

12/26/2007

2-R-08

A RESOLUTION

**Authorizing the City Manager to
Sign the Subgrant Agreement Between
the City of Evanston and the County of Cook**

WHEREAS, the City of Evanston is committed to improving the ability of personnel in the fields of law enforcement, fire fighting, hazardous materials, public health, and public works to respond to emergencies which threaten the health and safety of human life and property, including potentially catastrophic events; and

WHEREAS, the County of Cook has entered into an agreement with the Illinois Emergency Management Agency, the agency designated by the State of Illinois to receive and administer funds from the United States Department of Homeland Security/Office of Domestic Preparedness; and

WHEREAS, the County of Cook wishes to use a portion of the funds to acquire a command van and/or command and decontamination vehicle and certain supplies for use by First Responders within Cook County; and

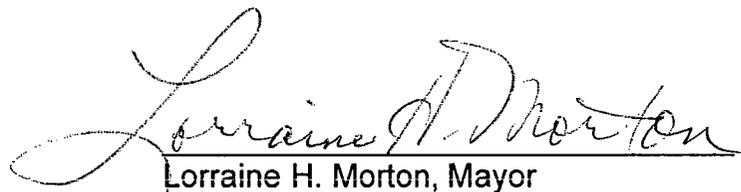
WHEREAS, the City of Evanston agrees to accept title to the equipment and supplies and to make available to other authorized entities in accordance with guidance published by the United States Department of Homeland Security and the Illinois Emergency Management Agency;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

SECTION 1: That the City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston, the Subgrant Agreement Between the City of Evanston and the County of Cook attached hereto as Exhibit A.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the said Agreement as determined to be in the best interests of the citizens of Evanston.

SECTION 3: That this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.


Lorraine H. Morton, Mayor

ATTEST:


Mary P. Morris, City Clerk

Adopted: January 14, 2008

EXHIBIT A

**Subgrant Agreement Between the City of Evanston and
the County of Cook**

SUBGRANT AGREEMENT
BETWEEN
THE COUNTY OF COOK
AND
CITY OF EVANSTON

This **SUBGRANT AGREEMENT** ("Agreement") is entered into between the County of Cook ("County") through its Judicial Advisory Council ("JAC"), as authorized by the Cook County Board of Commissioners, a body politic and corporate of Illinois, and the City of Evanston, IL, a home rule municipal corporation organized and existing under the laws of the State of Illinois ("Municipality").

RECITALS

WHEREAS, the County has entered into an agreement with the Illinois Emergency Management Agency ("IEMA"), the agency designated by the State of Illinois ("State") to receive and administer funding provided to the State by the United States Department of Homeland Security/Office of Domestic Preparedness ("DHS") pursuant to the Federal Fiscal Year 2005 Urban Area Security Initiative; and

WHEREAS, the County's agreement with the State ("State/County Agreement") is attached hereto as Exhibit A; and

WHEREAS, the County is committed to utilizing the funding provided to it under the State/County Agreement ("Funds") to improve the ability of personnel in the fields of law enforcement, fire fighting, hazardous materials, public health, and public works ("First Responders") to respond to Emergencies which threaten the health and safety of human life and property, including potentially catastrophic events ("Emergencies"); and

WHEREAS, the County wishes to use a portion of the Funds to acquire a command van and /or command and decontamination vehicle and certain related supplies (the "Equipment and Supplies") for use by First Responders within Cook County as the need arises, as described more fully on Exhibit B to this Agreement; and

WHEREAS, Municipality is willing to accept title to the Equipment and Supplies, together with responsibility for the storage and maintenance thereof, and to make the Equipment and Supplies available to other authorized entities in accordance with guidance published by the United States Department of Homeland Security and the Illinois Emergency Management Agency/Illinois Terrorism Task Force (IEMA/ITTF);

NOW, THEREFORE, in consideration of the premises and mutual undertakings herein set forth, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

II. INCORPORATED DOCUMENTS

This Agreement incorporates the following documents, which are attached hereto:

Exhibit A: State/County Agreement

Exhibit B: Description/List of Equipment and Supplies

III. TERM OF AGREEMENT; TERMINATION

This Agreement shall commence upon execution by the parties and shall terminate on the date that the useful life of the Equipment and Supplies has expired, as projected by the Manufacturer. Notwithstanding the foregoing, if the Municipality and other First Responders desire to continue to utilize the Equipment and Supplies after such projected useful life, and the Equipment and Supplies continue to be operable in a safe manner and in compliance with all applicable laws and manufacturer's recommendations, then this Agreement shall instead terminate when the Equipment and Supplies are no longer operable in compliance with these requirements or when the Municipality disposes of the Equipment and Supplies, whichever occurs sooner. The Municipality shall notify the County when the Equipment and Supplies are no longer operable in a safe manner and in compliance with applicable laws and manufacturers' recommendations or when the Municipality plans to dispose of the Equipment and Supplies.

On and after the third anniversary date of the execution of this Agreement by the parties, the County or Municipality may terminate this Agreement upon sixty (60) days written notice to the other. The County may also terminate all or any portion of this Agreement immediately in the event funding made available to the County under the State/County Agreement is terminated or in the event Municipality fails to perform its obligations hereunder after reasonable attempts by the County to obtain such performance. In the event that this Agreement is terminated by either party: i) prior to the expiration of the manufacturer's projection of the useful life of the Equipment and Supplies; or ii) while the Equipment and Supplies continue to be operable in a safe manner and in compliance with all applicable laws and manufacturer's recommendations, then at the option (the "Option") of the County, the Municipality shall transfer title to the Equipment and Supplies to the County. If County exercises such Option, Municipality agrees that it will execute any and all documents, including documents of title, or take any necessary action to promptly transfer the Equipment and Supplies to County. If County does not exercise the Option, then Municipality shall dispose of the Equipment and Supplies as provided for in this Agreement.

IV. GRANT OF TITLE TO EQUIPMENT AND SUPPLIES TO MUNICIPALITY

Notwithstanding its purchase of the Equipment and Supplies, the County grants to Municipality all rights, title and interest in the Equipment and Supplies set forth on Exhibit B, effective upon the delivery of such Equipment and Supplies to the Municipality.

Municipality accepts title to the Equipment and Supplies and agrees to utilize and make available the Equipment and Supplies in accordance with the terms set forth in this Agreement. Municipality shall bear the risk of loss of such Equipment and Supplies while the Equipment and Supplies are in Municipality's possession. If a change in the specific Equipment and Supplies to be provided to Municipality pursuant to this Agreement is agreed upon, the parties shall agree in writing to amend Exhibit B and shall append such signed amendment to this Agreement.

V. RESPONSIBILITIES OF MUNICIPALITY

A. Storage, Maintenance and Insurance of Equipment and Supplies. Municipality shall store the Equipment and Supplies at an appropriate and secure location within Municipality. Municipality agrees to maintain the Equipment and Supplies in accordance with the recommendations of the manufacturers and shall make all necessary repairs such that the Equipment and Supplies are maintained and operable in a safe manner throughout the period during which Municipality continues to use the Equipment and Supplies. Municipality shall also be responsible for obtaining and maintaining liability insurance which provides coverage against loss and damage to property, other than the Equipment and Supplies, and injury and death to person(s) associated with Municipality's ownership of the Equipment and Supplies and use of the Equipment and Supplies by Municipality's agents, employees, and Authorized Entities as described in paragraph C below. The deductible and limits of such insurance shall be consistent with the customarily procured and recommended to members of ILEAS and MABAS for similar equipment and supplies. The County shall not be responsible for the payment of any incidental or additional expenses relating the Equipment and Supplies including, but not limited to, replacement or additional supplies or parts, maintenance, repair or insurance expenses. This shall not, however, limit Municipality from utilizing available funding sources for the payment of these expenses.

B. Use of Equipment and Supplies. Municipality agrees that it shall use the Equipment and Supplies in the course of its law enforcement/fire service/hazardous materials operations including, but not limited to, training and preparedness exercises and responding to events within the corporate limits of Municipality, responding to events as a participant in the Mutual Aid Box Alarm System, responding to events as part of the Illinois Law Enforcement Assistance System or pursuant to any other mutual aid activities to which Municipality may have committed. Municipality shall designate First Responders of Municipality who shall be authorized to use or operate the Equipment and Supplies. Municipality shall provide or arrange for education and training, if required, with respect to the use of the Equipment and Supplies. Municipality shall not be responsible for the designation or training of First Responders from jurisdictions other than Municipality who may use the Equipment and Supplies pursuant to a request described in paragraph C. below.

C. **Availability of Equipment to Authorized Entities.** In addition to the uses set forth in paragraph B above, Municipality agrees that it shall make the Equipment and Supplies available for use by other authorized entities and their employees and agents ("Authorized Entities"), as prescribed by the IEMA/ITTF in accordance with DHS guidelines, to assist those Authorized Entities in responding to Emergencies. In such event, other than the insurance obligations of Municipality as set forth in paragraph A above, Municipality's responsibility shall be limited to transporting the Equipment and Supplies to the location requested by IEMA/ITTF and transferring physical custody of the Equipment and Supplies to the Authorized Entity for its use, unless Municipality has agreed to provide further assistance to the Authorized Entity.

D. **Confidentiality.** Municipality agrees that it shall perform its responsibilities under this Agreement in a manner which maintains the confidentiality of information concerning the Equipment and Supplies being acquired and their storage locations except as necessary to provide for appropriate storage and use of the Equipment and Supplies.

VI. **GENERAL PROGRAM REQUIREMENTS**

A. **Disposition of Equipment and Supplies.** The Municipality shall be responsible for disposing of the Equipment and Supplies when they are no longer operable in a safe manner and in accordance with manufacturer's recommendations and applicable law.

B. **Use of Funds.** All Funds granted under this Agreement shall be used in accordance with the applicable Budget as set forth on Exhibit B, and shall be expended by the Municipality on or before (does not apply). Municipality shall adhere to the U.S. General Accounting Office Standards and OMB Circular A-133, including accounting guidelines relating to the disposition of equipment purchased with federal funds.

C. **Reports.** The Municipality shall submit informational reports to the County in a form and frequency established by the County. Financial reports shall include information regarding storage, maintenance, inspection, training, and use of the Equipment and Supplies.

D. **Audits.** Municipality agrees to submit to an audit by the County, IEMA or DHS with respect to the use of the Funds. Books and records of all expenditures of Funds shall be kept in accordance with generally accepted accounting principles and sufficient to permit an audit in conformance with OMB Circulars A-128 or A-133 or as provided in the State/County Agreement.

E. **No Relationship Created; No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any relationship of partner, joint venturer, employee or agent as between the parties hereto, nor shall this Agreement be construed to create any rights in third parties.

F. **Compliance with Laws, State/County Agreement.** The Municipality shall comply with all applicable laws, ordinance, rules and regulations and executive orders of the federal, state, and local government now existing or later in effect, that may in any manner affect the performance of this Agreement. As a subgrantee of the County, the Municipality agrees to adhere to all provisions imposed upon the County under the State/County agreement.

G. Liaisons; Notices. The individuals identified in this Section shall be authorized to act as the liaison of the County and Municipality, respectively, with respect to the Program described in this Agreement and to take all actions necessary to implement the Program. Except in an Emergency, all notices required to be given under this Agreement shall be given by certified mail, return receipt requested, to these representatives as listed below:

COUNTY: Daniel J. Coughlin, Executive Director
Judicial Advisory Council of Cook County
69 West Washington Street, Suite 2610
Chicago, IL 60602
312-603-1136
312-603-9974 (Fax)
Dcoughl@cookcountygov.com

MUNICIPALITY:

Julia A. Carroll, City Manager
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

Telephone: (847) 866 -2936
Facsimile and E-Mail Address (847) 448-8083
jcarroll@cityofevanston.org

EXECUTION BY THE PARTIES

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

MUNICIPALITY

By: Julia A. Carroll
Name: Julia A. Carroll
Title: City Manager

Attest: _____
Name: _____
Title: _____

COUNTY OF COOK/JUDICIAL ADVISORY COUNCIL

By: _____
Daniel J. Coughlin, Executive Director
Judicial Advisory Council of Cook County

Attest: _____
Name: _____
Title: _____

Approval as to Form:

Assistant State's Attorney

EXHIBIT A: STATE/COUNTY AGREEMENT

EXHIBIT B: DESCRIPTION/LIST OF EQUIPMENT AND SUPPLIES



Rod R. Blagojevich, Governor
William C. Burke, Director

NOTICE OF GRANT AGREEMENT

Part I - Notice of Grant Award to Cook County, Illinois

This Grant Agreement is made and entered by and between the Illinois Emergency Management Agency (Grantor), 110 East Adams Street, Springfield, Illinois 62701-1109, and Cook County, Illinois (Grantee), 69 West Washington Street, Suite 2610, Chicago, Illinois 60602.

WHEREAS this Grant is to utilize funds from the Department of Homeland Security (DHS) Fiscal Year 2005 Appropriation for the Urban Area Security Initiative (UASI) (CRDA #97.008) to continue to develop and enhance the UASI program for Cook County and the 128 municipalities therein.

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding \$22,465,000 for the period from the date of final execution to December 31, 2006. The Grantee hereby agrees to use the funds provided under the agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this agreement. This period of award may be amended if there is a delay in the release of these funds from the Federal Government.

It is agreed between the parties that the agreement, as written, is the full and complete agreement between the parties and that there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

This Grant Agreement and Attachments constitute the entire agreement between the parties. Each budget detail worksheet submitted by the Grantee and approved by the Grantor as an authorized expenditure of this Grant shall be considered an attachment of this Grant Agreement.

Part II - Term

The term of this Grant Agreement shall be from the date of final execution by the Grantor through December 31, 2006.

Part III - Scope of Work

The scope of this grant includes the development of a surge capacity for public health/emergency medical first responders, conducting training of ODP-approved courses, conducting the required IED exercise, the continuation of a county-wide wireless interoperable communications system, assessment of key critical infrastructure and hardening of selected sites, equipping the County's first responders, and an allowance for management and administration of the grant. The Grantee budget detail worksheet and narrative is provided in Attachment A. The Initial Strategy Implementation Program (ISIP) is provided in Attachment B. As each budget detail worksheet and ISIP is approved, it shall also be considered an attachment of this Grant Agreement.

Part IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of \$22,465,000.

Part V - Terms and Conditions

FISCAL FUNDING: The Grantor's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation or DHS fails to provide the funds. The Grantor shall give the Grantee notice of such termination for funding as soon as practicable after Grantor becomes aware of the failure of funding. Grantee's obligation to perform shall cease upon notice by Agency of lack of appropriated funds.

METHOD OF COMPENSATION: The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to the Grantor. No costs eligible under this agreement shall be incurred after December 31, 2006.

ACCOUNTING-REQUIREMENTS: The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under the Grant Agreement as required by the Grantor. The Grantee shall keep records sufficient to permit the tracing of funds to ensure that expenditures are made in accordance with this Grant Agreement.

REPORTS: The Grantee shall submit a semi-annual programmatic activity narrative and financial report called the Bi-Annual Strategy Implementation Report (BSIR) to the Grantor every January 15 and July 15 throughout the performance period ending December 31, 2006. The financial report (BSIR) must include the amount of funding received, obligated and

expended every December 31 (for the January 15 report) and June 30 (for the July 31 report). Noncompliance of the reporting requirements may be cause to terminate this Agreement.

AUDITS AND INSPECTIONS: The Grantee will, as often as deemed necessary by the Grantor, DHS or any of their duly authorized representatives, permit the Grantor, DHS or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this grant agreement for three years from the date of submission of the final expenditure report or until related audit findings have been resolved, whichever is later. The Grantee certifies that all audits submitted under the provisions of Office of Management and Budget Circulars A-128 or A-133 have been approved by the Grantor. The Grantee acknowledges that these are federal pass-through funds that must be accounted for in the jurisdiction's Single Audit under the Single Audit Act of 1996, if required.

MODIFICATION AND AMENDMENT OF THE GRANT: This grant agreement is subject to revision as follows:

- A. Modifications may be required because of changes in State or Federal laws or regulations as determined by the Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. The Grantor shall notify the Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made upon written agreement of both Grantor and Grantee.

TERMINATION FOR CONVENIENCE: This agreement may be terminated in whole or in part by the Grantor for its convenience, provided that, prior to termination, the Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of the Grantor's intent to terminate, and 2) an opportunity for consultation with the Grantor prior to termination. In the event of partial or complete termination of this agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to the Grantee for expenses incurred under this agreement prior to termination.

TERMINATION FOR BREACH OR OTHER CAUSE: The Grantor may terminate this agreement without penalty to the Grantor or further payment required in the event of:

- A. Any breach of this agreement which, if it is susceptible of being cured, is not cured within 15 calendar days after receipt of the Grantor's notice of breach to the Grantee.
- B. Material misrepresentation or falsification of any information provided by the Grantee in the course of any dealing between the parties or between the Grantee and any State

Agency.

Grantee's failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

RETENTION OF PROPERTY RECORDS: Grantee agrees to maintain records for equipment, non-expendable personal property, and real property for a period of three years from the date of the completion of the project. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

NON-DISCRIMINATION: In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. The Grantee shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

SEVERABILITY CLAUSE: If any provision under the Grant Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of the Grant Agreement which can be given effect without the invalid provision or application.

DEBARMENT: The Grantee certifies neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the agreement by any Federal Agency or department.

WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES: The Grantee shall provide worker's compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for worker's compensation, social security and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for employees of the Grantee who are performing services specified by the grant agreement.

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

BOYCOTT: The Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

WORK PRODUCT: All intellectual property and all documents, including reports and all other work products, produced by the Grantee under this grant agreement shall become and remain the exclusive property of the Grantor, and shall not be copyrighted, patented, or trademark registered by the Grantee except as authorized by the Grantor in a separate agreement. The Grantee acknowledges the Office of State and Local Government Coordination and Preparedness (SLGCP), United States Department of Homeland Security reserves a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize for use, for any purpose the Grantor deems relevant: (1) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support. The Grantee shall include in all publications created through this grant agreement shall prominently contain the following statement: "This document was prepared under a grant from the Office of State and Local Government Coordination and Preparedness (SLGCP), United States 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 SLGCP or the U.S. Department of Homeland Security."

MAINTENANCE AND REVIEW OF EQUIPMENT: The Grantor reserves the right to reallocate all equipment procured by the Grantee under this grant agreement if the property is not properly maintained by the Grantee according to the manufacturer's guidelines and Grantor's requirements. All equipment procured by the Grantee through this grant agreement shall be made available for review by the Grantor upon request.

LIABILITY: The Grantor assumes no liability for actions of the grantee under this agreement, including, but not limited to, the negligent acts and omissions of grantee's agents, employees, and subcontractors in their performance of the grantee's duties as described under this agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this grant, except as those representations are made by the manufacturer of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by the grantee, with the exception of acts of performed in conformance with an explicit, written directive of the Grantor.

Part VI - Assurances

The Grantee assures that no official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this agreement, shall have any financial or other personal interest in any such contract for the acquisition/development.

The Grantee will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

The Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

The Grantee will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

The Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Part VII - Certification

The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee.

The Grantee hereby certifies that it has not been barred from bidding on, or receiving State or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33B-3 and 33B-4).

The Grantee certifies that it will comply with all applicable State and Federal laws and regulations.

The Grantee certifies that it will return to the State all State or Federal grant funds that are not expended or are accidentally over-advanced. The State may reimburse those funds not expended or accidentally over-advanced in accordance with State and Federal laws and regulations. The Grantee further certifies that its failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Under penalties of perjury, I certify that 36-6006541 is my correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. I am doing business as a (please check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input checked="" type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> (IRC 501(a) only) |
| <input type="checkbox"/> Not-for-profit Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care | |
| <input type="checkbox"/> Services Provider Corporation | |

Part VIII - Drug Free Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Grantor or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Grantor or contractor has certified to the State that the Grantor or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contractor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "Grantor" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/Grantor certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantor's or contractor's workplace.

- (2) Specifying the actions that will be taken against employees for violations of such prohibition.

- (3) ~~Notifying the employee that, as a condition of employment on such contract or grant, the employee will:~~
 - (A) abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Grantor's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post this statement in a prominent place in the workplace.
- (d) ~~Notifying the contracting or granting Agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.~~
- (e) ~~Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.~~
- (f) ~~Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.~~
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

~~Grantor: H. Emergency Management Agency~~ ~~Grantee: Cook County, Illinois~~

By: William C. Burke
William C. Burke, Director

By: John H. Stroger, Jr.
John H. Stroger, Jr., President

DATE: 7/1/05

DATE: _____

By: Kevin McClain
Kevin McClain, Chief Legal Counsel

By: Dennis C. Miner
Dennis C. Miner, Chief Finance

DATE: 11-1-05

DATE: 11/1/05

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

SEP 20 2005

COM _____

EXHIBIT B: DESCRIPTION/LIST OF EQUIPMENT AND SUPPLIES

One solar powered portable message board with remote programming model number CMS-GP432/T manufactured by American Signal Company of Atlanta Georgia \$17,000

One Wells Cargo Trailer model number EW2424 supplied By R.A. Adams Enterprises of McHenry, IL. This trailer Includes cabinets top and bottom across front, side door, led Lights, 120 v service with fluorescent lights, and mounted Spare tire 10,790

List of trailer equipment is a follows;

32 type II Traffic Barricades
50 Type I Traffic Barricades
80 Large orange traffic cones
8 Road closed signs
100 Sand bags (empty)
Total trailer equipment costs

6,770