

## NOTICE OF GRANT AGREEMENT

### PART I - Notice of Grant Award to City of Aurora

This Grant Agreement (Agreement) is made and entered into by and between the Illinois Emergency Management Agency, a pass-through entity (IEMA), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and **City of Aurora (Subrecipient), 1200 E. Indian Trail, Aurora, Illinois 60505-1896**

The purpose of this grant is to utilize funds from the Department of Homeland Security (DHS), Federal Fiscal Year 2015 **Emergency Management Performance Grant, CFDA #97.042.**

IEMA hereby grants to the Subrecipient an amount not exceeding **\$53,831.25** for the period from **October 1, 2014, to September 30, 2015**. The Subrecipient 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 and applicable federal and state statutes, regulations, policies, and grant guidance.

This Agreement and attachments constitute the entire agreement between the parties and there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

### PART II - Term

The term of this Agreement shall be from **October 1, 2014, to September 30, 2015**.

### PART III - Scope of Work

The Subrecipient will utilize the Emergency Management Performance Grant funding in accordance with the Emergency Management Assistance (EMA) program as outlined in the Subrecipient's FFY 2015 Grant Program Application. The EMA Program will aid the Subrecipient in the administration of effective emergency management in the areas of personnel and benefits, travel, organizational, equipment, and additional program expenses.

The FFY 2015 Grant Program Application, provided in Attachment A, outlines the expenditures for which the Subrecipient will seek reimbursement. IEMA will only reimburse those expenditures that are specifically listed in the Attachment A.

### PART IV - Compensation Amount

The total compensation and reimbursement payable by IEMA to the Subrecipient shall not exceed the sum of **\$53,831.25**.

### PART V - Terms and Conditions

All of the requirements listed in this section apply to the federally funded project. The Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

**SPENDING LIMITATIONS:** All allocations and use of funds by the Subrecipient shall be in accordance with applicable notices of funding opportunity, grant guidances, and application kits. The Subrecipient 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 Subrecipient recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Subrecipient agrees that the most recent requirements will apply during the performance period of this Agreement.



**NON-APPROPRIATION:** IEMA'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. IEMA shall give the Subrecipient notice of such termination for funding as soon as practicable after IEMA becomes aware of the failure of funding. The Subrecipient's performance obligations under the Agreement shall cease upon notice by IEMA of lack of appropriated funds.

**METHOD OF COMPENSATION:** The Subrecipient shall submit to IEMA a Quarterly Claims Form as provided by IEMA no later than 30 days after the end of each Federal Fiscal Year quarter. Along with the Quarterly Claims Form, the Subrecipient must submit vendor invoices or computer-generated reports with description of costs, including statement of payment for personnel costs, affirmation or evidence of delivery, and property identification numbers for property subject to IEMA policies and procedures, in order to receive compensation through 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 Subrecipient shall maintain appropriate records of actual costs incurred. No costs eligible under this Agreement shall be incurred after **September 30, 2015**.

**MATCHING FUNDS:** All cost sharing or matching funds claimed by the Subrecipient shall meet the requirements of 2 CFR 200.306. To meet matching requirements, the Subrecipient's contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program, and must comply with all federal requirements and regulations. Except as provided by federal law, a cost sharing or matching requirement may not be met by other federal funds.

**NON-SUPPLANTING REQUIREMENT:** The Subrecipient agrees that funds received under this award will be used to supplement, but not supplant, state or local funds budgeted for the same purposes. The Subrecipient 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.

**ACCOUNTING REQUIREMENTS:** The 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. The applicable administrative requirements and cost principles originate from 2 CFR Part 200, as adopted by DHS at 2 CFR Part 3002.

**RECORD KEEPING AND AUDITS:** The Subrecipient shall maintain records for equipment, non-expendable personal property, and real property. The Subrecipient shall, as often as deemed necessary by IEMA, DHS FEMA GPD or any of their duly authorized representatives, permit IEMA, DHS FEMA GPD, the Auditor General, the 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. The Subrecipient shall cooperate with any compliance review or complaint investigation conducted by DHS. The Subrecipient shall submit timely, complete, and accurate reports and claims for payment and shall maintain appropriate backup documentation. The Subrecipient shall comply with all other special reporting, data collection and evaluation requirements as may be required by DHS. The Subrecipient acknowledges that 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 2 CFR Part 200.

**DUPLICATION OF BENEFITS:** In accordance with 2 CFR Part 200, any cost allocable to a particular federal award may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition does not preclude the Subrecipient from shifting costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of the federal awards.

**MODIFICATION AND AMENDMENT OF THE GRANT:** This Agreement is subject to revision as follows:

- A. Modifications may be required because of changes in state or federal laws, regulations, or federal grant guidance as determined by IEMA. Any such required modification shall be incorporated into and will be part of this Agreement. IEMA shall notify the Subrecipient of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made only upon written agreement of both IEMA and the Subrecipient.

**TERMINATION FOR CONVENIENCE:** This Agreement may be terminated in whole or in part by IEMA for its convenience, provided that, prior to termination, the Subrecipient is given: 1) not less than ten calendar days' written notice by certified mail, return receipt requested, of IEMA's intent to terminate, and 2) an opportunity for consultation with IEMA 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 Subrecipient for expenses incurred under this Agreement prior to termination.

**TERMINATION FOR BREACH OR OTHER CAUSE:** IEMA may terminate this Agreement without penalty to IEMA or further payment required in the event of:

- A. Any breach of this Agreement that, if it is susceptible of being cured, is not cured within 15 calendar days after receipt of IEMA's notice of breach to the Subrecipient; or
- B. Material misrepresentation or falsification of any information provided by the Subrecipient in the course of any dealing between the parties or between the Subrecipient and any state agency.

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

**WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES:** The Subrecipient 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, 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 Subrecipient who are performing services specified by this Agreement.

**WORK PRODUCT:** The Subrecipient 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 Subrecipient shall affix the applicable copyright notice of 17 USC 401 or 402. The Subrecipient is subject to requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards. The Subrecipient 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."*

**ACKNOWLEDGEMENT OF FEDERAL FUNDING:** The Subrecipient 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.

**ACTIVITIES CONDUCTED ABROAD:** For any project activity carried on outside the United States, the Subrecipient shall ensure that necessary coordination with appropriate government authorities occurs and that appropriate licenses, permits, or approvals are obtained.

**RECAPTURE OF FUNDS:** The Subrecipient shall return to IEMA all grant funds that are not expended or that are received from IEMA in error. All funds remaining at the expiration of the period of time the funds are available for expenditure or obligation by the Subrecipient shall be returned to IEMA within 45 days, if applicable. IEMA may recapture those funds in accordance with state and federal laws and regulations. The Subrecipient's failure to comply with any one of the terms of this Agreement shall be cause for IEMA to seek recovery of all or part of the grant proceeds.

**POSSESSION OF EQUIPMENT:** Title to equipment acquired by the Subrecipient with federal funds vests with the Subrecipient. "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 Subrecipient 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 PART III –

Scope of Work. Any variation to the intended use of the equipment outlined in PART III – Scope of Work by the Subrecipient must be approved in writing by IEMA.

MAINTENANCE AND REVIEW OF EQUIPMENT: IEMA reserves the right to invoke the remedies set forth in the Illinois Grant Funds Recovery Act for the value of any and all equipment purchased by the Subrecipient with grant funds if said equipment is not properly maintained or has fallen into neglect or misuse according to the standards and policies of IEMA. Additionally, the Subrecipient may not substitute, exchange, or sell any equipment purchased with grant funds unless the Subrecipient has the express written consent of IEMA. All equipment procured by the Subrecipient through this Agreement shall be made available for review by IEMA upon request.

SAFECOM: If funding will be used to purchase emergency communications equipment or to fund related activities, the Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

FALSE CLAIMS: The Subrecipient shall comply with the requirements of 31 USC 3729, which provides that no recipient of federal payments shall submit a false claim for payment.

LIABILITY: IEMA 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, IEMA makes no representations, or warranties, express 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 the nature and condition of said equipment, in the use of said equipment, the Subrecipient agrees to hold IEMA harmless for any defects or misapplications. To the extent allowed by law, the Subrecipient agrees to hold harmless IEMA 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 IEMA.

ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE: The Subrecipient shall not undertake any project having the potential to impact EHP resources 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 Subrecipient 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 Subrecipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Subrecipient 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.

AMERICANS WITH DISABILITIES ACT (ADA): The Subrecipient understands the importance of integrating disability access and functional needs efforts into local homeland security and emergency preparedness programs. This integration should occur at all levels from planning, to purchasing equipment and supplies, to conducting exercises and drills, and should involve disability inclusion experts as partners across all aspects of emergency planning.

FEIN: Under penalties of perjury, the Subrecipient certifies that **36-6005778** is its correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. The Subrecipient files with the IRS 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 (IRC 501(a) only) |
| <input type="checkbox"/> Corporation             | <input type="checkbox"/> Trust or Estate                           |
| <input type="checkbox"/> Medical and Health Care | <input type="checkbox"/> Services Provider Corporation             |

CERTIFICATION: The Subrecipient certifies under oath that all information in its application and this Agreement is true and correct to the best of the Subrecipient’s knowledge, information, and belief; that the funds shall be used only for the purposes described in the Agreement; and that the award of grant funds is conditioned upon such certification.

## **PART VI – Special Conditions for EMPG Grant**

**TRAINING COURSES:** All personnel who are funded in whole or in part with the funds from this Agreement shall complete the most recent versions of the following training requirements and record proof of completion: National Incident Management System (NIMS) Training: IS 100; IS 200; IS 700; and IS 800; FEMA Professional Development Series: IS 120; IS 230; IS 235; IS 240; IS 241; IS 242; and IS 244. During October of each year, IEMA will provide a list of all required courses that have been revised from the previous year for that particular Federal Fiscal Year for completion during the 12-month period.

**EXERCISES:** All personnel who are funded in whole or in part with funds from this Agreement shall participate in no less than three exercises in a 12-month period. The 12-month period begins on October 1, 2014, and ends on September 30, 2015.

## **PART VII– Other Requirements**

**PERSONALLY IDENTIFIABLE INFORMATION (PII):** If the Subrecipient collects PII, the Subrecipient 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.

**CONFLICT OF INTEREST:** No official or employee of the Subrecipient who is authorized in the Subrecipient'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. No federal employees shall receive any funds under this award. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this program. The Subrecipient shall 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.

**HATCH ACT:** The Subrecipient will comply, as applicable, with provisions of the Hatch Act (5 USC 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.

**USE OF FUNDS:** The Subrecipient shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of IEMA.

**USE OF SEAL, LOGO AND FLAGS:** The Subrecipient 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.

**DELINQUENCY:** The Subrecipient shall not be delinquent in the repayment of any federal debt, including but not limited to delinquent payroll or other taxes, audit disallowances, and benefit overpayments.

**PUBLIC WORKS PROJECTS:** Any public works project supported with funds received through this Agreement shall employ at least 90 percent Illinois' laborers on such project during periods of excessive unemployment in Illinois. "Public works" is defined as any fixed work construction or improvement for the State of Illinois, or any political subdivision of the State funded or financed in whole or in part with state funds or funds administered by the State of Illinois. "Period of excessive unemployment" is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent.

**NON-DISCRIMINATION:** The Subrecipient shall comply with all applicable federal laws relating to nondiscrimination including, but not limited to, nondiscrimination on the basis of race, color, national origin, sex, handicap, age, limited English proficiency, drug or alcohol abuse. The Subrecipient shall also comply with federal and state statutes and regulations regarding whistleblower protections.

The Subrecipient 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, disability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, promotion, 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 Subrecipient 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.

The Subrecipient shall disclose all instances in the past three years in which the Subrecipient has been accused of discrimination on the grounds of race, color, national origin, limited English proficiency, sex, age, disability, religion, or familial status against the recipient or the recipient settles a case or matter alleging discrimination, including outcomes and settlement agreements.

**DEBARMENT AND SUSPENSION:** The Subrecipient shall comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons and entities deemed irresponsible in their dealings with the federal government.

**LOBBYING:** In accordance with 31 USC 1352, the Subrecipient shall not use any grant funds provided for in this Agreement to pay any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of federal assistance.

**NIMS COMPLIANCE:** The Subrecipient is required to maintain adoption and implementation of the National Incident Management System.

**ANTI-BRIBERY:** The Subrecipient 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 Subrecipient committed bribery or attempted bribery on behalf of the Subrecipient and pursuant to the direction or authorization of a responsible official of the Subrecipient.

**BIDDING:** The Subrecipient 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 2012 (720 ILCS 5/33E-3 and 33E-4).

**TERRORIST FINANCING:** The Subrecipient shall comply with U.S. Executive Order 13224 and federal law that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

**OTHER APPLICABLE LAWS:** The Subrecipient shall comply with all applicable federal laws, regulations, and orders, including but not limited to the following:

- Hotel and Motel Fire Safety Act of 1990, 15 USC 2225, which requires the Subrecipient to ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with fire prevention and control guidelines;
- Trafficking Victims Protection Act of 2000, as amended, 22 USC 7104 and 2 CFR Part 175;
- Fly America Act of 1974, 49 USC 40118;
- USA Patriot Act of 2001, 18 USC 175; and
- Energy Policy and Conservation Act, 42 USC 6201.

**DRUG FREE CERTIFICATION:** This certification is required by the federal Drug-Free Workplace Act of 1988 (41 USC 702) and the Illinois Drug Free Workplace Act (30 ILCS 580). No grantee shall receive a grant unless that grantee has certified that it will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the grant and debarment of grant opportunities with the State for at least one year but not more than five years.

The Subrecipient 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 Subrecipient'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 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 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 Subrecipient'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 grant and to post the statement in a prominent place in the workplace.
- (d) Notifying IEMA within ten 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 are 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.

Illinois Emergency Management Agency

Subrecipient: **City of Aurora**

By: \_\_\_\_\_  
James K. Joseph, Director

By: \_\_\_\_\_  
**Thomas Weisner, Mayor**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa M. Desai, Assistant to the Director

**15EMAAUROR**