

RESOLUTION NO. 2017- 40

**A RESOLUTION AUTHORIZING ACCEPTANCE OF
A FEDERAL JUSTICE ASSISTANCE GRANT THROUGH THE
COOK COUNTY DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT – FEDERAL YEAR 2013 EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT IN THE AMOUNT OF \$37,600**

WHEREAS, the Maywood Police Department applied for and has been selected to receive a Federal Justice Assistance Grant through the Cook County Department of Homeland Security and Emergency Management in the amount of \$37,600.00 (the "Grant Funds") for the purchase of eight (8) new computers for police vehicles; and

WHEREAS, the grant is a U.S. Department of Justice Federal Year 2013 Edward Byrne Memorial Justice Assistance Grant. A copy of the Subgrant Agreement between Cook County and the Village (the "Grant Agreement") is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to enter into the attached Grant Agreement pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and find that entering into the Grant Agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Village President and Board of Trustees accept the Grant Funds in the amount of \$37,600.00, and authorize the execution of the Grant Agreement relative to receipt of the Grant Funds, a copy of which is attached hereto as **Exhibit A** and made a part hereof. The Village President and Village Clerk, or their designees, are directed and authorized to execute the Grant Agreement related to the receipt of such Grant Funds, and to execute and deliver all other instruments and documents that are necessary in order to receive said Grant Funds or to fulfill the Village's obligations under the Grant Agreement.

ADOPTED this 15th day of August, 2017, pursuant to a roll call vote as follows:

AYES: Mayor Edwenna Perkins, Trustee(s) I. Brandon, H. Yarbrough, A. Sanchez, K. Wellington, M. Lightford, R. Rivers

NAYS: None

ABSENT: None

APPROVED by me this 15th day of August, 2017, and attested to by the Village Clerk this same day.

ATTEST:

Village President

Village Clerk

Exhibit A

Grant Agreement

(attached)

**NOTICE OF SUBGRANT AGREEMENT
BETWEEN
THE COUNTY OF COOK
AND
MAYWOOD POLICE DEPARTMENT**

RECITALS

This **SUBGRANT AGREEMENT** ("Agreement") is entered into between the County of Cook ("County") through its Department of Homeland Security and Emergency Management ("DHSEM"), as authorized by the Cook County Board of Commissioners, a body politic and corporate of the State of Illinois, and Maywood Police Department (the "Grantee"), as authorized by its corporate authority.

WHEREAS, the County has entered into a Memorandum of Understanding (MOU) with the City of Chicago ("Chicago"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Police ("CPD") for the FY2013 Edward Byrne Justice Assistance Grant ("JAG") Program ("Chicago/Cook MOU"); and

WHEREAS, the Chicago/Cook MOU is attached hereto as **Exhibit C**; and

WHEREAS, the Edward Byrne Justice Assistance Grant ("JAG") allows states, tribes and local governments to support a broad range of activities to prevent and control crime based on local needs and conditions; and

WHEREAS, the County is committed to utilizing the funding provided to it under the JAG Program for local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support and criminal justice information systems for anyone or more of the following purpose areas: law enforcement programs; prosecution and court programs; prevention and educations programs; corrections and community corrections programs; drug treatment programs; planning, evaluation and technology improvement programs; and

WHEREAS, the County wishes to use a portion of the JAG funds to reimburse the Grantee for execution of a variety of projects and programs that serve Cook County and the mission of the JAG Program; and

WHEREAS, this grant is to utilize funds from the U.S. Department of Justice ("DOJ") **Federal Year 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) - Award # 2013-DJ-BX-0471**; and

WHEREAS, the County is making available to the Grantee the amount not exceeding \$37,600 for the period of March 1, 2017 to September 30, 2017 to purchase eight (8) computers for police patrol vehicles.

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

SECTION 1: INCORPORATION OF RECITALS

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

SECTION 2: INCORPORATED DOCUMENTS

This Agreement incorporates the following documents, which are attached hereto and made a part of this Agreement:

- Exhibit A: JAG Grantee Scope of Services and Budget Detail Worksheet
- Exhibit B: JAG Grantee Grant Management Workshop PowerPoint Presentation
- Exhibit C: Chicago/Cook County MOU
- Exhibit D: Grantee Disclosure of Pending Applications
- Exhibit E: Grantee Signature Authorization Form
- Exhibit F: Grantee Equipment Inventory Form
- Exhibit G: Grantee Monthly Reporting Form
- Exhibit H: Grantee Monthly Performance Metrics Report
- Exhibit I: JAG Monthly Reimbursement Request Form
- Exhibit J: Grantee Project Modification Request Form

SECTION 3: TERM OF AGREEMENT

The term of this Grant Agreement shall be from March 1, 2017 to September 30, 2017.

SECTION 4: COMPENSATION

The total compensation payable to the Grantee shall not exceed \$37,600.

SECTION 5: CHANGES TO TERMS

5.1. DEOBLIGATION/REPROGRAMMING OF FUNDS

At any time upon written notice by the County, in its sole discretion, including without limitation based on periodic reviews of the spending levels under this Agreement, the County may reduce the maximum compensation and/or committed compensation. Upon reduction of the maximum compensation and/or committed compensation, the Grantee will fully cooperate with the County's deobligation and/or reprogramming of funds. See Section 8, *Compensation*, and other provisions for further terms and conditions related to compensation under this Agreement.

5.2. EXTENSION OPTION

The County may, if in accordance with applicable law, at any time before this Agreement expires, extend it by written notice to the Grantee upon approval by the Grantor. Grantee acknowledges that this Agreement does not create any expectation of renewal or extension.

5.3. EARLY TERMINATION

In addition to its termination rights under Section 10, *Events of Default & Remedies*, the County may terminate this Agreement, or any portion of it remaining to be performed, at any time, (i) upon written notice to Grantee and, if required by applicable law or regulation, with Grantee consent, and (ii) upon written notice to the Grantee if the entity identified in the Local/State/Federal Grant Agreement terminates or suspends the Grant. If the County terminates this Agreement, it will communicate terms to the Grantee for the portions to be terminated.

The effective date of termination will be the later of the effective date stated in the notice or, if no date is given, the date the notice is considered received as provided under Section 15, *Notice*, of this Agreement. The Grantee may terminate this Agreement upon thirty (30) calendar days prior written notice to the County setting forth the reasons for the termination and the effective date.

Upon termination of this Agreement, the Grantee will deliver to the County all finished or unfinished documents, data, studies, and reports prepared by the Grantee under this Agreement. Reimbursement for the work performed before the effective date of such termination will be based upon a proration of the work actually performed by the Grantee to the date of termination, as determined by the County. Payment made by the County, pursuant to such proration, will be in full settlement for all Services, as defined in Section 6.1 below, rendered by the Grantee.

The Grantee must include in the Grantee's contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision. The Grantee will not be entitled to make any early termination claims against the County, resulting from any subcontractor's claims against the Grantee or the County.

5.4. NON-APPROPRIATION

Funding for this Agreement is subject to the availability of funds and their appropriation by the Board of Cook County Commissioners and/or State or Federal funding sources, if applicable. No payments will be made or due to the Grantee under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement. Any grant is void by the operation of law if the County fails to obtain the requisite appropriation to pay the grant.

SECTION 6: GRANTEE RESPONSIBILITIES

6.1. SCOPE OF SERVICES

The Grantee will carry out the Services pursuant to the **JAG Grantee Scope of Services and Budget Detail Worksheet ("Budget Detail Worksheet") attached as Exhibit A**, in accordance with the requirements of this Agreement. The scope of Services is intended to be general in nature and is neither a complete description of the Grantee's Services nor a limitation on the Services which the Grantee will provide. "Services" means, collectively, the services, duties and responsibilities described in this Section 6 and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. **Any request for project or budget revisions must be submitted for review and approval to the County using Exhibit J, the Grantee Project Modification Request Form.**

6.2. STANDARD OF PERFORMANCE

The Grantee acknowledges that the Grantee may be entrusted with or have access to valuable and confidential information and records of the County and with respect to that information, the Grantee agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or payment for any Services by the County does not relieve the Grantee of the Grantee's responsibility for the professional skill, care and technical accuracy of the Services. See subsection 11.1(i), *Warranties and Representations*, regarding failure to comply with licensure requirements.

6.3. BACKGROUND CHECKS

If assignment of personnel is required for the proper completion of the Services or is otherwise required by this Agreement, then Grantee will assign immediately and maintain for the duration of the Services, a staff of competent personnel that is fully licensed, equipped, competent and qualified to perform the Services. The Grantee will retain and make available to the County, state and federal agencies governing funds provided under this Agreement, proof of certification or expertise including, but not limited to, licenses, resumes and job descriptions.

If the Grantee provide any Services to children the Grantee shall, at the Grantee's own cost and expense, comply with all applicable federal, state and local laws, ordinances, policies, procedures, regulations, rules, requirements and executive orders relating to background checks, fingerprinting and screening procedures as in effect from time to time. In connection with the Services, the Grantee will not permit any adult, whether a member of the Grantee staff or otherwise, to be involved with the Services or to have direct contact with children if any applicable legal requirements would prohibit such adult from having such involvement or contact.

6.4. NON-DISCRIMINATION

In performing the Services under this Agreement, the Grantee must comply with applicable laws prohibiting discrimination against individuals and groups, including, but not limited to anti-discrimination laws set forth or referenced in **Exhibit C, the Chicago/Cook MOU**.

6.5. INDEMNIFICATION

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

6.6 EQUIPMENT

The Grantee will comply with all Federal, State and local laws and ordinances regarding property ownership, use and management. This document authorizes purchase of tangible personal property with funds received pursuant to this Agreement ("Equipment") as described in **Exhibit A, the Budget Detail**

Worksheet. "Equipment" means tangible personal property (including information technology systems) having 1) a useful life of more than one year and 2) a per-unit acquisition cost of \$5000 or greater. Equipment purchased under this Agreement will be the property of the County to the extent that such property is not the property of the City of Chicago, federal government or the State of Illinois.

The County shall transfer its title interest in the Equipment to the Grantee, and the Grantee shall accept the responsibility for the storage and use of the Equipment procured under this Agreement. Maintenance shall be done to the highest standard, following the recommended course in user manuals or other best practices for a particular piece of Equipment. The Grantee shall procure, use, manage and dispose of Equipment acquired under this Agreement in accordance with federal and state laws, procedures and policies. Prior to disposition of any Equipment, the Grantee shall notify the County in writing. All Equipment purchased with funding received through this Agreement shall be used for its entire useful life in accordance with the purpose stated in **Exhibit A, Budget Detail Worksheet**, any variation of which shall require the written approval of the County.

The Grantee will maintain a current inventory listing of such Equipment and will deliver a copy of such listing to the County at the end of the period of performance, and after that point shall submit a listing on an annual basis until such Equipment is disposed of. The Grantee shall make any Equipment available for review by the County upon request. The Grantee will return all Equipment to the County, at any time such return is requested by the County.

When this Agreement expires or is terminated, the Grantee will return to the County the balance of any funds received under this Agreement and any accounts receivable attributable to those funds.

6.7. PROGRAM INCOME

The Grantee will return to the County all gross income received by the Grantee that is directly generated by the use of funds received from the County ("Program Income"), in any form or manner the County requires. The County may require the Grantee to return all or part of any Program Income balances the Grantee holds at the end of the performance period, subject to any exceptions described in the applicable state or federal regulations with regard to Program Income.

6.8. RELIGIOUS ACTIVITIES

A. The Grantee warrants that the Grantee will not engage in any inherently religious activities, such as worship, religious instruction, or proselytization, as part of or while carrying out the funded programs or services.

B. The Grantee warrants that if the Grantee does engage in inherently religious activities, such as worship, religious instruction, or proselytization, that:

- (i) Such activities will always be conducted separately, in time or location, from the funded programs or services; and
- (ii) Any participation in such activities on the part of beneficiaries of the funded programs or services must be wholly voluntary.

C. The Grantee warrants that it will not discriminate against a beneficiary or prospective beneficiary of the funded programs or services on the basis of religion, religious belief, or participation or nonparticipation in any inherently religious activities.

6.9. DRUG-FREE WORKPLACE

The Grantee certifies that neither the Grantee nor the Grantee's employees shall engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Agreement. The Grantee must administer a policy designed to ensure that the program facility is free from the illegal use, possession, or distribution of drugs or alcohol by the Grantee's beneficiaries. The Grantee must further maintain a drug free workplace in accordance with the requirements of the *Drug Free Workplace Act of 1988 (41 U.S.C. 81)*, and the *Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.)*.

6.10. ACKNOWLEDGMENT OF FUNDING SOURCES

The Grantee will not make any public announcement with respect to the Services without the prior written approval of the County.

SECTION 7: REPORTING, MONITORING & DOCUMENTATION

7.1. REPORTING REQUIREMENTS

A. Monthly Reporting. The Grantee must submit monthly report forms to the DHSEM upon the completion of each month. Monthly reports will be due on the following dates:

April 10, 2017	May 10, 2017
June 10, 2017	July 10, 2017
August 10, 2017	September 10, 2017

Monthly report submissions must include the **Grantee Monthly Reporting Form, Exhibit G**, as well as the **Grantee Monthly Performance Metrics Report, Exhibit H**, and the **Grantee Equipment Inventory Form, Exhibit F** (as applicable).

B. Close Out Financial Report. The Grantee must submit a final close-out financial report and narrative in a format approved by DHSEM by October 10, 2017 to DHSEM.

7.2. RECORDS; FOIA AND LOCAL RECORDS ACT COMPLIANCE

The Grantee will maintain and make available to the County information such as, but not limited to, dates of and reports or memoranda describing the Grantee's activities that are necessary to assist the County in its compliance with all applicable laws. The Grantee will maintain all documents pertaining to this Agreement including, but not limited to, all financial, statistical, property and participant information documentation.

The Grantee will retain books, documentation, papers, records, statistics, and accounts in connection with this Agreement in a safe place for at least three (3) years after the County and, if applicable, the federal

government determines that the Grantee has met all closeout requirements for this Agreement in compliance with Title 2 U.S. Code of Federal Regulations (C.F.R.) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section 200.333*, unless a different retention period is specified in 2 C.F.R. 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken. Grantee will keep such records open to audit, inspection, copying, abstracting and transcription, and will make these records available to the County, the City of Chicago including its police department, the State and/or federal authorities at reasonable times during the performance of the Grantee's Services and for the time period specified in this paragraph. The Grantee will comply with the record retention requirements contained in **Exhibit C, the Chicago/Cook MOU**.

The Grantee will maintain books, records, and documents, and will adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted federal accounting principles and practices, as set forth in the applicable sections of 2 C.F.R. 200.

The Grantee's failure to maintain any books, records and supporting documents required by this Section will establish a presumption in favor of the County for the recovery of any funds paid under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

No provision in this Agreement granting the County a right of access to records and documents impairs, limits or affects any right of access to such records and documents that the County would have had in the absence of such provisions.

The Grantee acknowledges that the County is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et. seq.*, as amended ("FOIA"). FOIA requires the County to produce records (as defined in FOIA) in response to a FOIA request in a short period of time, unless the records requested are exempt under FOIA. If the County asks the Grantee to produce records within the scope of FOIA, then the Grantee agrees to comply with such request within 48 hours of the date and time of such request. The Grantee's failure to timely comply with such request will be a breach of this Agreement. Documents that the Grantee submits to the County under this Section or otherwise during the term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents that the Grantee submits to be treated as a trade secret or information that would cause competitive harm, FOIA requires that the Grantee mark any such documents as "proprietary, privileged or confidential." If the Grantee marks a document as "proprietary, privileged and confidential", then the County will evaluate whether such document may be withheld under FOIA. The County, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

The Grantee acknowledges that the County is subject to the *Local Records Act, 50 ILCS 205/1 et. seq.*, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the County, the Grantee covenants to use the Grantee's best efforts consistently applied to assist the County in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the Services contemplated in the Agreement.

7.3. AUDIT REQUIREMENTS

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

A. Entities That Are Not "For-Profit".

- (a) This Paragraph applies to Grantees that are not "for-profit" entities.
- (b) Single and Program-Specific Audits. If, during its fiscal year, the Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), the Grantee must have a single audit or program-specific audit conducted for that year as required by 2 C.F.R. 200.501 and other applicable sections of Subpart F of 2 C.F.R. Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 C.F.R. 200.512 (single audit) or 2 C.F.R. 200.507 (program-specific audit). The audit (and package) must be submitted to the County within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the audit period.
- (c) Financial Statement Audit. If, during its fiscal year, the Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:
 - (i) If, during its fiscal year, the Grantee expends more than \$300,000 in Federal and State Awards, singularly or in any combination, the Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).
 - (ii) If, during its fiscal year, the Grantee expends less than \$300,000 in Federal and State Awards, but the total revenue it receives is in excess of \$300,000, the Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).
 - (iii) The Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the audit period.

B. "For-Profit" Entities.

- (a) This Paragraph applies to Grantees that are "for-profit" entities.
- (b) Program-Specific Audit. If, during its fiscal year, the Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards) and State Awards, singularly or in any combination, the Grantee is required to have a program-specific audit conducted in accordance with 2 C.F.R. 200.507. The audit and reporting package (including data collection form and management letters) must be submitted to the County within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the audit period.
- (c) Financial Statement Audit. If, during its fiscal year, the Grantee expends less than \$750,000 in Federal Awards and State Awards combined, the Grantee must follow all of the audit requirements in Paragraphs 7.3(A)(c)(i)-(iii), above.

C. Performance of Audits.

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

The Grantee acknowledges that the County may perform, or cause to be performed, various monitoring procedures relating to the Grantee's award(s) of federal funds, including, but not limited to, any audits or reviews related to compliance with the grant requirements. The Grantee must submit the audit reports to the County within **1 month after the end of the audit period.**

D. Independent Audits and Repayment

The County retains the right to independently audit the Grantee. If the Grantee is found in non-compliance with these audit requirements, by either the County or any federal agency, the Grantee may be required to refund financial assistance received from the County or the applicable federal agency or agencies. The County, CPD, or the federal government may in its sole discretion audit the Grantee's records or those of the Grantee's contractors, or both, at any time during the Term or within three (3) years after the County and, if applicable, the federal government determines that the Grantee has met all closeout requirements for this Agreement, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period". If, as a result of such an audit, it is determined that the Grantee or any of the Grantee's contractors have overcharged the County in the audited period, or otherwise failed to comply with 2 C.F.R. 200, the County will notify the Grantee. The Grantee must then promptly reimburse the County for any amount the County has paid the Grantee due to overcharges, non-compliance with 2 C.F.R. 200, and also any costs incurred as a result of the audit.

7.4. CONFIDENTIALITY

A. All reports, deliverables and documents prepared, assembled or encountered by or provided to the Grantee under this Agreement are property of the County and are confidential to the extent authorized under law. The Grantee warrants and represents that, except as may be required by law, the reports, deliverables and documents will not be made available to any other individual or organization without the prior written consent of the County. The Grantee will implement measures to ensure that the Grantee's staff and the Grantee's contractors will be bound by this Section.

B. The Grantee must not issue any publicity, news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding the Grantee's Services or the project to which the Services pertain without the prior written consent of the County. If the Grantee is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in the Grantee's possession by reason of this Agreement, the Grantee must immediately give notice to the County with the understanding that the County will have the opportunity to contest such process by any means available to it, before such records or documents are submitted to a court or other third party. The Grantee will not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

7.5. MONITORING

The Grantee will allow the County to (i) have access at all times to all documents related to the approved projects under this Agreement whenever requested by appropriate staff members of the County; (ii) have access at all times to staff, facilities and Equipment supported under this Agreement whenever requested; and (iii) make physical inspections of the premises the Grantee uses in the performance of the Services and to require such physical safeguards to protect the Equipment authorized including, but not limited to, requiring locks, alarms, safes, fire extinguishers and sprinkler systems.

The Grantee shall report and get prior approval for (i) any modifications or changes to any Equipment; (ii) any program or Equipment changes before any costs are incurred; and (iii) the disposal or salvage any Equipment acquired through funds awarded under this Agreement.

The Grantee shall record any approved changes on **Exhibit F, the Grantee Equipment Inventory Form.**

7.6. INTELLECTUAL PROPERTY

A. Patents and Copyrights

The County reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for County purposes, including, but not limited to, commercial exploitation: (i) the copyright or patent in any work developed under this Agreement; and (ii) any rights of copyright or patent to which the Grantee purchase ownership with the funds awarded pursuant to this Agreement.

If the federal government determines that a patent or copyright which is developed or purchased by the Grantee serves a federal government purpose, a royalty-free, non-exclusive and irrevocable license will vest in the federal government.

Any discovery or invention arising out of, or developed in conjunction with the Services will be promptly and fully reported to the federal government for a determination as to whether patent protection on such invention or discovery should be sought. The rights to such patent will be administered as set forth above and in *37 C.F.R. Part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"* and implementing regulations.

B. Ownership of Documents

All required submittals, including but not limited to work products, materials, documents, and reports, if any, described in **Exhibit A, the Budget Detail Worksheet,** will be the property of the County. During the performance of the Services, the Grantee will be responsible for any loss or damage to the documents while they are in the Grantee's possession and any such document lost or damaged will be restored at the Grantee's expense. If not restorable, the Grantee will be responsible for any loss suffered by the County on account of such destruction. Full access to all finished or unfinished documents, data, studies and reports to be prepared by the Grantee hereunder during the performance of Services will be available to the County during normal business hours upon reasonable notice.

C. Hold Harmless

Unless prohibited by state law, upon request by the Federal government, the Grantee will indemnify, save, and hold harmless the County and its commissioners, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful

or intentional violation by the Grantee of proprietary rights, patents, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any material or data produced under the Agreement.

SECTION 8: COMPENSATION

8.1. BASIS OF PAYMENT

The Grantee will be compensated for Services performed and costs incurred and paid directly by the Grantee pursuant to **Exhibit A, the Budget Detail Worksheet**, which is attached to this Agreement and incorporated by reference as if fully set forth herein. The Grantee shall submit all requests for reimbursement using **Exhibit I, the JAG Monthly Reimbursement Request Form**.

8.2. METHOD OF PAYMENT

The Grantee will submit requests for reimbursement identifying the payment due for the Services performed and/or costs incurred and paid directly by the Grantee in such detail and supported by such documents as the County may require. The County will reject any reimbursement requests that include costs that were incurred or paid by any party other than the Grantee. The County will use reasonable efforts to respond to the Grantee's request for reimbursement within 30 calendar days after submission by either (i) processing the payment or (ii) notifying the Grantee of the way in which the request is deficient and the adjustments the Grantee must make in order to receive payment. Within 15 days after receiving such notification from the County, and after completing such adjustment, the Grantee may resubmit a revised request for reimbursement and the County thereafter will use reasonable efforts to respond to the Grantee's request within 15 days. The requests for reimbursement and supporting documents will be sent via email to the following address:

With a copy to: steven.burris@cookcountyil.gov
 vicki.wilson2@cookcountyil.gov

The Grantee waives all rights to payment if the request for reimbursement is submitted after the termination or completion of this Agreement. Costs incurred by the Grantee after the expiration date or after earlier termination of this Agreement will not be paid by the County.

8.3. ALLOWABLE COSTS

All costs allowed by the County and the DHSEM are not considered final and may be disallowed upon the completion of audits ordered or performed by the County or the appropriate federal or state agency. In the event of a disallowance, the Grantee will refund the amount disallowed to the County.

Only costs detailed in **Exhibit A, the Budget Detail Worksheet** will be eligible for reimbursement.

8.4. PROCUREMENT

Grantee shall be responsible for procuring the Reimbursable Items in accordance with its own procurement procedures, provided that such procurement procedures are consistent with the procurement guidelines set forth in *2 C.F.R. 200.317 to 200.326* and **Exhibit C, the Chicago/Cook MOU** governing the use of the funds provided thereby.

SECTION 9: NON-SOLICITATION

The Grantee warrants and represents that the Grantee has not employed any person solely for the purpose of soliciting or procuring this Agreement, and have not made, and will not make, any payment or any agreement for the payment of any commission, percentages brokerage, contingent fee or other compensation in connection with the procurement of this Agreement.

SECTION 10: EVENTS OF DEFAULT & REMEDIES

10.1. EVENTS OF DEFAULT DEFINED

In addition to any others mentioned elsewhere in this Agreement, the following constitute events of default:

- A. Any material misrepresentation, whether negligent or willful, made by the Grantee to the County.
- B. Any material failure by the Grantee to perform any of the Grantee's obligations under this Agreement including, but not limited to, the following:
 - (i) Failure to adhere to the Budget Detail Worksheet as provided in the approved application;
 - (ii) Failure to have and maintain all professional licenses required by law to perform the Services;
 - (iii) Failure to timely perform the project outlined in the approved application;
 - (iv) Failure to perform in a manner satisfactory to the County, or inability to perform satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (v) Failure to submit reports as required by this Agreement;
 - (vi) Failure to comply with any other material term or condition of this Agreement; and
 - (vii) Any other acts specifically stated in this Agreement as constituting an act or event of default.
- C. Default by the Grantee under any other agreement the Grantee may have with the County during the Term. The Grantee consents that in the event of a default under this Agreement, the County may also declare a default under any other agreements the County has with the Grantee.
- D. The Grantee's failure to comply with Section 11.5, *Compliance with all Laws*, in the performance of the Agreement.
- E. The Grantee's violations of County ordinance(s) unrelated to performance under the Agreement that in the opinion of the County indicate a willful or reckless disregard for County ordinances and regulations.
- F. Any action or failure to act by the Grantee that causes the County to be in violation of any agreements it has with Federal or State departments or agencies.
- G. Any change in ownership or control of the Grantee without the prior written approval of the County (when such prior approval is permissible by law), which approval the County will not unreasonably withhold.

10.2. REMEDIES

The occurrence of any event of default permits the County, at the County's sole option, to declare the Grantee in default. The County may in its sole discretion give the Grantee an opportunity to cure the default by providing a revised spending plan and budget worksheet within a certain period of time, which period of time must not exceed thirty (30) days, unless extended by the County. The County will give the Grantee written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the County gives a Default Notice, the County will also indicate any present intent the County may have to terminate this Agreement. The decision to terminate is final and effective upon giving the notice. If the County decides not to terminate, this decision will not preclude the County from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The County may give a Default Notice if, within the cure period given in a Cure Notice, in the sole opinion of the County, the Grantee failed to effect a cure or failed to commence and continue diligent efforts to cure the event of default.

Following or at the same time as the Default Notice, the County may invoke any or all of the following remedies: (i) the right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County; (ii) the right to withhold all or any part of the Grantee's compensation and (iii) the right to seek reimbursement of all or any part of the Grantee's compensation.

If the County considers it to be in the County's best interests, it may elect not to declare default or to terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits the Grantee to continue to provide the Services despite one or more events of default, the Grantee will in no way be relieved of any of the Grantee's responsibilities, duties or obligations under this Agreement nor will the County waive or relinquish any of its rights.

The remedies under the terms and conditions of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default will impair any such right or power nor will it be construed as a waiver of any event of default or acquiescence in it, and every such right and power may be exercised from time to time and as often as the County deems expedient.

SECTION 11: MISCELLANEOUS PROVISIONS

11.1. WARRANTIES AND REPRESENTATIONS

The Grantee acknowledges, represents, warrants and covenants, as of the date of this Agreement and throughout the Term, that:

(i) the Grantee is appropriately licensed and/or certified under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license and/or certification is required by law and for which the Grantee is not appropriately licensed and/or certified;

(ii) no officer, agent or employee of the County is employed by the Grantee or has a financial interest directly or indirectly in this Agreement or the compensation to be paid, except as may be permitted in writing by the County; that no payment, gratuity or offer of employment will be made by or on behalf of any subcontractors of any tier, as an inducement for the award of a subcontract or order; and

(iii) the Grantee is financially solvent; the Grantee and each of the Grantee's employees, agents and subcontractors of any tier are competent to perform the Services required under this Agreement; and the Grantee is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(iv) the Grantee will not knowingly use the services of any ineligible contractor or subcontractor for any purpose in the performance of the Services under this Agreement;

(v) the Grantee has carefully examined and analyzed the provisions and requirements of this Agreement and the Grantee warrants that it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement; and

(vi) any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 5.3, *Early Termination*, and 10.1, *Events of Default Defined*, of this Agreement;

11.2. INSPECTOR GENERAL

It is the Grantee's duty and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a County contract or program, and all of the Grantee's officers, directors, agents, partners, and employees of and any of such bidder, proposer, contractor, subcontractor or such applicant to abide by all of the applicable provisions of the *Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances)*. Failure to cooperate as required may result in monetary and/or other penalties.

11.3. WHOLE AGREEMENT-INTEGRATION

This Agreement, including attached **Exhibits A through J**, constitutes the entire agreement between the parties, and no warranties, representations, inducements, considerations, promises or other inferences will be implied that are not expressly stated in the Agreement. Except as described in Section 11.4(A), *Modifications and Amendments*, no variation or amendment of this Agreement and no waiver of its provisions are valid unless in writing and signed by the Grantee's duly authorized officer and those of the County. This Agreement supersedes all oral or written agreements or understandings on the subject of this Agreement between the Grantee and the County. **Exhibit D, Grantee Disclosure of Pending Applications** must be executed, completed and returned upon execution of this Agreement if not previously provided to the County.

11.4. MODIFICATIONS AND AMENDMENTS

A. This Agreement is subject to such modifications as the County determines may be required by changes in Federal, State or local law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein.

B. This Agreement is subject to such modifications that are mutually agreed to in writing by the Grantee and the County, in the form of an amended **Exhibit A, Budget Detail Worksheet**.

C. Except as described in Section 11.4(A) and 11.4(B), no changes, amendments, modifications, cancellations or discharges of this Agreement, or any part of it are effective unless in writing and signed by the Grantee and the County, or their respective successors and assigns.

11.5. COMPLIANCE WITH ALL LAWS

The Grantee must observe and comply with all applicable laws, ordinances, rules, executive orders and regulations of the federal, state and local government, which may in any manner affect the performance of this Agreement, all of which will be deemed to be included in this Agreement the same as though written herein in full.

11.6. COMPLIANCE WITH ACCESSIBILITY LAWS

The Grantee will comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to: *the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794.* In the event the above cited standards are inconsistent, the Grantee will comply with the standard providing greater accessibility.

11.7. NO FEDERAL, STATE OR COUNTY OBLIGATIONS TO THIRD PARTIES

The Grantee acknowledges that this Agreement does not give rise to any liability or obligation for the federal government or the State of Illinois. This Agreement is made for the sole benefit of the County and the Grantee and the respective successors and assigns of the County and the Grantee and no other party shall have any legal interest of any kind hereunder or by reason of this Agreement. Whether or not the County elects to employ any or all of the rights, powers or remedies available to it hereunder, the County shall have no obligation or liability of any kind to any third party by reason of this Agreement or any of the County's actions or omissions pursuant hereto or otherwise in connection herewith.

11.8. NON-LIABILITY OF PUBLIC OFFICIALS

Neither the Grantee, the Grantee's assignees, nor the Grantee's subcontractors are permitted to charge personally the President of the Cook County Board, any Commissioner, official, employee or agent of the County with any liability or expenses of defense or be held personally liable to the Grantee under any term or condition of this Agreement, because of the County's execution or attempted execution of this Agreement, or because of its breach.

11.9. INDEPENDENT AGENCY

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the parties. The rights and the obligations of the parties will be only those expressly set forth in this Agreement. The Grantee will perform under this Agreement as an independent agency to the County and not as a representative, employee, agent, or partner of the County.

11.10. INTERNATIONAL ANTI-BOYCOTT

The Grantee certifies that neither the Grantee nor any substantially owned affiliated company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979 or its enabling regulations.

11.11. JOINT AND SEVERAL LIABILITY

If the Grantee, or the Grantee's successors or assigns, are comprised of more than one person, then every obligation or undertaking to be fulfilled or performed by the Grantee will be the joint and several obligation or undertaking of each such person.

11.12. CONFLICT OF INTEREST

No member of the governing body of the County or other units of government and no other officer, employee, or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services will have any personal interest, direct, or indirect, in this Agreement. No member or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or its President, or County employee will be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

The Grantee covenants that the Grantee, the Grantee's officers, directors and employees, and the officers, directors and employees of each of the Grantee's members and the Grantee's contractors, presently have no interest and will acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services. The Grantee further covenants that no person having any such interest will be employed. The Grantee acknowledges that if the County determines that any of the Grantee's services for others conflict with the Services, the Grantee will terminate such other services immediately upon request of the County.

No person who is an employee, agent, officer, or elected or appointed official of the County and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement or their proceeds, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one year thereafter.

The Grantee shall establish safeguards to prohibit officers, directors, agents, employees and family members from using positions of employment for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain for themselves or others, particularly those with whom they have family business or other ties. Safeguards, evidenced by rules or bylaws, shall be established to prohibit persons from engaging in actions, which create or which appear to create a conflict of interest as described herein.

11.13. COOPERATION WITH COUNTY

The Grantee will cooperate fully with the County and act in the County's best interests. The Grantee agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as the County in its sole discretion deems necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

11.14. WAIVER

Nothing in this Agreement authorizes the waiver of any requirement or condition contrary to law or ordinance or which would result in or promote the violation of any federal, state or local law or ordinance. Whenever the County, by a proper authority, waives the Grantee's performance in any respect or waives a requirement or condition to either the County's or the Grantee's performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver will be construed as a modification of the Agreement regardless of the number of times the County may have waived the performance, requirement or condition.

11.15. GOVERNING LAW

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

11.16. SEVERABILITY

If any provision of the Agreement is held to be or in fact is illegal, inoperative or unenforceable on its face or as applied in any particular case, in any jurisdiction (or in all cases because it conflicts with any other provision of this Agreement, or any constitution, statute, municipal ordinance, rule of law or public policy, or for any other reason), that circumstance will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision of this Agreement illegal, invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement does not affect the remaining portions of this Agreement or any part of it.

11.17. INTERPRETATION

Any headings in this Agreement are for convenience of reference only and do not define or limit its provisions. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to any exhibit, appendix or document include all supplements and/or amendments to any such exhibits, appendices or documents entered into in accordance with the terms and conditions of this Agreement. All references to any person or entity include any person or entity succeeding to the rights, duties, and obligations of the person or entity in accordance with the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any exhibits to it, the terms and conditions in the body of this Agreement control.

11.18. NONASSIGNABILITY

The Grantee will not assign all or any part of the Grantee's work or responsibilities under this Agreement without the prior written consent of the County; but any such consent will not relieve the Grantee of the Grantee's obligations under this Agreement. Any transfer or assignment without the prior written consent of the County constitutes an event of default under this Agreement and is void as to the County. The County reserves the right to assign, in whole or in part, any funds, claims or interests, due or to become due, under this Agreement.

11.19. THE GRANTEE'S AUTHORITY

The Grantee's execution of this Agreement shall be authorized by a resolution, ordinance or other evidence of legal authority from the Grantee's governing body. The signature of the individual signing on the Grantee's behalf has been made with complete and full authority to commit the Grantee to all the terms and conditions of this Agreement. Evidence of signature authority should be forwarded along with **Exhibit E, Grantee Signature Authorization Form** to the County with the executed Agreement.

11.20. DEEMED INCLUSION

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

SECTION 12: NOTICE OF CHANGE IN CIRCUMSTANCES

If the Grantee, the Grantee's parent or related corporate entity, becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement, the Grantee must immediately notify the County in writing. The Grantee must also notify the County regarding incidents that significantly impact the health and safety of clients or incidents that could result in the interruption of service.

The Grantee certifies that the Grantee is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of the Grantee's knowledge, that the Grantee is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should the Grantee become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, the Grantee shall promptly notify the County of any such investigation. The Grantee acknowledges that should the Grantee later be subject to a cease and desist order or other legal decree, or found in violation of regulatory action or any court action or proceeding before any administrative agency, that the County is authorized to declare the Grantee in default of this Agreement and suspend or terminate this Agreement.

SECTION 13: INSURANCE

Grantee must provide and maintain, at Grantee's own expense, during the term of this Agreement and any time period following expiration if Grantee is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below or evidence of self-insurance, insuring all operations related to this Agreement.

13.1 INSURANCE TO BE PROVIDED

A. Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide Services under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

B. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage liability is required. Coverages must include the following: All premises and operations, products/completed operations, separation of insured's, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services

C. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Grantee must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

D. Professional Liability

When any professional Grantees perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

13.2 ADDITIONAL INSURANCE REQUIREMENTS

- A. The Grantee must furnish the Cook County DHSEM original Certificates of Insurance, or similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Grantee must submit evidence of insurance prior to any Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from the Grantee is not a waiver by the County of any requirements for the Grantee to obtain and maintain the specified coverages. The Grantee must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve the Grantee of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.
- B. The insurance must provide for sixty (60) days prior written notice to be given to the County in the event that coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by the Grantee. The Grantee agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- C. The coverages and limits furnished by the Grantee in no way limit the Grantee's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by the Grantee under this Agreement.
- D. The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- E. The Grantee must require all Subcontractors to provide the insurance required in this Agreement, or Grantee may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as the Grantee, unless otherwise specified in this Agreement. If either the Grantee or a Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- F. The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "Risk Management Office" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

SECTION 14: MANDATORY GRANTS TRAINING SESSION

DHSEM will provide a JAG Grantee Workshop in order to provide information and resources pertaining to the roles and responsibilities of DHSEM and Grantees regarding the JAG Program. **See, Exhibit B, JAG Grantee Grant Management Workshop PowerPoint Presentation. No funding will be awarded by the County unless a representative of the Grantee attends one of the two mandatory Workshops to be held in 2017. Dates and times are to be determined by DHSEM and will be provided to the Grantee.** Further information regarding the JAG Grant Program can be found in the most recent version of the DOJ Financial Guide at the following Web address: https://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf

SECTION 15: NOTICE

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

Notices to the County/DHSEM shall be addressed to:

Ms. Vicki Wilson
Attn: Director of Financial Control
Cook County Department of Homeland Security and Emergency Management
69 West Washington Street, Suite 2600
Chicago, Illinois 60602
vicki.wilson2@cookcountyil.gov

Notices to Grantee shall be addressed to:

Lawrence Connor
Detective
Maywood Police Department
125 South 5th Avenue
Maywood, IL 60153
lconnor@maywoodpolice-il.org

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

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

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

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

**ON BEHALF OF COOK COUNTY:
DEPARTMENT:**

By: _____

Name: Mark Edingburg

Title: Interim Executive Director

Date: _____

ON BEHALF OF MAYWOOD POLICE

By: _____

Name: Validimir Talley Jr.

Title: Chief of Police/ Maywood Police

Date: 7-29-17



Cook County Department of Homeland Security and Emergency Management
JAG Grantee Scope of Services and Budget Detail Worksheet

EXHIBIT A

Grantee Organization: _____
Program Category: _____

DHSEM Contract #: _____
JAG Grant Award Year: 20____

Scope of Services: _____

Budget Detail:

Operating Expense	Total Award Amount
* Salaries	\$ -
* Fringe Benefits	\$ -
* Professional Tech/Consultant	\$ -
* Transportation/Travel	\$ -
* Equipment Less Than \$5,000	\$ -
* Supplies	\$ -
* Other	\$ -
Sub-Total	\$ -
Capital Equipment	\$ -
* Computer Equipment	\$ -
* Vehicles	\$ -
* Other, specify: _____	\$ -
Sub-Total	\$ -
Total	\$ -

TO BE COMPLETED BY DHSEM

DUNS Number _____

SAM Active Status Expiration Date ____/____/____

DHSEM Verifier Name _____ DHSEM Verifier Signature _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. 2017-40

**A RESOLUTION AUTHORIZING ACCEPTANCE OF
A FEDERAL JUSTICE ASSISTANCE GRANT THROUGH THE
COOK COUNTY DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT – FEDERAL YEAR 2013 EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT IN THE AMOUNT OF \$37,600**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 15th day of August, 2017, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 15th day of August, 2017.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Edwenna Perkins, Trustee(s) I. Brandon, H. Yarbrough, A. Sanchez, K. Wellington, M. Lightford, R. Rivers

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 15th day of August, 2017.

Village Clerk

[SEAL]