

**SUBAWARD AGREEMENT  
BETWEEN  
THE COUNTY OF COOK  
AND  
THE VILLAGE OF SCHAUMBURG, ILLINOIS**

**THIS SUBAWARD AGREEMENT** (“Agreement”) is entered into between the County of Cook (“County”), a body politic and corporate of the State of Illinois, acting through its Department of Emergency Management and Regional Security (“EMRS”), and the Village of Schaumburg, Illinois (“Subrecipient”), a body politic and corporate of the State of Illinois.

**RECITALS**

**WHEREAS**, the U.S. Department of Homeland Security (“DHS” or “Federal Awarding Agency”) administers the Homeland Security Grant Program (“HSGP”), which is comprised of three grant programs, one of which is the Urban Area Security Initiative (“UASI”) grant program; and

**WHEREAS**, on August 25, 2020, DHS awarded the State of Illinois (“State”), through its Illinois Emergency Management Agency (“IEMA”), a 2020 UASI grant (CFDA # 97.067, Federal Award Identification Number EMW-2020-SS-00013-S01); and

**WHEREAS**, pursuant to Agreement No. 2020UASICOOK (“2020 IEMA Agreement”), a copy of which agreement is attached hereto as Exhibit A, IEMA awarded the County a 2020 UASI grant in an amount not exceeding \$20,201,416.67 to utilize for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events; and

**WHEREAS**, statewide deployable team planning, training, exercises and equipment will support primary efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism, and other threats and hazards posing the greatest risk to Cook County; and

**WHEREAS**, the County wishes to subaward a portion of the 2020 IEMA Agreement (“Subaward” to Subrecipient as further detailed in this Agreement; and

**NOW, THEREFORE**, County and Subrecipient agree as follows:

**ARTICLE I  
INCORPORATION OF RECITALS**

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

**ARTICLE II**  
**SUBRECIPIENT INFORMATION AND CERTIFICATION**

2.1. Nature of Entity; FEIN Number; DUNS Number. Subrecipient certifies the following information is true and accurate:

Subrecipient is  a unit of government,  an institution of higher education,  a nonprofit organization;

Subrecipient's correct FEIN is 36-2491861; and

Subrecipient's correct DUNS number is 09-475-8299.

2.2. Standing and Authority. Subrecipient warrants that:

- i. Subrecipient has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it regarding this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- ii. The execution and delivery of this Agreement, and the other documents to be executed by Subrecipient regarding this Agreement, and the performance by Subrecipient of its obligations hereunder have been duly authorized by all necessary entity action.
- iii. It recognizes this Agreement and all other documents related to this Agreement, including the 2020 IEMA Agreement, all applicable Federal laws, regulations, rules, and guidance, constitute the legal, valid and binding obligations of Subrecipient enforceable against Subrecipient in accordance with their respective terms.

2.3 Certification. By executing this Agreement, Subrecipient certifies (i) all representations made in this Agreement are true and correct and (ii) all funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein.

Subrecipient acknowledges the Subaward is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all funds awarded to Subrecipient.

**ARTICLE III**  
**TERMS AND CONDITIONS**

3.1 Term and Extension. The term of this Agreement shall commence upon execution ("Effective Date") and shall expire on July 31, 2023 ("Expiration Date"), unless terminated pursuant to this Agreement. This Agreement may only be extended upon the written agreement of the parties and as

permitted by DHS at its sole discretion. In no event shall payments be made for obligations incurred, equipment purchased, or work performed before the Effective Date or after the Expiration Date of this Agreement.

3.2 Purpose of Agreement. The purpose of this Agreement is to subaward Subrecipient a 2020 Grant funds for the Subrecipient project ("Project") described in Exhibit B, Project Scope and Budget Detail ("Scope/Budget Detail"), attached hereto and made a part hereof. The Subaward is not a research and development award and any indirect costs associated with the Project are not an allowable Project cost.

3.3 Amount of Subaward and Use of Funds. The Subaward is for an amount not to exceed **One Hundred Seventy-Five Thousand Dollars (\$175,000.00)** and shall only be used to conduct the Project and for no other purpose whatsoever.

3.4 Grant Assurances; Other Requirements.

(a) Subrecipient shall comply with all the conditions and limitations set forth in the 2020 IEMA Agreement.

(b) In addition to complying with terms and conditions of the 2020 IEMA Agreement, Subrecipient shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, County policies and requirements and any conditions imposed by DHS and IEMA (collectively "Requirements") including but not limited to the following:

- i. Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2020 Homeland Security Grant Program  
([https://www.fema.gov/sites/default/files/2020-08/fema\\_homeland-security-grant-program-nofo\\_fy-2020.pdf](https://www.fema.gov/sites/default/files/2020-08/fema_homeland-security-grant-program-nofo_fy-2020.pdf))
- ii. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance")  
(<https://www.gpo.gov/fdsys/pkg/C.F.R.-2014-title2-vol1/pdf/C.F.R.-2014-title2-vol1-part200.pdf>)
- iii. The Department of Homeland Security's Standard Terms and Conditions for Fiscal Year 2020  
([https://www.dhs.gov/sites/default/files/publications/fy20\\_dhs\\_standard\\_terms\\_and\\_conditions\\_v10.1\\_dated\\_12-31-2019.pdf](https://www.dhs.gov/sites/default/files/publications/fy20_dhs_standard_terms_and_conditions_v10.1_dated_12-31-2019.pdf))
- iv. Illinois Emergency Management Agency Federal Grants Policy Manual  
([https://www2.illinois.gov/iema/ITTF/Documents/IEMA\\_Federal\\_Grants\\_Policy\\_Manual.pdf](https://www2.illinois.gov/iema/ITTF/Documents/IEMA_Federal_Grants_Policy_Manual.pdf))

All Requirements applicable to the Subaward are hereby incorporated into this Agreement by reference as if fully set forth herein.

(b) By executing this Agreement, Subrecipient acknowledges and agrees it is assumed to have read, understood, and accepted all Requirements as binding.

3.5 Administrative Requirements. Subrecipient acknowledges and agrees that the County is acting as a "pass-through entity" (as such term is defined in 2 C.F.R. § 200.74) for the Subaward and that the County shall have the rights and obligations relating to the Subaward and its administration as set forth in this Agreement and in the Uniform Guidance.

3.6 National Incident Management System Implementation and Reporting.

(a) Subrecipients receiving HSGP funding are required to implement the National Incident Management System ("NIMS") and must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources. A sample resource typing form is attached at Exhibit C. (The NIMS Training Program and the NIMS Implementation Objectives can be found at <https://www.fema.gov/training-0> and <https://www.fema.gov/implementation-guidance-and-reporting>, respectively.)

(b) All exercises conducted with funds provided through this Agreement must be NIMS compliant and managed and executed in accordance with the Homeland Security Exercise and Evaluation Program.

3.7 Procurement Requirements. Subrecipient shall follow its own procurement requirements if those requirements comply with all applicable federal and State of Illinois, County and local laws, statutes, regulations, requirements, policies, guides, guidelines and instructions, including the most recent restrictions on the purchase of general purpose equipment and on purchases of specified controlled equipment. See, 2 C.F.R. § 200.318

3.8 Accounting Requirements. Subrecipient shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement. The Subrecipient shall keep records sufficient to permit the tracking of funds to ensure that expenditures are made in accordance with this Agreement and federal requirements.

3.9 Financial Management and System of Internal Controls. As prescribed at 2 C.F.R. § 200.303, Subrecipient must:

- i. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that it is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.
- ii. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- iii. Evaluate and monitor its compliance with statutes, regulations, and the terms and conditions of Federal awards.
- iv. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

- v. Take reasonable measures to safeguard protected personally identifiable information and other information DHS, FEMA, IEMA or the County designate as sensitive or Subrecipient considers sensitive consistent with applicable Federal, State and local laws regarding privacy and obligations of confidentiality.

### 3.10 Audit Requirements.

(a) If Subrecipient expends \$750,000 or more in Federal awards (defined at 2 C.F.R. §200.38) (from all sources including pass-through subawards) during a fiscal year, Subrecipient shall arrange for a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Subpart F. Such audit must be submitted to EMRS no later than nine (9) months after the end of the Subrecipient's fiscal year.

(b) If Subrecipient expends less than \$750,000 in Federal awards during its fiscal year and is not subject to the audit requirements in 3.9.1, Subrecipient must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards; if Subrecipient expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards. Subrecipient shall submit these financial statement audit reports to EMRS either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

3.11 Project or Budget Revisions. The Subrecipient shall only use the funds provided under this Agreement for the itemized expenditures identified in the Project's Scope/Budget Detail and shall not spend more than the specified amount for each such itemized expenditure. The Subrecipient may request, in writing, approval from EMRS to modify the expenditures itemized or the amounts specified in the Project's Scope/Budget Detail. Any request for project or budget revisions must be submitted for review and approval to the County using the Project Modification Request Form (Exhibit D). This request shall be submitted in the form and manner specified by the EMRS. The Subrecipient must obtain EMRS's written approval prior to making an expenditure that is not in compliance with the Project's Scope/Budget Detail.

3.12 Project Completion. Subrecipient shall complete the Project, which includes, but is not limited to ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by the Expiration Date of this Agreement. The Subrecipient shall pay out its Subaward funds, submit to EMRS a final report and documentation of expenditures made, and submit to EMRS all requests for payment no later than forty-five (45) days after the Expiration Date. EMRS has the discretion, and reserves the right, to not reimburse the Subrecipient for an expenditure that does not comply with all the requirements established in this paragraph.

3.13 Reporting. Subrecipient shall submit financial expenditure and informational reports to the County in a form and frequency established by the County. Financial reports shall include information regarding the encumbrance and expenditure of funds for the Project set forth in the Project's Scope/Budget Detail. Informational reports shall include information regarding any or all items requested by the County, including the status of any contracts or Subrecipient procedures required to

pay for, carry out or authorize the provision of the Project.

3.14 Close Out Financial Report. Subrecipient must submit to EMRS a final close-out financial report and narrative in a format approved by EMRS by June 30, 2023, using the format provided in Exhibit E.

3.15 Record Keeping. Subrecipient shall (1) maintain records for equipment, non- expendable personal property, and real property and (2) as often as deemed necessary by DHS, FEMA, IEMA, County or any of their duly authorized representatives, permit DHS, FEMA, IEMA, Auditor General, Attorney General or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Subrecipient involving transactions related to this Agreement . This provision requires, at a minimum, that Subrecipient shall (i) cooperate with any compliance review or complaint investigation conducted by the DHS, FEMA, IEMA or the County, (ii) maintain appropriate backup documentation, and (iii) comply with all other special reporting, data collection and evaluation requirements as may be required by DHS, FEMA, IEMA or the County. Subrecipient acknowledges the funds provided by this Agreement are federal pass-through funds that must be accounted for in the jurisdiction's single audit, if required, pursuant to the Uniform Guidance.

3.16 Remedies for Noncompliance.

(a) Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 3.4, above, the Federal Awarding Agency, IEMA or the County shall have the right to take one or more of the actions set forth in 2 C.F.R. § 200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of this Agreement, and the disallowing of certain costs incurred under this Agreement. Any costs incurred by Subrecipient during a suspension or after termination of this Agreement shall not be considered allowable under this Agreement unless allowed under 2 C.F.R. § 200.342. Subrecipient shall be liable to the Federal Awarding Agency, IEMA or the County for any funds used by Subrecipient in violation of any Requirements, and Subrecipient shall indemnify and hold harmless the County for any sums the Federal Awarding Agency or IEMA determines Subrecipient used in violation of such Requirements.

(b) Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal Awarding Agency, IEMA or the County in accordance with the provisions set forth in 2 C.F.R. § 200.341.

3.17 Termination. Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by DHS, IEMA or the County as set forth in 2 C.F.R. § 200.339. Subrecipient shall have the right to terminate this Agreement only as set forth in 2 C.F.R. § 200.339. In the event the Agreement is terminated, all obligations and requirements of this Agreement and the Subaward shall survive and continue in full force and effect with respect to any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

## **ARTICLE IV PAYMENT**

4.1 Basis of Payment. The Subrecipient will be reimbursed on a cost reimbursement basis for allowable Project costs incurred and paid directly by the Subrecipient pursuant to the Project Scope and Budget Detail. The Subrecipient shall submit all requests for reimbursement using the Monthly Reimbursement Request Form (Exhibit F).

4.2 Method of Payment.

(a) Subrecipient will submit requests for reimbursement identifying the payment due for the Project costs incurred and paid directly by the Subrecipient in such detail and supported by such documents as the County may require. Request(s) for reimbursement and supporting documents should be sent via email to [EMRS.Finance@cookcountyil.gov](mailto:EMRS.Finance@cookcountyil.gov).

(b) The County will reject any reimbursement requests that include costs that were incurred or paid by any party other than the Subrecipient. The County will use reasonable efforts to respond to the Subrecipient's request for reimbursement within 30 calendar days after submission by either (i) processing the payment or (ii) notifying the Subrecipient of the way in which the request is deficient and the adjustments the Subrecipient must make to receive payment. Within 15 days after receiving such notification from the County, and after completing such adjustment, the Subrecipient may resubmit a revised request for reimbursement and the County thereafter will use reasonable efforts to respond to the Subrecipient's request within 15 days.

4.3 Waiver of Payment. The Subrecipient waives all rights to payment if the request for reimbursement is submitted after the termination or completion of this Agreement. Costs incurred by the Subrecipient after the Expiration Date or after earlier termination of this Agreement will not be paid by the County.

4.4. Allowable Costs. All costs allowed by the Federal Awarding Agency, IEMA and/or EMRS are not considered final and may be disallowed upon the completion of audits ordered or performed by the County or the appropriate federal agency. In the event of a disallowance, the Subrecipient will refund the amount disallowed to the County.

4.5 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The County may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the County by the Federal funding source or (ii) the County determines that funds will not or may not be available for payment. The County shall provide notice, in writing, to Subrecipient of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.6 Certification. Pursuant to 2 C.F.R. § 200.415, each invoice and report submitted by Subrecipient must contain the following certification by an official authorized to legally bind the Subrecipient:

By signing this report/payment request, I certify to the best of my knowledge and belief that the report/payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

## **ARTICLE V REPRESENTATIONS AND WARRANTIES**

Subrecipient represents and warrants that each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

- i. Legal Authority. Subrecipient's execution of this Agreement is authorized by a resolution, ordinance or other evidence of legal authority from the Subrecipient's governing body. The signature of the individual signing on the Subrecipient's behalf has been made with complete and full authority to commit the Subrecipient to all the terms and conditions of this Agreement. Subrecipient must provide evidence of signature authority and the Subrecipient Signature Authorization Form (Exhibit G) to the County with the executed Agreement.
- ii. No Misstatements. No document furnished or to be furnished by Subrecipient to the County in connection with this Agreement, any reimbursement request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.
- iii. Eligibility to Receive Federal Funds. By executing this Agreement, Subrecipient represents and warrants it is eligible to receive federal funds, and specifically certifies as follows:
  - a. Subrecipient is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented by the DHS at 2 C.F.R. Part 3000.
  - b. Subrecipient complies with 31 U.S.C. § 1352, *Limitation on Use of Appropriated Funds to Influence Federal Contracting and Financial Transactions*, as implemented by the DHS at 2 C.F.R. Part 3000.44 C.F.R. Part 18.
  - c. Subrecipient complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 701 *et seq.*, and will continue to provide a drug-free workplace as required under that Act and as implemented by DHS at 2 C.F.R. Part 3001.



- d. Subrecipient is not delinquent in the repayment of any federal debt, including without limitation, delinquent audit disallowances, loans, taxes, and any outstanding debts with the Treasury.

Subrecipient acknowledges that the foregoing representations, warranties, and certifications of eligibility to receive Federal funds are material terms of the Agreement.

## **ARTICLE VI REQUIRED CERTIFICATIONS AND ASSURANCES**

Subrecipient shall be responsible for compliance with the certifications and assurances enumerated in any of the Requirements to the extent that same apply to Subrecipient including without limitation the following:

- i. No Pending Application(s) Disclosure. Subrecipient has no pending request(s) for funding to support the same project being funded under this Agreement and that seeks to cover the identical cost items outlined in the Project's Scope/Budget Detail. If Subrecipient cannot so certify, it shall complete, execute and submit a *Disclosure of Pending Applications* form (Exhibit H) upon execution of this Agreement.
- ii. Debarment. Subrecipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.
- iii. Criminal Convictions. Subrecipient certifies that neither it nor any managerial agent of Subrecipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or that at least five (5) years have passed since the date of the conviction.
- iv. Federal Funding Accountability and Transparency Act of 2006. Subrecipient certifies that it is in compliance with the terms and requirements of 31 U.S.C. § 6101.
- v. Lobbying and Political Activities. Subrecipient certifies that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any federal contract, the making of any federal grant, the making federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress relating to this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. See, <https://ojp.gov/funding/Apply/Resources/Disclosure.pdf>.
  - c. The undersigned shall require that the language of the foregoing two subsections be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- vi. Hatch Act. Subrecipient certifies it will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
  - vii. Privacy and Personally Identifiable Information. Subrecipient agrees to comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of Subaward approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. § 22.23. See, <https://ojp.gov/ovc/pubs/victimswithdisabilities/pdf/PrivacyCertificate.pdf>.

## **ARTICLE VII CIVIL RIGHTS COMPLIANCE**

Subrecipient will comply, as applicable, with all Federal and State laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:

- i. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The DHS regulations for this statute are codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- ii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*, which prohibits discrimination on the basis of gender in educational programs and activities. The DHS regulations for this statute are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- iii. The Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. The implementing regulation for this statute is codified at 28 C.F.R. Part 35.

- iv. The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance. The FEMA regulation for this statute is codified at 44 C.F.R. Part 7, Subpart E.
- v. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The DHS regulation for this statute is codified at 6 C.F.R. Part 15.
- vi. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made and any other applicable statutes.

**ARTICLE VIII  
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

8.1 Records Retention. Subrecipient shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to the Subaward, adequate to comply with 2 C.F.R. § 200.333, unless a different retention period is specified in 2 C.F.R. § 200.333. If any litigation, claim or audit related to the purchases contemplated herein is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

8.2 Accessibility of Records. Subrecipient, in compliance with 2 C.F.R. § 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized County representatives, the County's Inspector General, Federal authorities, any person identified in 2 C.F.R. § 200.336, and any other person as may be authorized by the County (including auditors) or by the City of Chicago. Subrecipient shall cooperate fully in any such audit or inquiry.

8.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Article IX, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

8.4 Monitoring and Access to Information. Subrecipient must monitor its activities to assure compliance with applicable Requirements and to assure its performance expectations are being achieved. County shall monitor the activities of Subrecipient to assure compliance with all requirements and performance expectations of the award. Subrecipient shall timely submit all financial and performance reports, and shall supply, upon the County's request, documents and information relevant to the Subaward. The County may make site visits as warranted by program needs. *See*, 2 C.F.R. § 200.328 and § 200.331.

**ARTICLE IX  
EQUIPMENT OR PROPERTY REQUIREMENTS**

9.1 Equipment Purchase and Procurement.

(a) Subrecipient may only purchase equipment listed on the DHS Authorized Equipment List (AEL), a list of equipment types allowed under the HSGP consisting of 21 equipment categories. The AEL can be found at <https://www.fema.gov/authorized-equipment-list>.

(b) Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 C.F.R. § 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000 or more per unit. Items costing less than \$5,000 but acquired under the "Equipment" category of the Grant must also be listed on any required equipment ledger.

(c) All requests for reimbursement of equipment purchased with the Subaward must include a completed EMRS Equipment Inventory Form, attached hereto as Exhibit I-1.

9.2 Use. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

9.3 Availability for Like Programs. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency. In addition, in accordance with applicable DHS, FEMA, IEMA and Cook County policies and requirements, Subrecipient shall make the Equipment and supplies available to other authorized entities, including call out for mutual aid and interagency regional emergency responses.

9.4 Prohibition against Disposition/Encumbrance. Subrecipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Term without prior approval of the County. Any real property acquired using Grant Funds must comply with the requirements of 2 C.F.R. 200.311.

9.5 Equipment Listing. Subrecipient must maintain a list of each piece of Equipment acquired with UASI Program funds ("equipment ledger"). The equipment ledger must be kept up to date at all times. Any changes must be recorded in the equipment ledger within ten (10) business days and the updated equipment ledger shall immediately be forwarded to EMRS. The Subrecipient's equipment records must include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) cost of the property, (g) percentage

of Federal participation in the cost of the property, (h) the location, (i) use and condition of the property, and (j) any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the Subrecipient in accordance with 2 C.F.R. § 200.313 (d) (1). A sample form of equipment ledger is attached hereto as Exhibit I-2

9.6 Identification Decal. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.

9.7 Inventory. A physical inventory of the Equipment must be taken by the Subrecipient, and the results reconciled with its equipment ledger at least once every two years or prior to any site visit by Federal or County auditors/monitors. The Subrecipient is required to submit a letter certifying as to the accuracy of the equipment ledger to EMRS, in the frequency as above.

9.8. Transfer of Equipment. County shall have the right to require that Subrecipient transfer to County any equipment, including title thereto, purchased in whole with Granter funds, if County determines that Subrecipient has not met the conditions of 2 C.F.R. 200.439(a). County shall notify Subrecipient in writing should County require the transfer of such equipment. Upon such notification by County, and upon receipt or delivery of such equipment to County, Subrecipient will be deemed to have transferred the equipment to County as if Subrecipient had executed a bill of sale therefor.

## **ARTICLE X INSURANCE**

10.1 Insurance coverage. As required by 2 C.F.R. § 310, Subrecipient must, at a minimum, provide insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.

10.2. Claims. If a claim is submitted for losses related to real or personal property, or both, purchased in whole with funds from this Agreement, any recovered monies shall be surrendered to County.

## **ARTICLE XI NOTICE; ORGANIZATIONAL CHANGES; LIAISONS**

11.1 Notice. All notices shall be in writing, sent either by overnight courier delivery service or by certified mail, return receipt requested, with proper postage pre-paid, with a confirmatory email. Notice shall be deemed to have been given on the date of mailing. Notices shall be addressed as follows:

**To the County:**

Cook County Department of Emergency Management and Regional Security  
69 West Washington Street, Suite 2600  
Chicago, IL 60602  
Attn: Executive Director

With a copy to:

Cook County Department of Emergency Management and Regional Security  
69 West Washington Street, Suite 2600  
Chicago, IL 60602  
Attn: Deputy Director of Finance

**To Subrecipient:**

Village of Schaumburg  
101 Schaumburg Court  
Schaumburg, IL 60193-1878  
Attn: Office of the Mayor

With a copy to:

Schaumburg Police Department  
101 Schaumburg Court  
Schaumburg, IL 60193-1878  
Attn: Police Chief

11.2 Organizational Changes. The Subrecipient must notify the County of any significant change in its organizational structure. Significant changes include, but are not limited to, changes in:

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

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

11.3 Liaisons. The following individuals are authorized to act as the liaisons for the Project:

**For County:**

Ellen O'Connor, Grant Coordinator

**For Subrecipient:**

Bill Wolf, Police Chief  
Schaumburg Police Department

Cook County Department of Emergency  
Management and Regional Security  
69 West Washington Street, Suite 2600  
Chicago, Illinois 60602  
[ellen.oconnor@cookcountyil.gov](mailto:ellen.oconnor@cookcountyil.gov)

101 Schaumburg Court  
Schaumburg, IL 60193-1878  
[gwolf@schaumburg.com](mailto:gwolf@schaumburg.com)

## ARTICLE XII MISCELLANEOUS

12.1 Assignment Prohibited. Subrecipient acknowledges that this Agreement (including Subrecipient's right to receive payments hereunder) may not be sold, assigned, or transferred in any manner by Subrecipient. Any actual or attempted sale, assignment, or transfer by Subrecipient without the prior written approval of the County shall render this Agreement null, void and of no further effect.

12.2 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

12.3 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

12.4 No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

12.5 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. The County does not waive sovereign immunity by entering into this Agreement.

12.6 Compliance with Law. This Agreement and Subrecipient's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations and Cook County Code of Ordinances.

12.7 Compliance with Freedom of Information Act. Upon request, Subrecipient shall make available to the County all documents in its possession that the County deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

12.8 Office of the Independent Inspector General. Subrecipient agrees it will abide by all provisions of the Cook County Code of Ordinances pertaining to the authority of the Office of the Independent Inspector General and acknowledges it is unlawful for any person subject to the jurisdiction of said office to refuse to cooperate with the Independent Inspector General.

12.9 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision

hereof.

12.10 Attachments. This Agreement has the following attachments which are incorporated into this Agreement as if fully set out:

Exhibit A	2020 IEMA Agreement
Exhibit B	Project Scope and Budget Detail
Exhibit C	Sample Resource Typing Form
Exhibit D	Project Modification Request Form
Exhibit E	Project Close-Out Financial Report Form
Exhibit F	Monthly Reimbursement Request Form
Exhibit G	Signature Authorization Form
Exhibit H	Disclosure of Pending Applications Form
Exhibit I -1	Subrecipient Equipment Inventory Form
Exhibit I-2	Sample Equipment Ledger

In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

13.11 Entire Agreement. Subrecipient and County acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Subrecipient or County.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

**END OF PAGE  
SIGNATURE PAGE FOLLOWS**



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

**ON BEHALF OF THE COUNTY OF COOK:**

\_\_\_\_\_  
Theodore D. Berger, Executive Director  
Department of Emergency Management and Regional Security

Date: \_\_\_\_\_

**ON BEHALF OF THE VILLAGE OF SCHAUMBURG:**

\_\_\_\_\_  
Tom Dailly, Mayor

Date: \_\_\_\_\_