
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: Berg, Brennan, Galante, Glotz, Mueller

NAYS:

ABSENT: Brady

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 TECNOLOGY 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%20>

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@cookcountyil.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-S01. 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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	\$
Other, please specify:	\$
Sub-Total	\$
Capital Equipment (Asset More Than \$5,000)	
Computer Equipment	\$
Infrastructure Upgrades	\$
Security Upgrades	\$
Other Equipment	\$
Other, please specify:	\$
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

Grant-Funded Typed Resource Report

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. Only report purchases and trainings that have already been completed and funds have been expended and drawn down.
2. Choose from the drop-down menu whether the line is for equipment or training. The NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local Typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability.
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the "+" above the "Cost of Purchase" column to show more "Core Capability Supported" columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities, adds or improves an existing capability, or builds a new capability from scratch.

[illegible]

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>

EXHIBIT D

AEI #	Title	AEI	Description
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/Diversions	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 Hygiene

AEL #	Title		
11RE-00-RFNC	Reference Materials, Non-CBRNE	19AF-01-MOB	Equipment, Mobility Support
12TR-00-HZOT	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-00-8GPK	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-OCCEQ	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: _____



EXHIBIT E

**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:

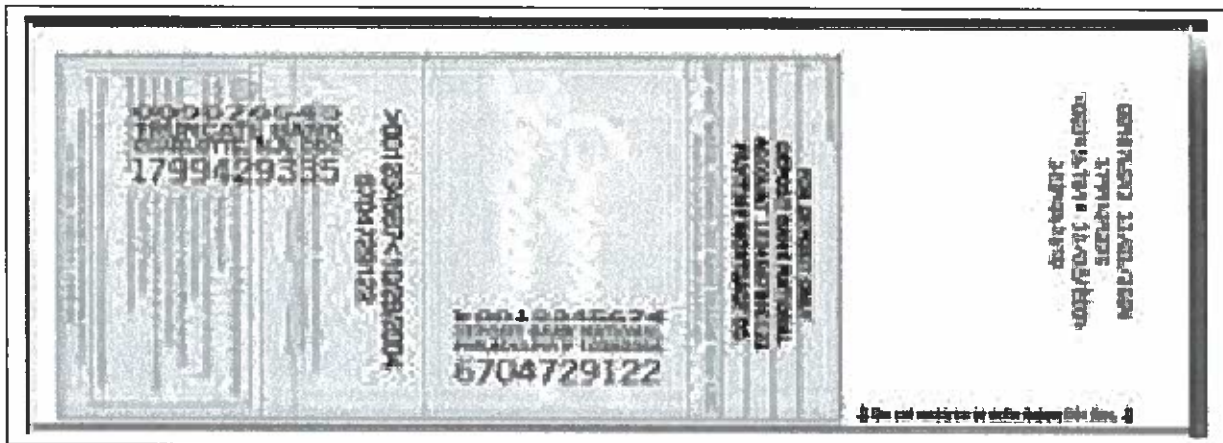
Name (print): _____
Signature: _____
Job Title: _____
Date: _____

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	
Same as Invoice		Dollars	
Invoice # and PO # if applicable		Authorized Signature(s)	
Memo _____			
1:065201666 1:	87654321 11 -	1011	
↑	↑	↑	
Routing / ABA Number	Account Number	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).

Exhibit H – Sample Vendor Invoice

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



EXHIBIT I

**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		___X___ 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		Personnel Cap Definition
M&A		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

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

Name of Entity:

Village of Tinley Park, IL**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

Pat Carr

36-6006127

Sub-Recipient Contact Name (Point of Contact)

Agency FEIN#

16250 S. Oak Park Ave.

079739843

Address

DUNS #

Tinley Park, IL 60477

708-444-5050

City, State, Zip Code

Sub-Recipient Contact Phone#

pcarr@tinleypark.org

708-444-5699

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): Brad BettenhausenSignatory Titles (Print): Village TreasurerSignatory Signature: 

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

DATE OF THIS APPROVAL: 5 Nov 2019

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.