical cost items outlined in the Project's Scope/Budget Detail Worksheet. If Subrecipient cannot so certify, it shall complete, execute and submit a *Disclosure of Pending Applications* form (Exhibit J) upon execution of this Agreement.
- b. Debarment. Subrecipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.
- c. Criminal Convictions. Subrecipient certifies that neither it nor any managerial agent of Subrecipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or that at least five (5) years have passed since the date of the conviction.
- d. Federal Funding Accountability and Transparency Act of 2006. Subrecipient certifies that it is in compliance with the terms and requirements of 31 U.S.C. § 6101.
- e. Lobbying and Political Activities. Subrecipient certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal Contract, the making of any federal grant, the making federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress relating to this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. See, <https://ojp.gov/funding/Apply/Resources/Disclosure.pdf>

- iii. The undersigned shall require that the language of the foregoing two subsections be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- f. Hatch Act. Subrecipient certifies it will comply 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.
- g. Privacy and Personally Identifiable Information. Subrecipient agrees to comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of Subaward approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. § 22.23. See, <https://ojp.gov/ovc/pubs/victimswithdisabilities/pdf/PrivacyCertificate.pdf>.

ARTICLE VII CIVIL RIGHTS COMPLIANCE

Subrecipient will comply, as applicable, with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The DHS regulations for this statute are codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*, which prohibits discrimination on the basis of gender in educational programs and activities. The DHS regulations for this statute are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- c) The Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. The implementing regulation for this statute is codified at 28 C.F.R. Part 35.
- d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance. The FEMA regulation for this statute is codified at 44 C.F.R. Part 7, Subpart E.

e) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The DHS regulation for this statute is codified at 6 C.F.R. Part 15.

f) The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made and any other applicable statutes.

ARTICLE VIII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

8.1 Records Retention. Subrecipient shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to the Subaward, adequate to comply with 2 C.F.R. § 200.333, unless a different retention period is specified in 2 C.F.R. § 200.333. If any litigation, claim or audit related to the purchases contemplated herein is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

8.2 Accessibility of Records. Subrecipient, in compliance with 2 C.F.R. § 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized County representatives, the County's Inspector General, Federal authorities, any person identified in 2 C.F.R. § 200.336, and any other person as may be authorized by the County (including auditors) or by the City of Chicago. Subrecipient shall cooperate fully in any such audit or inquiry.

8.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Article VIII, 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 disbursement.

8.4 Monitoring and Access to Information. Subrecipient must monitor its activities to assure compliance with applicable Requirements and to assure its performance expectations are being achieved. County shall monitor the activities of Subrecipient to assure compliance with all requirements and performance expectations of the award. An annual monitoring visit is expected and will be scheduled with a 30-day notification. Subrecipient shall timely submit all financial and performance reports, and shall supply, upon the County's request, documents and information relevant to the Subaward. The County may make site visits as warranted by program needs. *See*, 2 C.F.R. § 200.328 and § 200.331.

ARTICLE IX

EQUIPMENT OR PROPERTY REQUIREMENTS

9.1 Equipment and Procurement. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 C.F.R. § 200.313. For the purposes of this Article t, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000 or more per unit. Items costing less than \$5,000 but acquired under the "Equipment" category of the Grant must also be listed on the Equipment Listing

9.2 Use. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

9.3 Availability for Like Programs. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency. In addition, in accordance with applicable DHS, FEMA, IEMA and Cook County policies and requirements, Subrecipient shall make the Equipment and supplies available to other authorized entities, including call out for mutual aid and interagency regional emergency responses.

9.4 Prohibition against Disposition/Encumbrance. Subrecipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Term without prior approval of the County. Any real property acquired using Grant Funds must comply with the requirements of 2 C.F.R. § 200.311.

9.5. Equipment Listing. Subrecipient must maintain a list of each piece of Equipment acquired with its Subaward. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Equipment Listing within ten (10) business days and the updated list shall immediately be forwarded to DHSEM. Equipment records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the property, (j) DHSEM asset tag number, and (k) any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the Subrecipient in accordance with 2 C.F.R. § 200.313 (d) (1).

9.6 Identification Decal. All Equipment obtained under this Agreement must have an appropriate identification decal and asset tag (provided by DHSEM) affixed to it and, when practical, must be affixed where it is readily visible.

9.7 Inventory. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by

Federal or County auditors/monitors. The Subrecipient is required to submit a letter certifying as to the accuracy of the Equipment Listing to DHSEM, in the frequency as above.

9.8. Transfer of Equipment. County shall have the right to require that Subrecipient transfer to County any equipment, including title thereto, purchased in whole with Subaward funds, if County determines that Subrecipient has not met the conditions of 2 C.F.R. § 200.439(a). County shall notify Subrecipient in writing should County require the transfer of such equipment. Upon such notification by County, and upon receipt or delivery of such equipment to County, Subrecipient will be deemed to have transferred the equipment to County as if Subrecipient had executed a bill of sale therefor.

ARTICLE X INSURANCE

10.1 Insurance coverage. As required by 2 C.F.R. § 310, Subrecipient must, at a minimum, provide insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.

10.2. Claims. If a claim is submitted for losses related to real or personal property, or both, purchased in whole with funds from this Agreement, any recovered monies shall be surrendered to County.

ARTICLE XI INDEMNIFICATION; LIABILITY

11.1 Indemnification. Subrecipient agrees to indemnify and hold harmless the County and its Commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the Subrecipient's performance or nonperformance of this Agreement, or the acts or omissions of the Subrecipient's officers, agents, employees, contractors, subcontractors, licensees or invitees. Subrecipient expressly understands and agrees that any performance bond or insurance protection required of the Subrecipient, or otherwise provided by the Subrecipient, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

11.2 Liability. The County assumes no liability for actions of the Subrecipient under this Agreement, including, but not limited to, the negligent acts and omissions of the Subrecipient's agents, employees, and subcontractors in their performance of the Subrecipient's duties as described under this Agreement. In addition, the County makes no representations, or warranties, express or implied, as to fitness for use, condition of, or suitability of any equipment purchased pursuant to this Agreement, except as those representations are made by the manufacturer of said equipment. As to the nature and condition of said equipment, in the use of said equipment, the Subrecipient agrees to hold County harmless for any defects or misapplications. To the extent allowed by law, the Subrecipient agrees to hold harmless County against

any and all liability, loss, damage, costs, or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the Agreement by the Subrecipient, with the exception of acts performed in conformance with an explicit, written directive of the County or DHSEM.

ARTICLE XII NOTICE

12.1 The individuals identified in this section shall be authorized to act as the liaisons of the County and the Subrecipient, respectively, with respect to this Agreement:

Notices to the County/DHSEM shall be addressed to:

Ellen O'Connor, Grant Coordinator
Cook County Department of Homeland Security and Emergency Management
69 West Washington Street, Suite 2600
Chicago, Illinois 60602
ellen.oconnor@cookcountyil.gov

Notices to Subrecipient shall be addressed to:

Brad Bettenhausen, Village Treasurer
Village of Tinley Park
16250 S. Oak Park Ave
Tinley Park, IL 60477
bbettenhausen@tinleypark.org

12.2 The Subrecipient must notify the County of any significant change in the Subrecipient's organizational structure. Significant changes include, but are not limited to, changes in:

- i. The official(s) to whom notice regarding the Agreement is provided and their mailing address; and
- ii. The Subrecipient's leadership, key staff and/or the Subrecipient's program sites, including the Chief or executive director, site director, fiscal director; name, ownership, Federal employer identification number (FEIN), DUNS number or taxpayer certification; legal status (including not-for-profit status); site address or agency official address or telephone numbers; and the location or storage site of any Equipment purchased through this Agreement.

Such communication must be directed within ten (10) calendar days of such occurrence (or, in the case of changes in legal status (including not-for-profit status), address, name, ownership, FEIN or taxpayer certification, forty-five (45) days in advance) to the County. No promise or undertaking made in this Agreement is an assurance that the County agrees to continue this Agreement should the Subrecipient reorganize, change owners, or otherwise substantially change the character of the Subrecipient's structure,

function, or purpose.

**ARTICLE XIII
MISCELLANEOUS**

13.1 Assignment Prohibited. Subrecipient acknowledges that this Agreement (including Subrecipient's right to receive payments hereunder) may not be sold, assigned, or transferred in any manner by Subrecipient. Any actual or attempted sale, assignment, or transfer by Subrecipient without the prior written approval of the County shall render this Agreement null, void and of no further effect.

13.2 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

13.3 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

13.4 No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

13.5 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. The County does not waive sovereign immunity by entering into this Agreement.

13.6 Compliance with Law. This Agreement and Subrecipient's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations and Cook

13.7 Compliance with Freedom of Information Act. Upon request, Subrecipient shall make available to the County all documents in its possession that the County deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

13.8 Office of the Independent Inspector General. Subrecipient agrees it will abide by all provisions of the Cook County Code of Ordinances pertaining to the authority of the Office of the Independent Inspector General and acknowledges it is unlawful for any person subject to the jurisdiction of said office to refuse to cooperate with the Independent Inspector General.

13.9 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

13.10 Attachments. This Agreement has the following attachments which are incorporated into this Agreement as if set out:

- Exhibit A: 2017 UASI Grant Agreement
- Exhibit B: Scope of Services and Budget Detail Worksheet
- Exhibit C: NIMS – Sample Resource Typing Form and Guidance
- Exhibit D: Sample of Authorized Equipment List with Hyperlink
- Exhibit E: Program/Project Modification Request Form
- Exhibit F: Subrecipient Signature Authorization Form
- Exhibit G: Reimbursement Request Form
- Exhibit H: Sample of Proof of Payment & Copy of Original Invoice
- Exhibit I: Equipment Inventory Form
- Exhibit J: Disclosure of Pending Applications Form
- Exhibit K: Final Close-Out Financial Report

In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

13.11 Entire Agreement. Subrecipient and County acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Subrecipient or County.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of the parties through their authorized representatives as set forth below.

ON BEHALF OF COOK COUNTY:

William M. Barnes Jr., Executive Director
Department of Homeland Security and Emergency Management

Date: _____

ON BEHALF OF THE VILLAGE OF TINLEY PARK, ILLINOIS:

Brad Bettenhausen, Village Treasurer

Date: _____

EXHIBIT A
2017 UASI GRANT AGREEMENT



INTERGOVERNMENTAL GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND
Cook County, DHSEM

The Illinois Emergency Management Agency (Grantor), with its principal office at 2200 South Dirksen Parkway, Springfield, Illinois 62703, and Cook County, DHSEM (Grantee), with its principal office at 69 West Washington Street, Suite 2600, Chicago, Illinois 60602-3178 hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

- 1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 963219725 is Grantee's correct DUNS number, that 36-6006541 is Grantee's correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a Government Unit.
- 1.2. Amount of Agreement. Grant Funds shall not exceed \$20,361,280.17. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.
- 1.3. Identification Numbers. The Federal Award Identification number is EMW-2017-SS-00051-501. The Catalogue of Federal Domestic Assistance Number (CFDA) is 97.067. The Catalog of State Financial Assistance (CSFA) Number is 588-00-0455.
- 1.4. Term. This Agreement shall be effective on October 1, 2017, and shall expire on August 31, 2020, unless terminated pursuant to this Agreement.
- 1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Emergency Management Agency

By: Jennifer Ricker
Jennifer Ricker, Interim Director

Date: 1/4/18

By: Jennifer Johnson
Jennifer Johnson, Chief Legal Counsel

Date: 1/2/18

By: Brett Cox
Brett Cox, Chief Fiscal Officer

Date: 1/4/18

Cook County, DHSEM

By: William Barnes
William Barnes, Executive Director

Date: 12/21/17

By: _____
Signature of Designee

Printed Name: _____

Printed Title: _____

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is a governmental entity.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (d) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

ARTICLE IV
PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All

interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. *See* 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI
BUDGET**

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

7.1. **Allowability of Costs; Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

- (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
- (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the

debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X
UNLAWFUL DISCRIMINATION**

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007

generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, 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 disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such,

without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

**ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS**

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

**ARTICLE XV
AUDIT REQUIREMENTS**

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted

to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3. Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

15.5. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

ARTICLE XVI TERMINATION; SUSPENSION

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(c) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and

the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

- i. Grantor expressly authorizes them in the notice of suspension or termination; and
- ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.5. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX
REORGANIZATION**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV
INSURANCE**

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV
LAWSUITS**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.16. Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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EXHIBIT A

PROJECT DESCRIPTION

The Grantor has been awarded funds from the Federal Emergency Management Agency (FEMA) under the FFY 2017 Homeland Security Grant Program (HSGP). The purpose of the FFY 2017 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The Grantee will utilize the HSGP grant funds in accordance with this purpose as outlined within the Grantee's approved FFY 2017 Attachment A.

EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the expenditures and projects listed in the approved Budget Detail Worksheet and Project Implementation Worksheet.

The Budget Detail Worksheet in Attachment A outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that specifically listed in the Budget Detail Worksheet. If the Grantee has included personnel expenses in its Budget Detail Worksheet, the Grantee is prohibited from incurring any costs for such personnel expenses until the Grantor provides written approval to the Grantee that DHS FEMA GPD has waived grant limitations on personnel costs.

The Project Implementation Worksheet in Attachment A provides a detailed description of the scope of work to be performed using funds received through this Agreement, including a list of specific outcomes and sequential milestones that will be accomplished by the Grantee. These milestones will allow the Grantor to measure progress of the Grantee in achieving the goals of the project.

EXHIBIT C

PAYMENT

The Grantee's total compensation and reimbursement shall not exceed the sum of \$\$20,361,280.17.

The Grantee must submit reports or vendor invoices with description of costs, including a statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to the Grantor's policies and procedures, in order to receive compensation through this Agreement. Such reports and invoices must be submitted to the Grantor in accordance with the Grantor's policy and in no event later than 30 days following the expiration of 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 Grantor will not reimburse the Grantee for any exercise expenditures unless and until an After Action Report/Improvement Plan is submitted in accordance herein. The Grantee shall maintain appropriate records of actual costs incurred and submit expenditure information to the Grantor.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Ashley Fleck
Title: Program Manager
Address: 2200 South Dirksen Parkway Springfield,
Springfield, Illinois 62703
Phone: 217/557-4758
E-mail Address: Ashley.Fleck@illinois.gov

GRANTEE CONTACT

Name: Monique Caston
Title: Grant Coordinator
Address: 69 West Washington Street, Suite 2600
Chicago, Illinois 60602-3178
Phone: 312/603/8186
E-mail Address: Monique.Caston@cookcountyil.gov
Additional Information: _____

EXHIBIT E

PERFORMANCE MEASURES

The Grantee shall provide a quarterly update of the Project Implementation Worksheet in Attachment A to IEMA within fifteen (15) business days after March 31, June 30, September 30, and December 31 throughout the performance period of the Agreement.

The Grantee must submit a final Budget Detail Worksheet, Discipline Allocation Worksheet, and Project Implementation Worksheet to the Grantor within 30 days after the expiration of the Agreement.

The Grantee also must submit a final After Action Report/Improvement Plan to the Grantor within 45 days after each exercise. All exercises conducted with funds provided through this Agreement must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).

EXHIBIT F
PERFORMANCE STANDARDS

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.

**EXHIBIT G
SPECIFIC CONDITIONS**

NONE.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

NONE.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

1. All allocations and use of funds by the Grantee shall be in accordance with the applicable notice of funding opportunity and the requirements set forth therein. 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.
2. All sub-awards issued by the Grantee to this Agreement in excess of \$25,000.00 must be pre-approved by IEMA.
3. The Grantee is required to maintain adoption and implementation of the National Incident Management System.
4. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.
5. If the Grantee fails to expend or is over-advanced grant funds, the Grantor reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements. The Grantee shall return to the Grantor all grant funds that are not expended or that are 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.
6. The Grantee agrees that funds under this award will be used to supplement, but not supplant, state or local funds budgeted 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.
7. The Grantee shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, 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 FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

8. 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 Grantor or Grantee purchases ownership with federal support. The Grantee shall affix the applicable copyright notice of 17 USC 401 or 402. The Grantee is subject to requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards. The Grantee agrees to consult with DHS FEMA GPD, through IEMA, regarding the allocation of any patent and intellectual property 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."*
9. 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.
10. Title to equipment acquired by the Grantee with federal funds vests with the Grantee. "Equipment" means tangible, nonexpendable 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. The Grantee shall use, manage, and dispose of equipment acquired under this Agreement 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 Attachment A. Any variation to the intended use of the equipment outlined in this agreement by the Grantee must be approved in writing by the Grantor.
11. 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.
12. 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.
13. If funding will be used to purchase emergency communications equipment or to fund related activities, the Grantee shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

EXHIBIT B
SCOPE OF SERVICES AND BUDGET DETAIL WORKSHEET



Cook County Department of Homeland Security and Emergency Management UASI Sub-Recipient - Scope of Services & Budget Detail Worksheet

Grantee Organization: _____

DHSEM Contract #: _____

Program Category: _____

UASI Grant Award Year: 20____

Scope of Services: _____

Budget Detail:

Operating Expenses	Award Amount
Training	\$
Consumable Expenses (Training)	\$
Exercise	\$
Personal Protection Equipment (PPE)	\$
Equipment Less Than \$5,000	\$
Supplies	\$
<i>Other, please specify:</i>	\$
Sub-Total	\$
Capital Equipment (Asset More Than \$5,000)	
Computer Equipment	\$
Infrastructure Upgrades	\$
Security Upgrades	\$
Other Equipment	\$
<i>Other, please specify:</i>	\$
Sub-Total	\$
TOTAL AWARDED	\$

TO BE COMPLETED BY DHSEM

Sub-Recipient DUNS Number: _____

DHSEM Staff Name (Print): _____

DHSEM Staff Signature: _____

EXHIBIT C
NIMS – SAMPLE RESOURCE TYPING FORM

EXHIBIT D
SAMPLE FEMA - AUTHORIZED EQUIPMENT LIST (Use Hyperlink)



**Cook County Department of Homeland Security and Emergency Management
(SAMPLE) FEMA Authorized Equipment List (Partial Listing - Use Hyperlink)**

<https://www.fema.gov/authorized-equipment-list>

AEL #	Title	AEL #	Title
01WF-01-COLD	Outerwear, Cold Weather, Wildland Fire Fighting Protective	04HW-02-BARC	Equipment, Bar Code Reading and Printing
02EX-00-EXTR	Materials, Energetic, Bomb Squad Training	04HW-02-RFID	Devices, Radio Frequency Identification
03OE-01-VSTO	Vests, Operational	04MD-01-VCAM	Camera, Video
03OE-02-FIBR	Systems, Fiber Optic	04MD-02-PROJ	Projector, Video
03OE-03-DAMS	Devices, Containment/Diversion	04MD-03-DISP	Display, Video
03OE-03-LOTO	System, Lock Out/Tag Out	04SN-01-PTMS	Station, Portable Meteorological
03OE-04-BALA	Balaclava, Fire Resistant	04SN-01-XMIT	Transmission Device, Wireless, Remote Sensor
03OE-07-ROBT	Robots	04SW-04-NETW	Software, Network
03OE-07-ROVL	Vehicles, Remotely Operated, Land	04SW-05-SCAD	System, SCADA (Supervisory Control and Data Acquisition)
03OE-07-SUAS	System, Small Unmanned Aircraft	05AU-00-BIOM	Device, Biometric User Authentication
03OE-07-UMVS	System, Unmanned Maritime Vehicle	05AU-00-TOKN	System, Remote Authentication
04AP-01-CADS	System, Dispatch, Computer Aided	05EN-00-ECRP	Software, Encryption
04AP-02-AVLS	Systems, Automatic Vehicle Locating (AVL)	05EN-00-ETRN	Encryption, Data Transmission
04AP-02-DGPS	Device, Global Positioning System (GPS)	05HS-00-FRNS	Software, Forensic
04AP-02-OAPT	System, Operations Area Personnel Tracking	05HS-00-MALW	Software, Malware Protection
04AP-03-GISD	Data, Geospatial	05HS-00-PFWL	System, Personal Firewall
04AP-03-GISS	System, Geospatial Information (GIS)	05NP-00-FWAL	Firewall, Network
04AP-04-RISK	Software, Risk Management	05NP-00-IDPS	System, Intrusion Detection/Prevention
04AP-05-CDSS	Systems and Tools, ICS	05NP-00-SCAN	Tools, Vulnerability Scanning
04AP-05-CRED	System, Credentialing	05NP-00-SEIM	System, Security Event/Incident Management
04AP-05-SVIS	Software, Operational Space Visualization	05PM-00-PTCH	System, Patch/Configuration Management
04AP-06-CBRN	Software, CBRNE/Commercial Chemical/Hazard	06CC-01-CELL	Communications and Computing Device, Handheld
04AP-06-PMOD	Software, Plume Modeling	06CC-02-2WAY	Device, Messaging, 2-Way Text
04AP-06-TRAF	Software, Traffic Modeling	06CC-02-DSAD	Device, Data Service Access
04AP-07-INVN	Software, Equipment Tracking and Inventory	06CC-02-PAGE	Services/Systems, Paging
04AP-08-SIMS	Simulators	06CC-03-SATB	Phone, Satellite Base
04AP-09-ALRT	Systems, Public Notification and Warning	07ED-04-LASR	Detector, Explosive, Laser-Based, Standoff
04AP-10-GNAI	System, Artificial Intelligence	10PE-01-PCHG	Chargers, Phone and Radio
04HW-01-INHW	Hardware, Computer, Integrated	10PE-01-WCHG	Chargers, Power Chair
04HW-01-MOBL	Computer, Mobile Data	11RE-00-RFCB	References, CBRNE
11RE-00-RFDB	Databases, Reference	19AF-01-FEED	Equipment and Supplies, Feeding Support
11RE-00-RFEX	References, Field Expedient	19AF-01-HYGN	Equipment and Supplies, Personal Hygeine

AEL #	Title	AEL #	Title
11RE-00-RFNC	Reference Materials, Non-CBRNE	19AF-01-MOB	Equipment, Mobility Support
12TR-00-H2OT	Trailer, Water/Source	19AF-02-BACC	Bedding and Accessories, Service Animal
12TR-00-MOVR	Mover, Prime, for Equipment/Water Trailers	19AF-02-RELF	Relieving Stations, Service Animal
12TR-00-TEQP	Trailer, Equipment	19FD-01-IRAT	Rations, Initial Deployment
12VE-00-ABUS	Vehicle, Mass Casualty Transport	19FD-01-URAT	Rations, Unit-Feeding
12VE-00-CMDV	Vehicle, Command, Mobile	19FD-01-WATR	Water, Potable, Packaged
12VE-00-MISS	Vehicle, Specialized Mission	19GN-00-BGPK	Bags / Packs
12VE-00-SPEC	Vehicle, Specialized Emergency Management	19GN-00-COMP	Compressors and Systems, Breathing Air
13IT-00-INTL	Systems, Intelligence Sharing	19GN-00-FANE	Fan, Intrinsically Safe, Exhaust
14CI-00-COOP	System, Information Technology Contingency Operations	19GN-00-FANV	Fan, Cooling/Heating/Ventilation
14EX-00-BCAN	Receptacles, Trash, Blast-Resistant	19GN-00-FUEL	Container, Fuel Storage
14EX-00-BSIR	Systems, Building, Blast/Shock/Impact Resistant	19GN-00-H2OD	System, Water Distribution
14SW-01-DOOR	Doors and Gates, Impact Resistant	19GN-00-HSSF	Housing, Subsistence and Sanitation
14SW-01-EXTM	System, Fire Extinguisher Monitoring	19GN-00-OPCK	Overpack
14SW-01-LITE	Lighting, Area, Fixed	19GN-00-RFGR	Refrigerator/Freezer
14SW-01-PACS	System, Physical Access Control	19MH-00-BULK	Equipment, Bulk Material Handling
14SW-01-SIDP	Systems, Personnel Identification	19MH-00-CART	Cart, Field
14SW-01-SIDV	Systems, Vehicle Identification	19MH-00-CHMS	Containers, Hazardous Material Shipping
14SW-01-SNSR	Sensors/Alarms, System and Infrastructure Monitoring, Standalone	19MH-00-CONT	Containers, Storage
14SW-01-VIDA	Systems, Video Assessment, Security	19MH-00-CPAC	Carts, Portable Air Cylinder
14SW-01-WALL	Barriers: Fences; Jersey Walls	19MH-00-CPGC	Carts, Portable Compressed Gas Cylinder
14SW-02-RADR	Systems, Radar	19SS-00-SHEL	Systems, Shelter, Rapid Deployment
14SW-02-SONR	Systems, Sonar	19SS-00-SHEN	System, Environmental Control
14SW-02-VBAR	Barriers, Vessel	19SS-00-SHEP	System, Collective Protective
16AC-01-ACRS	Equipment and Supplies, Small Animal Capture and Restraint	20CS-01-AFIS	Equipment, Fingerprint Processing and Identification
16AD-03-RFID	Radio Frequency Information Devices	20CS-02-EVID	Systems and Equipment, Evidence Collection
16AD-03-TAGS	Tags and markers	20CS-02-SUPP	Equipment and Supplies, Crime Scene Processing
17WC-00-BOAT	Watercraft, CBRNE Prevention and Response	20CS-02-UVLT	Equipment, Alternate Light Source Detection
18AC-00-ACFT	Aircraft, CBRNE	20TE-00-NTRY	Equipment, Tactical Entry
18AC-00-ACMC	Equipment/Kits, Aircraft Mass Casualty Conversion	21GN-00-CCEQ	Equipment, Citizen Corps
18AC-00-ACUP	Equipment and Upgrades, Aircraft, CBRNE	21GN-00-CNST	Consulting Services in Support of Equipment Acquisition
19AF-01-CHLD	Equipment and Supplies, Infants and Children	21GN-00-INST	Installation
19AF-01-COMM	Equipment, Communications and Sensory Support	21GN-00-LEAS	Leasing of Space for Equipment Storage
21GN-00-SHIP	Shipping	21GN-00-MAIH	Maintenance, HDER
21GN-00-TRNG	Training	21GN-00-MAIN	Maintenance
21GN-00-XMLP	Programming for XML Compliance	21GN-00-OCEQ	Equipment & Supplies, Information/Emergency Operations/Fusion Centers

EXHIBIT E
PROGRAM/PROJECT MODIFICATION REQUEST FORM



Cook County Department of Homeland Security and Emergency Management Sub-Recipient Program/Project Modification Request Form

Sub-Recipient Organization: _____
Program Category: _____
Request Date: _____
Budget Expense Category: _____

DHSEM Contract #: _____
UASI Grant Award Year: 20____
Type of Modification: _____
Scope of Services: _____

Instructions - Please respond to the questions below. Incomplete forms will not be considered. **Note:** The term of the agreement can only be modified by DHSEM and approved by the State of Illinois (IEMA).

1. Is the modification requested within the original approved category? Please explain.

2. Will the modification request allow for the project to be completed within the original performance period of the project?

3. Have the original project objectives for the project been accomplished?

4. Please list all Authorized Equipment List (AEL) numbers, a brief description of the equipment, per unit cost estimate, and number of units (if applicable). For training costs, list the FEMA approved training course numbers that apply to this modification (if applicable).

5. Provide a justification for the project modification. What is the modification your organization would like to make and why is the project modification being requested? Please include details.

Please indicate the proposed associated budget impacts below (if applicable).

Sub-Recipient Authorized Signatory

Name (print): _____

Signature: _____

Job Title: _____

Date: _____



Cook County Department of Homeland Security and Emergency Management Sub-Recipient Program/Project Modification Request Form

THIS SECTION TO BE COMPLETED BY DHSEM

Grant Coordinator

Director of Finance

Name: _____

Name: _____

Signature: _____

Signature: _____

Approved Denied

Approved Denied

COMMENTS:

EXHIBIT F
SUBRECIPIENT SIGNATURE AUTHORIZATION FORM



Cook County Department of Homeland Security and Emergency Management Sub-Recipient Signature Authorization Form

Name of Entity: _____

THIS SECTION TO BE COMPLETED BY DHSEM

Contract # _____ FY: _____ Fund: _____ Project: _____

Urban Areas Security Initiative Program (UASI) _____

Grant Program and Year _____ Grant Start Date _____ Grant End Date _____ CFDA# _____

THIS SECTION TO BE COMPLETED BY SUB-RECIPIENT

Sub-Recipient Contact Name (Point of Contact) _____

Agency FEIN# _____

Address _____

DUNS # _____

City, State, Zip Code _____

Sub-Recipient Contact Phone# _____

Sub-Recipient Contact Email _____

Sub-Recipient Contact Fax # _____

THIS DOCUMENT IS PART OF THE AGREEMENT BETWEEN DHSEM AND THE SUB-RECIPIENT IDENTIFIED ABOVE.

The person whose signature is furnished below is hereby authorized to sign reimbursement request forms and other related documents for the UASI Grant program indicated above and funded by DHSEM via a grant award. Upon acceptance of this grant award, the following information is needed to complete your grant sub-agreement and should be emailed to DHSEM as soon as possible to DHSEM.Finance@cookcountyil.gov.

Signatory Name (Print): _____

Signatory Titles (Print): _____

Signatory Signature: _____

Describe any limitations on the above person's authority here:

DATE OF THIS APPROVAL: _____

This form is to be completed as part of executing a Sub-Recipient agreement identified by the above fund and contract number. Completing this form is one of the conditions necessary to receive funds from Cook County DHSEM. A copy of this form must be on file for all persons with authorization and approved by an individual of higher authority than the person being granted authority.

EXHIBIT G
REIMBURSEMENT REQUEST FORM



EXHIBIT G

**Cook County Department of Homeland Security and Emergency Management
UASI Sub-Recipient Reimbursement Request Form**

Sub-Recipient Organization: _____

DHSEM Contract #: _____

Project Name: _____

UASI Grant Award Year: 20____

Submittal Date: _____

Submittal # _____

Instructions - Please use the space below to provide the amount and a description of the expense you are seeking reimbursement for in the appropriate approved expenditure category shown below. This form must be submitted with the supporting invoices(s) documenting the expense(s) incurred and proof that the expense(s) has been paid by you before the expense is considered for review and approval for reimbursement.

Expenditure Category	Total Award Amount	AEL#	Reimbursement Amount Requested	Balance of Award Available	Notes
Operating Expense					
Training	\$		\$	\$	
Consumable Expenses	\$		\$	\$	
Personal Protection Equipment (PPE)	\$		\$	\$	
Exercise	\$		\$	\$	
Equipment Less Than \$5,000 per 1 Item	\$		\$	\$	
Supplies	\$		\$	\$	
Other (please specify)	\$		\$	\$	
Sub-Total	\$		\$	\$	
Capital Expense (Asset Greater Than \$5,000 per 1 Item)					
Computer Equipment	\$		\$	\$	
Infrastructure Upgrades	\$		\$	\$	
Security Upgrades					
Other (please specify)	\$		\$	\$	
Sub-Total	\$		\$	\$	
TOTAL	\$		\$	\$	

Sub-Recipient Authorized Signatory:

Name (print): _____

Signature: _____

Job Title: _____

Date: _____

DHSEM Reviewer:

Name (print): _____

Signature: _____

Job Title: _____

Date: _____

EXHIBIT H
SAMPLE OF PROOF OF PAYMENT & ORIGINAL INVOICE

Exhibit H – Proof of Payment

[Sample Check]

Organization Name 1234 Sample Ave. Anywhere, USA	Must be prior to end of Grant Date	1011
Date _____		
Name of Vendor		Same as Invoice
Pay to the Order of _____ \$		
Same as Invoice		Dollars
Memo _____ Invoice # and PO # if applicable	Authorized Signature(s)	
!065201666 !: ↑ Routing/ABA Number	87654321 !! ▪ ↑ Account Number	1011 ↑ Check Serial Number



1. If equipment or services are purchased with a check, include the invoice (proof of expense) and obtain a front and back copy of the canceled check image that corresponds with the check number used for payment.
2. Check must be written out to Vendor.
3. Amount requested should match amount paid to vendor.
4. Invoice number should be on the check and/or Purchase Order number.
5. If equipment or services are purchased with a credit card, then print a copy of the bank or credit card statement that shows your proof of payment, include the credit card receipt.
6. Retain proof of all correspondence with the grantor (DHSEM) concerning your payment(s).

Name of Vendor
Remit To: Address of Vendor

INVOICE

Vendor Information Below:

Street Address
 City, ST ZIP Code
 Phone Enter phone | Fax Enter fax
 Email | Website

INVOICE # 1959
DATE July 31, 2019

TO: Sub-Recipient Name
 Organization Name
 Street Address
 City, ST ZIP Code
 Phone Enter phone | Email

FOR Project or service description
P.O. # If Needed

Description	Number of Items	Cost per Item	Total per Item
Description and serial number for each item.	3	\$100	\$300
Enter description 2			Enter amount
Enter description 3			Enter amount
Enter description 4			Enter amount

This is a sample Invoice from your Vendor.

Please have the following information on each invoice:

- Name of Vendor, Address and Remit to Address
- Organization's Name and Address where items were delivered
- Invoice Number, Invoice Date
- Name of Project (if possible) and PO number used (if applicable)
- Description of Item(s) purchased include serial numbers on invoice (if possible)
- Number of Items purchased and cost of each individual item with total of all (see above example)
- Grand Total for the Invoice should match the amount reimbursed

Please Note: There should be **NO** Sales Taxes Paid

Total	Enter total amount
--------------	---------------------------

Make all checks payable to **Name of Vendor**

Remit To: Address of Vendor

Payment is due within 30 days.

If you have any questions concerning this invoice, contact Name | Phone | Email

THANK YOU FOR YOUR BUSINESS!

**EXHIBIT I
EQUIPMENT INVENTORY FORM**



Cook County Department of Homeland Security and Emergency Management UASI Sub-Recipient Equipment Inventory Form

Grantee Organization: _____

DHSEM Contract #: _____

Program Category: _____

UASI Grant Award Year: 20____

Instructions - Please complete and submit this form for any capital equipment purchases approved in the grant agreement. Capital equipment is defined as those items whose fair market value is \$5,000 or greater and whose useful life is more than one year. This form must be submitted with the Reimbursement Request Form when reimbursement is being sought.

Purchase Amount: \$ _____

Purchase Date: _____

Manufacturer: _____

Model #: _____

Serial #: _____

AEL #: _____

Estimated Useful Life: _____

DHSEM Tag # (if applicable): _____

Item Description:

Sub-Recipient Authorized Signatory

Name (print): _____

Signature: _____

Job Title: _____

Date: _____

TO BE COMPLETED BY DHSEM

DHSEM Master Asset List

DHSEM Data Entered By: _____

Date Entered: _____

DHSEM Physical Inspections

DHSEM Inspector

Inspection Date

EXHIBIT J
DISCLOSURE OF PENDING APPLICATIONS FORM



Cook County Department of Homeland Security and Emergency Management UASI Subrecipient Disclosure of Pending Application Form

Grantee Organization: _____

DHSEM Contract #: _____

Program Category: _____

UASI Grant Award Year: 20____

The Cook County Department of Homeland Security and Emergency Management (DHSEM), as administrator of Federal grants, is responsible for ensuring compliance with federal, state, and local laws and regulations in the performance of grant work with regard to DHSEM Grantees.

Grantees are to disclose whether they have pending or awarded applications for federally funded assistance that include requests for funding to support the same project being proposed under this grant and will cover the identical cost items outlined in their application to DHSEM. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to state agencies that will be sub-awarding federal funds). This information is needed to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

If _____ does not have any current or pending applications that was submitted within the last 12 months for federally funded assistance (through federal, state, or local agencies that will be sub-awarding Federal funds) that include requests for funding to support the same project (as mentioned in your Edward Byrne Justice Assistance Grant [JAG] Program grant application), and will cover the identical cost items outlined in the application then, please certify the following statement is true, check the box and fill in your organization's name.

" _____ does not have pending applications submitted within the last 12 months for federally funded assistance, which includes requests for funding to support the same project being proposed under the UASI Grant Program, and will cover the identical cost items outlined in the application." TRUE

If _____ does have a current or pending application as described above, please check the most appropriate box below and provide the following information in a separate document using the example outlined below with all pending or awarded applications submitted within the last 12 months. YES NO

Grantees that have pending or awarded applications must show:

1. The Federal or State funding agency.
2. The solicitation name/project name.
3. The point of contact information at the applicable funding agency.

EXAMPLE

Federal or State Funding Agency	Project Name	Point of Contact at Funding Agency	Application Date

Sub-Recipient Authorized Signatory

Name (Print): _____ Signature: _____

Job Title: _____ Date: _____

EXHIBIT K
FINAL CLOSE-OUT FINANCIAL REPORT

**2017 Homeland Security Grant Program - Urban Area Security Initiative
Attachment A: Budget Detail Worksheet**

TOTAL PROJECT REQUEST

New (1st submission)
 Updated/corrected
 FINAL

Subrecipient Name								Date			
Line	Subrecipient Contract Number	Category	Description of Product/Services	FTE (# if subject to Personnel Cap)	Subject to Personnel Cap (\$ Amount)	EHP (YorN)		Line Item Cost Attributable to Organization (UASI)	Proposed Change to UASI Budget (+/-)	New Budget After Proposed Change (UASI)	LETPA (UASI) (\$ Amount)
1		Equipment		0	\$ -	N		\$ -	\$ -	\$ -	\$ -
2					\$ -			\$ -	\$ -	\$ -	\$ -
3					\$ -			\$ -	\$ -	\$ -	\$ -
4					\$ -			\$ -	\$ -	\$ -	\$ -
5					\$ -			\$ -	\$ -	\$ -	\$ -
6					\$ -			\$ -	\$ -	\$ -	\$ -
7					\$ -			\$ -	\$ -	\$ -	\$ -
8					\$ -			\$ -	\$ -	\$ -	\$ -
9					\$ -			\$ -	\$ -	\$ -	\$ -
10					\$ -			\$ -	\$ -	\$ -	\$ -
Project Subtotal								\$ -	\$ -	\$ -	\$ -

Category Legend	Notice of Funding Opportunity (NOFO) Information
Planning	https://www.grants.gov/web/grants/search-grants.html Click on FY 2017 HSGP NOFO 6 1 17 900 FINAL.pdf
Organization	
Equipment (Provide AEL #)	Law Enforcement Terrorism Prevention Activity (LETPA) Definition
Training	See Page 62 of the NOFO
Exercises	
M&A	Personnel Cap Definition
	http://www.fema.gov/pdf/government/grant/bulletins/info358.pdf

NOTE: Once the New Budget Total has been approved, you will use that total as your total cost column numbers.

**EXHIBIT K - SAMPLE PAGE OF FINAL CLOSEOUT REPORT
FULL REPORT WILL BE EMAILED TO SUBRECIPIENT**



Interoffice

Memo

Date: November 27, 2019
To: Village Board
From: Pat Carr, Asst. Village Manager
Subject: Cook County Multi-Jurisdictional Hazard Mitigation Plan

Beginning in November of 2011, the Tinley Park Emergency Management Agency under the direction of Cook County Emergency Management and Regional Security began the planning and development process for a multi-jurisdictional hazard mitigation program (HMP). In November of 2014, the first plan was adopted by the village and Cook County.

This plan is an update to the original plan in 2014 and designed to prepare for and lessen the impacts of specified natural hazards; responding to federal mandates in the Disaster Mitigation Act of 2000 (Public Law 106-390), the coalition was formed to pool resources and create a uniform hazard mitigation study that can be consistently applied to the defined planning area and used to ensure eligibility for specified grant funding sources.

The attached resolution is the five (5) year update to this plan which was approved by the Illinois Emergency Management Agency and the Federal Emergency Management Agency, Region V.

Staff is requesting the approval of the updated resolution.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2019-R-118**

**A RESOLUTION APPROVING THE UPDATE OF THE COOK COUNTY
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees**

VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION NO. 2019-R-118

**A RESOLUTION APPROVING THE UPDATE OF THE COOK COUNTY
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, the Village recognizes the importance of reducing or eliminating vulnerability to disasters caused by natural hazards for the overall good and welfare of the community, and

WHEREAS, on October 10, 2000, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Act”) which provides the legal framework for the Federal Emergency Management Agency (FEMA) mitigation, planning requirements for state, local, and tribal governments as a condition of mitigation grant assistance emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, as a condition of future funding for mitigation projects, the Act requires jurisdictions to prepare and adopt a hazard mitigation plan to identify and address certain vulnerabilities that exist prior to and during a disaster; and

WHEREAS, FEMA supports post-disaster grant funding through the Hazard Mitigation Plan Grant program, which has as a condition of funding eligibility, a requirement for jurisdictions to prepare and adopt a hazard mitigation plan; and

WHEREAS, to maintain continued eligibility for FEMA mitigation grant assistance programs the Act requires a hazard mitigation plan be updated every five years; and

WHEREAS, in accordance with the Act’s requirements, 121 Cook County jurisdictions engaged in the FEMA-prescribed mitigation planning process to prepare the 2019 Plan and its associated local hazard mitigation plan annexes; and

WHEREAS, the 2019 Plan has been approved by the Illinois Emergency Management Agency and Federal Emergency Management Agency, Region V; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS STATE AS FOLLOWS:

SECTION 1: The Village of Tinley Park hereby accepts, approves and adopts in its entirety, Volume 1, the Countywide Mitigation Actions in Volume 2; and the Village Jurisdictional Annex of Volume 2 of the 2019 Cook County Multi-Jurisdictional Hazard Mitigation Plan.

SECTION 2. The Village will continue to participate in the updating and revision of the 2019 Plan with another plan review and revision to occur within a five year cycle, and designated staff will provide annual progress reports on the status of implementation of the 2019 Plan to the president of the City council.

SECTION 4: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 5: The President and Board of Trustees of the Village of Tinley Park hereby approve the Plan with Cook County, and the Village President and/or Village Manager are hereby authorized to execute and memorialize the Plan on behalf of the Village of Tinley Park, subject to review and revision as to form by the Village Attorney.

SECTION 6: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 7: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 3RD day of December, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 3rd day of December, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-118, “**A RESOLUTION APPROVING THE UPDATE OF THE COOK COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 3, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3rd day of December, 2019.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: November 26th, 2019

To: Village Board of Trustees

From: Dominic Sanfilippo, Executive Assistant to the Mayor

Subject: PACE Contract Discussion

The Village of Tinley Park has contracted with PACE's Paratransit Service for a number of years to provide one (1) ADA-accessible bus for its Dial-a-Ride Service for senior & handicapped Tinley Park residents, and annually pays PACE around ~\$55,000 to do so. Additionally, on October 12th, 2018, the Village purchased its own bus for \$68,563.00 (with \$3,149.29 of Village branding graphics, for a total cost of \$71,712.29) to complement the leased PACE bus for a total fleet of two (2); one rented, one owned by the Village. Both buses are lift accessible, and residents can book rides by calling our Senior Bus part-time dispatchers, whose office is currently located in the Public Safety building.

TP dispatchers run the buses on similar schedules, although the PACE bus has additional reporting caveats for Staff, vehicles, and equipment.

The current contract for the PACE bus expires on December 31st, 2019. Estimates in the proposed 2020 contract that PACE sent the Village are as follows:

- Revenue: \$7,629
- Total Expenses: \$79,660
 - Operations: \$72,023
 - Maintenance: \$3,066
 - Administration: \$4,571
- Operating Deficit: **\$72,031**
- PACE Subsidy: \$17,448
- Local Share: \$54,583
- Ridership: 5,816 individual rides
- Vehicle hours: 1,324₁

To be able to drive both the PACE bus & the Village bus, a CDL driver's license is required with a "P" passenger endorsement. PACE also requires drivers who operate its buses to go through their own certification and training process. The Village currently employs three part-time drivers and two part-time dispatchers; they are stretched thin across shifts, and additional staff is urgently needed at both positions. The hiring process is currently open & Human Resources is receiving applications for both positions as of the week of November 24th, but additional hires are uncertain as of this point; a departure of a current employee from either position could leave the service not fully staffed & able to operate at its full capacity.

¹ PACE 2020 Paratransit Service Provider Proposed Agreement, VoTP.

With staffing numbers uncertain over the next yearly period, the Mayor's Office asked PACE whether a shorter-term monthly contract would be possible; however, PACE affirmed that signing the yearly January 1—December 31st contract is the only option.

In light of this, the Mayor's Office suggests the Board review, discuss, & give opinion whether signing the yearly contract is in the best interests of the Village if the capacity to staff it throughout the entire calendar year remains uncertain. If the Village were to operate only its Village bus after December 31st, 2019, it would likely be able to continue to service about ~75% of its current rides. The 4 townships that cover the Village-- Orland Township, Bremen Township, Rich Township, and Frankfort Township—all have their own dial-a-ride transportation services, which could provide alternative outlets for riders in the interim period; PACE also runs regular full-length bus routes through the Village. If the Board potentially explores allocating space in the budget for purchasing a second Dial-a-Ride vehicle for the Village fleet, it could have more capacity to operate these & other potential Village transportation services on its own in the future.



**DISCUSS
ETHICS CODE
REVISIONS**



Interoffice Memo

Date: November 27, 2019

To: Committee of the Whole

From: David Niemeyer, Village Manager

cc: Pat Carr, Assistant Village Manager
Patrick Connelly, Village Attorney

Subject: Responsible Bidder Ordinance

The responsible bidder ordinance was recommended by the Public Works Committee, with the understanding staff would be recommending additional changes. The amendments include an expansion to the "landscaping" definition, a removal of the pre-qualification requirements, and adding requirements for continual reporting by contractors and subcontractors to ensure there are no liens, fines, violations etc. against those parties.

Additional changes are still being worked on including adding to the Ordinance to include certain federal and state tax requirements and reference IL Human Rights Policy, Sexual Harassment Policy, and Equal Opportunity. These inclusions will ensure that the Village complies with IRS reporting and state grant funds.

We will have a final ordinance for approval at the Dec. 3, 2019 Village Board meeting.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2019-O-078**

**AN ORDINANCE AMENDING TITLE V OF THE TINLEY PARK MUNICIPAL CODE
AND ESTABLISHING CHAPTER 54 ENTITLED “RESPONSIBLE BIDDER
REQUIREMENTS ON PUBLIC WORK PROJECTS”**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2019-O-078

AN ORDINANCE AMENDING TITLE V OF THE TINLEY PARK MUNICIPAL CODE AND ESTABLISHING CHAPTER 54 ENTITLED “RESPONSIBLE BIDDER REQUIREMENTS ON PUBLIC WORK PROJECTS”

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the Illinois Procurement Code (30 ILCS 500/1-1 *et seq*) and section 65 ILCS 5/8-9-1 of the Illinois Municipal Code (“Responsible Bidding Requirements”), the Village of Tinley Park is required to follow certain mandates pertaining to the advertising of bids prior to the Corporate Authorities of the Village of Tinley Park’s approval of public work contracts; and

WHEREAS, the Village of Tinley Park (“Village”) has previously adopted and incorporated by reference in its Village of Tinley Park Municipal Code a Purchasing Policy, pursuant to Ordinance No: 2017-O-012 prescribing certain Responsible Bidding Requirements pertain to public works contracts; and

WHEREAS, the Village now desires to codify certain Responsible Bidding Requirements into its Village of Tinley Park Municipal Code in an effort to promote further transparency in regards to competitive bidding for public works contracts and to more adequately notify prospective bidders of the Village’s competitive bidding requirements (“Amendments”); and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Amendments; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as finding of fact as if said recitals were fully set forth herein.

SECTION 2: That Title V Chapter 51 entitled “RESPONSIBLE BIDDING REQUIREMENTS ON PUBLIC WORKS CONTRACTS,” is hereby be created by adding the following underlined language:

CHAPTER 54: RESPONSIBLE BIDDER REQUIREMENTS ON PUBLIC WORKS CONTRACTS

§54.01 Public Works

§54.02 Bid Submission Requirements

§54.03 Incomplete Submissions by Bidders and Subcontractors

§54.04 Lower Bidder Not Chosen

§54.05 Multiple Low Bids

§54.06 Public Records

§54.07 Materiality

§54.01 PUBLIC WORKS

For purposes of this chapter, the term “public works” shall mean the following: any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, remodeling, remediating, renovating, custom fabricating, maintenance, landscaping, improving, moving, wrecking, painting, decorating, demolishing, and adding to or subtracting from any public building, structure, airport facility, highway, roadway, street, alley, bridge, sewer, drain, ditch, sewage disposal plant, water work, parking facility, railroad, excavation, or other project, development, real property, or improvement, or to do any part thereof, whether or not the performance of the work herein described involves the addition to, or fabrication into, any structure, project or development, real property, publicly owned property, or improvement herein described of any material or article of merchandise, which is paid for out of a public fund or out of a special assessment. The term also includes any public works leased by a political subdivision under a lease containing an option to purchase.

For purposes of this Chapter, the term “public works” shall not include landscaping that is not performed in conjunction with or as part of work otherwise covered under the Prevailing Wage Act (“Act”), 820 ILCS 130/1 *et seq.* When no other covered work such as "hardscape" is involved, such landscaping work is not covered work under the Act and shall not be subject to the requirements contained herein.

§54.02 Bid Submission Requirements

In determining whether a bidder is a “responsible bidder” for the award of a public works contract, the bidder must submit the following information and supporting documentation verified under oath on a form designated by the Village of Tinley Park, in order for the bid to be accepted:

- A. A copy of the Illinois Secretary of State's Department of Business Services online records evidencing that the bidder has a current corporate annual report on file. If the bidder is an individual, sole proprietor, or partnership, this subsection shall not apply;
- B. Documents evidencing current registration with the Illinois Department of Revenue if bidder has employees (e.g. document with account number, Illinois Business Tax number).
- C. Documents evidencing current registration with the Illinois Department of Employment Security if bidder has employees (e.g. document with UI account number).
- D. Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor or any officers of the contractor in the last five (5) years.
- E. A statement that all employees are (i) covered under a current workers' compensation insurance policy and (ii) properly classified under such policy. If the bidder is insured with a carrier, the evidence of workers' compensation insurance shall be a copy of the "Information Page" of the bidder's workers' compensation policy and any continuation of that Information Page which include the name and address of the insured, as well as the class codes the compensation premium is based on and the total estimated remuneration per class code.
- F. A statement of compliance with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and all rules and regulations therein, for the past five (5) years. Such statement shall also provide that the contractor has reviewed the Prevailing Wage Act or federal Davis-Bacon and Related Acts, has reviewed and agrees to pay the applicable prevailing wage rates attached to the bid specifications, and will strictly comply with the Prevailing Wage Act or federal Davis-Bacon and Related Acts and related requirements. A contractor who has been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act twice within a three (3) year period shall be deemed not to be a Responsible Bidder for two (2) years from the date of the latest finding.
- G. A copy of the written program for the prevention of substance abuse to be filed with a public body pursuant to the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.).
- H. A statement that individuals who will perform work on the public works project on behalf of the contractor are properly classified as either (i) an employee or (ii) an independent contractor under all applicable state and federal laws and local ordinances.
- I. Documents evidencing any professional or trade license required by law or local ordinance for any trade or specialty area in which the contractor is seeking a contract award. Additionally, the contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company.
- J. Evidence of participation in apprenticeship and training programs applicable to the work to be performed on the project which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. The required

evidence includes but is not limited to a copy of all applicable apprenticeship standards or Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project.

K. Bidder shall certify that all employees expected to perform work on the project have completed a 10-hour or greater OSHA safety program. Only workers that have satisfactorily completed a 10-hour or greater OSHA safety program will be allowed to participate on the project. The bidder must have copies of employee OSHA cards on file, and Village of Tinley Park may request the bidder provide copies of employees OSHA cards; failure to produce an employee's OSHA card may result in a determination that the bidder is not a responsible bidder.

L. Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project. Further, each such subcontractor shall be required to adhere to the requirements set forth herein as though it were bidding directly to Village of Tinley Park. Each contractor shall submit all subcontractor information and supporting documentation to Village of Tinley Park prior to the subcontractor commencing work on the project.

M. Statements as to past performance, which shall give an accurate and complete record of all public works projects completed in the past three (3) years by the contractor. Such statements shall include the name of the public body and the project, original contract price, final contract price, and the names of all subcontractors used, if applicable, and a statement as to compliance with completion deadlines.

N. Any determinations by a court or governmental agency for violations of federal, state, or local laws, including but not limited to serious, willful or repeated violations of the Occupational Safety and Health Act (OSHA), violations of contracting or antitrust laws, tax or licensing laws, environmental laws, or the Federal Davis-Bacon and Related Acts.

The bidder and subcontractor(s) have a continuing obligation to report any material changes to their status as it pertains to any of the items contained in this Section, at any time. Such changes must be reported in writing to Village of Tinley Park within fourteen (14) days of its occurrence. Failure to comply with this requirement is grounds for the contractor to be deemed a non-responsible bidder.

§54.03 Incomplete Submissions by Bidders and Subcontractors

It is the sole responsibility of the contractor to comply with all submission requirements at the time it submits its bid to Village of Tinley Park. Contractor submissions deemed inadequate or incomplete may result in a determination that the contractor is not a responsible bidder.

The submission requirements also apply to all subcontractors, except that the contractor shall submit all subcontractor submissions to Village of Tinley Park prior to the subcontractor commencing work on the project. Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, Village of Tinley

Park may withhold all payments otherwise due for work performed by a subcontractor, until the subcontractor submits the required information and Village of Tinley Park approves such information. Further, where Village of Tinley Park deems necessary, Village of Tinley Park may also require that the successful bidder remove the subcontractor from the project and replace it with a responsive and responsible subcontractor.

§54.04 Lower Bidder Not Chosen

When the award is not recommended to be given to the lowest bidder, a statement of the reason for such recommendation shall be prepared by Village of Tinley Park.

§54.05 Multiple Low Bids

When two or more responsible bidders submit the same low bid, the contract award shall be determined by drawing lots at a public meeting of Village of Tinley Park Board of Trustees unless one bidder is a local contractor and one is a non-local contractor, in which event the local contractor shall be awarded the contract.

§54.06 Public Records

All information submitted by a contractor or subcontractor pursuant to this Ordinance are public records subject to review pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

§54.07 Materiality

The requirements of this Ordinance are a material part of the bid documents and the contract and the successful bidder shall insert this Ordinance in all subcontracts.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS ____ day of _____, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2019-O-078, “AN ORDINANCE AMENDING TITLE V OF THE TINLEY PARK MUNICIPAL CODE AND ESTABLISHING CHAPTER 54 ENTITLED “RESPONSIBLE BIDDER REQUIREMENTS ON PUBLIC WORK PROJECTS”,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on _____, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this ____ day of _____, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

**PUBLIC
COMMENT**

ADJOURNMENT