

PUBLIC HEALTH

& SAFETY

COMMITTEE

RESOLUTIONS



Public Health & Safety Committee
Ordinance #09-149

ORDINANCE OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS

Amending Will County Code of Ordinances Chapter 93
Pertaining to Nuisance Fires

WHEREAS, the Will County Board finds it in the best interest of its citizens to amend Chapter 93 of the Code of Ordinances specifically pertaining to nuisance fires, and

WHEREAS, in order to provide for the health, safety and welfare of its residents, this ordinance is being updated and amended, and

WHEREAS, public hearings were conducted on February 11, 2009 and May 14, 2009 during the Public Health & Safety Committee Meetings to solicit public concerns and comments, and

WHEREAS, the Public Health & Safety Committee recommends the attached changes be made to Chapter 93 of the Will County Code of Ordinances pertaining to nuisance fires and recommends approval by the full County Board.

NOW, THEREFORE, BE IT ORDAINED, the Will County Board hereby amends Chapter 93 of the Will County Code of Ordinances pertaining to nuisance fires, as attached hereto, and that these amendments become effective immediately upon adoption by the Will County Board.

BE IT FURTHER ORDAINED, that the Preamble of this Ordinance is hereby adopted as if fully set herein. This Ordinance shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 21st day of May, 2009.

Vote: Yes ___ No ___ Pass _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2009.

Lawrence M. Walsh
Will County Executive

NUISANCE FIRES

§93.015 AUTHORITY

This subchapter is enacted pursuant to authority given by 55 ILCS 5/5-1052. (Res. 09-149 adopted 05-21-2009).

§93.015 PURPOSE

The purpose of this subchapter is to define and abate public nuisances which are a detriment to the people of the county. The nuisance defined herein is detrimental to the public health, safety, and welfare. (Res. 85-179, adopted 12-19-85).

§93.017 PERMIT REQUIRED.

Waste materials of any nature shall not be disposed of by burning on the premises or in the immediate vicinity without having obtained a permit from the state or the state E.P.A. (Res. 85-179, adopted 12-19-85).

§93.018 LOCATION OF FIRES.

Fires shall be located not less than 50 feet from any property line or **any neighboring structure**, with adequate provisions made to prevent spreading of the fire. **Legitimate campfires shall be located not less than 50 feet from any neighboring structure.** ~~or the fire shall be contained in an approved waste burner located not less than 15 feet from any structure.~~ **Burning in right-of-ways is strictly prohibited.** (Res. 85-179, adopted 12-19-85; Res. 09-149 adopted 05-21-09.)

§93.019 FIRES TO BE ATTENDED.

All fires shall be constantly attended by a competent person until such fire is extinguished. This person shall have a hose connected to a water supply or other fire extinguishing equipment ready for use. This person shall be responsible for notifying the local fire department before starting the fire. (Res. 85-179, adopted 12-19-85).

§93.020 EXCEPTIONS

Section 93.017 does not apply to the burning of **dry grass**, leaves, branches, or bushes originating on owner's property. Section 93.017 also does not apply to controlled burns for agricultural purposes, habitat reclamation, firefighter training. (Res. 09-149 adopted 05-21-09.)

§93.21 NEIGHBORING STRUCTURE

Neighboring structure means any and all buildings, whether structured on a foundation or mobile, including but not limited to houses, garages, sheds, and pole barns. (Res. 09-149 adopted 02-21-02).

§93.022 ENFORCEMENT.

The Sheriff's Office of the county and other applicable enforcement departments shall enforce this subchapter. (Res. 09-149 adopted 05-21-09)

§93.999 PENALTIES.

Any person found to be in violation of any part of this subchapter shall be fined \$50.00 for the first offense, \$150 for the second offense and \$500 for the third and subsequent offenses, plus court costs. (Res. 09-149 adopted 05-21-09).



RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS

Increasing American Recovery and Reinvestment Act of 2009
(Stimulus Bill) Funds in the Health Department Budget

WHEREAS, as part of the American Recovery and Reinvestment Act of 2009 (Stimulus Bill) the Will County Community Health Center will be receiving \$402,586.00. This one-time funding covers the period from March 27, 2009 through March 26, 2011, and will be used for increased services at existing sites, and for spikes in demand to serve uninsured populations. In order to carry out these initiatives, an appropriation increase is needed as follows:

<u>Revenue:</u>				
From:	207-00-000-	39996	Anticipated New Revenue	\$208,805.00
To:	207-00-000-	33124	Community Health Center	\$208,805.00
<u>Expenses:</u>				
From:	207-41-245-	6999	Anticipated New Expenses	\$208,805.00
To:	207-41-251-	1010-108	Medical Secretary	\$ 15,166.00
		1010-109	Interpreter Clerk	\$ 12,833.00
		1530	FICA	\$ 2,142.00
		1565	Health Benefits	\$ 14,000.00
		1550	IMRF	\$ 2,615.00
		2300	Medical Supplies	\$ 8,799.00
		2020	Office Supplies	\$ 4,500.00
		2301	Drugs & Medicines	\$ 4,500.00
		2540	Mach & Equip Sm Value	\$ 8,794.00
		3120	Medical Services	\$ 90,289.00
		3400	Laboratory Services	\$ 5,167.00
		3130	Consulting Services	\$ 40,000.00
			Total	\$208,805.00

WHEREAS, the Public Health & Safety Committee, as well as the Finance Committee have recommended approval of this request, and

WHEREAS, pursuant to 55 ILCS 5/6-1003,Transfers from one appropriation of any one fund to another of the same fund, not affecting the total amount appropriated, may be made at any meeting of the board by a two-thirds vote....By a like vote the board may make appropriations in excess of those authorized by the budget in order to meet an immediate emergency.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby amends its 2009 Budget, by increasing appropriations in the Health Department Budget as described fully above.

BE IT FURTHER RESOLVED, that the Will County Auditor and Treasurer are directed to make the necessary line item and fund adjustments, in accordance with the above-referenced statutory authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 21st May, 2009.

Vote: Yes _____ No _____ Pass _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2009.

Lawrence M. Walsh
Will County Executive



WILL COUNTY HEALTH DEPARTMENT & COMMUNITY HEALTH CENTER

To: James Moustis, Chairman
Will County Board Executive Committee

From: John Cicero
Executive Director
Will County Health Department

Date: April 8, 2009

Re: Appropriation of Funds

As part of the American Recovery and Reinvestment Act of 2009 (Stimulus Bill) the Will County Community Health Center will be receiving \$ 402,586. This one-time funding covers the period from March 27, 2009 through March 26, 2011 and will be used for increased services at existing sites, and for spikes in demand to serve uninsured populations.

In using these funds for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50% of the funds for activities that can be initiated not later than one-hundred and twenty (120) days after the enactment date of the Stimulus Bill.

At this time, the Health Department is requesting to appropriate these funds into the FY 2009 Health Department budget as follows:

Revenue:

From: 207-00-000-39996	Anticipated New Revenue	<u>\$ 208,805</u>
To: 207-00-000-33124	Community Health Center	<u>\$ 208,805</u>

Expenses:

From: 207-41-245-6999	Anticipated New Expenses	\$ 208,805
To: 207-41-251-1010-108	Medical Secretary (May-November)	\$ 15,166
207-41-251-1010-109	Interpreter Clerk (May-November)	\$ 12,833
207-41-251-1530	FICA	\$ 2,142
207-41-251-1565	Health Benefits	\$ 14,000
207-41-251-1550	IMRF	\$ 2,615
207-41-251-2300	Medical Supplies	\$ 8,799
207-41-251-2020	Office Supplies	\$ 4,500
207-41-251-2301	Drugs and Medicines	\$ 4,500
207-41-251-2540	Machinery & equipment-Small Value	\$ 8,794
207-41-251-3120	Medical Services	\$ 90,289
207-41-251-3400	Laboratory Services	\$ 5,167
207-41-251-3130	Consulting Services	\$ 40,000
	<u>Total</u>	<u>\$ 208,805</u>

JJC: rkc



Public Health
Prevent. Promote. Protect.

Main Office
501 Ella Avenue
Joliet, IL 60433
Ph 815.727.8400
Fax 815.727.8484

Community Health Center
1106 Neal Avenue
Joliet, IL 60433
Ph 815.727.8610
Fax 815.727.8633

Eastern Branch Office
44 Towncenter
University Park, IL 60466
Ph 815.274.8503
Ph (AM 574 0810)
Fax 708.534.1155

Northern Branch Office
323 Quadrangle Dr.
Bolingbrook, IL 60440
Ph 630.679.0800
Fax 630.679.7015



**Public Health and Safety Committee
Resolution #09-151**

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**RENEWING PARTICIPATION IN
STATE OF ILLINOIS FEDERAL SURPLUS PROPERTY PROGRAM**

WHEREAS, the County of Will continually undertakes efforts to procure commodities, supplies, and equipment at the lowest possible cost, and

WHEREAS, the State of Illinois' Federal Surplus Property Program offers the opportunity to acquire excess federal property at costs which are typically 5% to 25% of the original acquisition cost, and

WHEREAS, the County of Will has participated in this program in the past and desires to continue participation in this program, and

WHEREAS, the County of Will agrees to following the terms of the Program, including: using the surplus property only in the official program it represents; upon receipt, agreeing to place the surplus property into use within one year; utilizing the property for a minimum period of one year (certain items for a minimum of 18 months); and, not selling, loaning, trading, or tearing down the property without written consent from the State of Illinois, and

WHEREAS, the County of Will understands that the property must be used in authorized programs and that personal use or non-use of the property is not allowed.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby consents and decrees that the County of Will is authorized to participate in the State of Illinois Federal Surplus Property Program.

Adopted by the Will County Board this 21st day of May, 2009.

Vote: Yes ___ No ___ Pass ___ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2009.

Lawrence M. Walsh
Will County Executive



**Public Health and Safety Committee
Resolution #09-152**

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**AUTHORIZING ACCEPTANCE OF ILLINOIS EMA
INTEROPERABLE EMERGENCY COMMUNICATIONS PLANNING GRANT AND
MAKING CORRESPONDING TRANSFERS IN EMA FY 09 BUDGET**

WHEREAS, the ability of emergency responders to communicate with each other effectively is critical during the response to major emergencies and disasters, and

WHEREAS, the Will County Emergency Management Agency coordinates and develops plans to ensure effective interoperable communications for major emergencies and disasters of all types, and

WHEREAS, the Illinois Emergency Management Agency Interoperable Emergency Communications Grant Program makes funds available for counties to develop such plans, and

WHEREAS, Illinois EMA has allocated funding to Will County EMA without any requirement for local matching funds to develop and improve countywide emergency communications planning efforts.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Executive is authorized to execute the SFY 08 Illinois EMA Interoperable Emergency Communications Planning Grant agreement.

BE IT FURTHER RESOLVED, that the Will County Board authorizes the following transfers in the EMA FY 09 budget to accommodate the expenditure of the grant funds:

- \$50,000.00 from budget line 271-00-000-3996 to 271-00-000-39000
- \$50,000.00 from budget line 271-41-178-6999 to 271-41-178-3470

Adopted by the Will County Board this 21st day of May, 2009.

Vote: Yes ___ No ___ Pass ___ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2009.

Lawrence M. Walsh
Will County Executive

NOTICE OF GRANT AGREEMENT

PART I - Notice of Grant Award to Will County Emergency Management Agency

This Grant Agreement is made and entered by and between the Illinois Emergency Management Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and **Will County Emergency Management Agency**, (Grantee), **302 North Chicago Street, Joliet, Illinois 60432**.

WHEREAS this Grant is to utilize funds from the Department of Homeland Security (DHS), Fiscal Year 2008 **Interoperable Emergency Communications Grant Program (IECGP), CFDA #97.001**.

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding **\$95,000.00** for the period from **April 1, 2009**, to **June 30, 2010**. The Grantee hereby agrees to use the funds provided under the agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this agreement. This period of award may be amended if there is a delay in the release of these funds from the Federal Government.

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

This Grant Agreement and attachments constitute the entire agreement between the parties.

PART II - Term

The term of this Grant Agreement shall be from **April 1, 2009**, to **June 30, 2010**.

PART III - Scope of Work

The Grantee agrees to complete the following activities by the conclusion of the performance period. All expenses paid submitted to the Grantor will be directly associated with the implementation of the activities listed in Part III of this agreement.

- A. Develop a county-wide Tactical Interoperable Communications Plan (TICP) that is aligned with the Statewide Communications Interoperability Plan (SCIP). In doing so, the county must establish a multi-discipline/multi-jurisdictional governance body within the county comprised of interoperable communications

technicians and high level policy decision makers. The governance body should represent every municipality within the county that includes representation from law enforcement, fire, emergency management, emergency medical services, telecommunication experts, etc. The governance body will be responsible for coordinating the participation of county, municipal and other organizations within the county in the TICP development process.

- B. Validate the county TICP through a full-scale or table-top exercise. The validation exercise must be compliant with the Homeland Security Exercise Evaluation Program (HSEEP), National Incident Management System (NIMS) guidelines and IEMA exercise development and approval requirements.
- C. Complete the input of all county and municipal frequency data into the Communications Assets Survey and Mapping (CASM) tool. Each governance structure will coordinate with municipalities and interoperable communications experts to complete their entries into CASM.

The Budget Detail Worksheet, provided in Attachment A, outlines the expenditures necessary to complete the Scope of Work (Part III) for this project and for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed in the Budget Detail Worksheet. Each Budget Detail Worksheet submitted by the Grantee and approved by the Grantor shall be considered an authorized budget and an attachment of this Grant Agreement.

The Discipline Allocation Worksheet, provided in Attachment B, outlines the discipline specific expenditure allocation classification listed in the Scope of Work (Part III). The Grantee must submit to the Grantor the updated Discipline Allocation Worksheet as outlined in Part V – Reports.

PART IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of **\$95,000.00**.

PART V - Terms and Conditions

FISCAL FUNDING: The Grantor's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation or the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grants Programs Directorate (DHS FEMA GPD) fails to provide the funds. The Grantor shall give Grantee notice of such termination for funding as

soon as practicable after Grantor becomes aware of the failure of funding. Grantee's obligation to perform work shall cease upon notice by Grantor of lack of appropriated funds.

EQUIPMENT: Grantor reserves the right to reclaim or otherwise invoke the Illinois Grant Funds Recovery Act on any and all equipment purchased by grantee with grant funds if said equipment has fallen into neglect or misuse according to the standards of the Grantor. Additionally, Grantee may not substitute, exchange or sell any equipment purchased with grant funds unless Grantee has the express written consent of the Grantor. The Grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"

METHOD OF COMPENSATION: The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the Illinois State 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 Grant Agreement shall be incurred after **June 30, 2010**. The Grantee must submit a final Budget Detail Worksheet, and Discipline Allocation Worksheet to the Grantor within 30 days after the expiration of the Grant Agreement. The Grantee also agrees that funds received under this award will be used to supplement, but not supplant, state or local funds for the same purposes.

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 tracking of funds to ensure that expenditures are made in accordance with this Grant Agreement.

The Grantee will comply with Federal Emergency Management Agency's codified regulation 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Office of Management and Budget (OMB) Circular A-102, addressing administrative requirements for state and local governments (44CFR Part 13); OMB Circular A-87, addressing cost principles for grants to state and local governments; Common Rule for Administrative Requirements for Grants to non-profits (28 CFR 70); OMB Circulars A-122 and A-21, addressing cost principles for grants to non-profit entities; the requirements included in the Office of Justice Programs OC Financial Guide; and applicable state and federal regulations.

Funds received by the Grantee must be placed in an interest-bearing account and are subject to the rules outlined in the Uniform Rule 6 CFR Part 9, New Restrictions on Lobbying, and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements

for Grants and Agreements (Including Subawards) with Institutions of Higher Education, Hospitals and other Non-profit Organizations.

The Grantee shall not deposit funds into the Federal Civil Preparedness Administrative Fund as established by the State legislature. This fund is reserved for the use of the Grantor only.

REPORTS: The Grantee shall submit to the Grantor throughout the stated performance period documentation to support the submission of the Bi-Annual Strategy Implementation Report (BSIR). The documentation is due within 15 days after the end of the reporting period (July 15 for the reporting period of January 1 through June 30; and January 15 for the reporting period of July 1 through December 31). The documentation must include, at a minimum, (1) amount of funding received, obligated and expended for activities outlined in the Scope of Work, and (2) Discipline Allocation Worksheet (Attachment B described in Part III – Scope of Work). The Grantee further agrees to provide to the Grantor, upon the request, other project information for which funding is received through this agreement to support the completion of other Federal and State reporting requirements.

The Grantee will submit to the Grantor, upon the request, evidence the Grantee has complied with DHS FEMA GPD training and/or exercise documentation and reporting requirements as outlined in the appropriate grant guidance that governs the use of training and/or exercise funds as defined by DHS FEMA GPD.

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

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

- A. Modifications may be required because of changes in State or Federal laws, regulations, or Federal grant guidance as determined by the Grantor. Any such

required modification shall be incorporated into and will be part of this Agreement. The Grantor shall notify the Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.

- B. Modifications may be made upon written agreement of both Grantor and Grantee.

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

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

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

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

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

NON-DISCRIMINATION: In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. The Grantee shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability,

marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

SEVERABILITY CLAUSE: If any provision under the Grant Agreement or its application to any person 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 are 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: 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 recipient or sub-recipient purchases ownership with Federal support. The Grantee agrees to consult with DHS FEMA GPD, through the Grantor, regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

The following statement shall be prominently displayed in all publications created through this grant agreement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, 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's Grant Programs Directorate or the U.S. Department of Homeland Security or State of Illinois."*

MAINTENANCE AND REVIEW OF EQUIPMENT: The Grantor reserves the right to reallocate or repossess all equipment procured by the Grantee under this grant agreement if the property is not properly maintained by the Grantee according to the 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.

Title to equipment acquired by a non-Federal entity with Federal awards vests with the Grantee. Equipment means tangible nonexpendable property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with a non-Federal entity's policy, lower limits may be established. A Grantee shall use, manage, and dispose of equipment acquired under a Federal grant in accordance with Federal and State laws and procedures.

LIABILITY: The Grantor assumes no liability for actions of the Grantee under this agreement, including, but not limited to, the negligent acts and omissions of Grantee's agents, employees, and subcontractors in their performance of the Grantee's duties as described under this agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this agreement, except as those representations are made by the 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 performed in conformance with an explicit, written directive of the Grantor.

ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE: The Grantee shall provide to the Grantor any information requested by DHS FEMA GPD to ensure compliance with applicable Federal EHP requirements. DHS FEMA GPD, through its EHP Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on

Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural, historical, and cultural resources, as well as to minimize potential adverse effects to children and low-income and minority populations. Any project with the potential to impact EHP resources cannot be initiated until DHS FEMA GPD has completed its review.

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 State and Federal laws, executive orders, regulations governing this program, and policies and procedures promulgated by the Illinois Terrorism Task Force prior to or during the performance period of this agreement.

PART VII - Certification

The Grantee certifies that it has fully implemented all current National Incident Management System compliance activities in accordance with Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents* and related compliance documentation provided by the Secretary of Homeland Security and State of Illinois. The Grantee further certifies that all required compliance documentation is on file with the appropriate Federal and State entity as required by the Federal Emergency Management Agency throughout the performance period of this agreement.

The Grantee certifies that it has not been convicted of bribery or attempting to bribe an

officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee.

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

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

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

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

Under penalties of perjury, I certify that **36-6006672** is my correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. I am doing business as a (please check one):

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

Part VIII - Drug Free Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Grantor or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Grantor or contractor has certified to the State that the Grantor or contractor will provide a drug

free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contractor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantor's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Grantor's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations
- (c) Providing a copy of the statement required by subparagraph (a) to each

Public Health & Safety Committee
Resolution #09-152
Attachment 11 of 11

employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.

- (d) Notifying the contracting or granting Agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

Grantor: IL Emergency Management Agency Grantee: **Will County Emergency Management Agency**

By: _____
Andrew Velasquez III, Director

By: _____
Lawrence Walsh, County Executive

DATE: _____

DATE: _____

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