



Jonathon E. Monken, Director

SCHOOL AND CAMPUS SAFETY GRANT AGREEMENT

PART I - Notice of Grant Award to Mid-Valley Special Ed Coop

This Grant Agreement is made and entered into by and between the Illinois Emergency Management Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and Mid-Valley Special Ed Coop (Grantee), 1304 Ronzheimer Ave, St Charles, Illinois 60174.

The purpose of this Grant is to fund designated safety improvements at eligible public elementary, secondary and post-secondary schools.

The Grantor hereby grants to the Grantee the amount not exceeding \$4,462.00 for the period from July 1, 2014, to June 30, 2015. The Grantee hereby agrees to use the funds provided under this Agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this Agreement.

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

PART II - Term

The term of this Agreement shall be from July 1, 2014, to June 30, 2015.

PART III - Scope of Work

The Grantee will utilize this funding as outlined in the Grantee's approved budget. The school and campus safety funds shall be used for costs related to the purchase and installation of physical security enhancement equipment, inspection and screening systems, information technology, and/or interoperable communications equipment for buildings where students are primarily taught in academic classes as specifically approved by the Grantor.

The Budget Detail Worksheet, provided in Attachment 1 and incorporated herein, outlines the scope of work for each approved project and the only approved costs for which the Grantee may seek reimbursement. No modifications to the approved budget will be authorized. The Grantor will only reimburse those expenditures that are specifically listed in the Budget Detail Worksheet.

Through this Agreement, the following project costs are eligible for reimbursement:

- (1) Cost of approved physical security, interoperable communications, information technology, and inspection/screening equipment and software;
- (2) Installation of approved equipment and software; and
- (3) Shipping.

Through this Agreement, the following project costs are ineligible for reimbursement:

- (1) Sales tax;
- (2) Extended warranties and maintenance contracts; and
- (3) Building renovation and construction.

PART IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of \$4,462.00.

PART V - Terms and Conditions

NIMS COMPLIANCE: The Grantee shall remain compliant with the National Incident Management System throughout the performance period of the Agreement.

EMERGENCY OPERATIONS PLANS: The Grantee shall maintain a current emergency operations plan for the school district, university or community college that includes the facilities enhanced with grant funds.

LEASED BUILDINGS: If any of the buildings to be enhanced with funds under this Agreement are leased by the Grantee, the Grantee shall maintain a lease agreement on each such building that extends until at least July 1, 2024. If applicable, the Grantee shall submit a copy of the lease agreement(s) to the Grantor within 30 days of the effective date of this Agreement.

SPENDING LIMITATIONS: The Grantee shall comply with all applicable state statutes, regulations, executive orders, and other policies and requirements, including those of the Grantee, in carrying out any project supported by these funds. The Grantee shall follow all state and local procurement requirements in acquiring goods and services with these funds. The Grantee recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this agreement.

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

METHOD OF COMPENSATION: The Grantee will submit to the Grantor a vendor invoice or computer generated report with description of costs in order to receive compensation through this Agreement, including serial number for any equipment item valued at \$100 or greater, physical location of these items, and certification of receipt and operational capability. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantor may advance in one payment up to 50% of the funds to the Grantee for eligible expenditures, but only upon the Grantee's submission of bids, invoices or other similar documents showing the exact costs of the anticipated expenditures. The balance of funds paid by the Grantor will be the difference of the advance payment and final vendor invoices, and will be paid in one final payment upon the completion of all approved projects. The Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to the Grantor in a timely manner, and in no event later than 30 days following the expiration of this Agreement. No costs eligible under this Agreement shall be incurred after June 30, 2015.

NON-SUPPLANTING REQUIREMENT: The Grantee agrees that funds received under this award will be used to supplement, but not supplant, state or local funds for the same purposes. Supplanting means using school safety grant funds to replace state or local funds that otherwise would have been spent on the project.

REPORTS: The Grantee shall submit a Project Implementation Worksheet, provided in Attachment 2, to the Grantor, within 30 days after September 30, December 31, and March 31, and June 30, describing the progress of each project and the expenditure of funds to date, including a list of specific outcomes with sequential milestones that will be accomplished by the Grantee. These outcome milestones will allow the Grantor to measure the progress of the Grantee in finishing each project. The Grantor may withhold or suspend the distribution of grant funds for failure to file the required reports.

ACCOUNTING REQUIREMENTS: The Grantee shall maintain effective control and accountability

over all funds, equipment, property, and other assets under this Agreement. The Grantee shall keep proper, complete, and accurate accounting records sufficient to permit the tracing of funds to ensure that expenditures are made in accordance with this Agreement. All records must be maintained for five years after submission of the final expenditure report; or if any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

AUDITS: The Grantee shall, as often as deemed necessary by the Grantor or any of its duly authorized representatives, permit the Grantor, the Auditor General, the Attorney General or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Agreement for five years from the date of submission of the final Budget Detail Worksheet or until related audit findings have been resolved, whichever is later.

HISTORIC RESOURCES PRESERVATION (HRP): The Grantee shall not undertake any project that includes exterior door replacement on a building that is 50 years old or greater without the separate written approval of the Grantor. In such cases, the Grantor must comply with all conditions placed on the project as a result of the Illinois Historic Preservation Agency's obligations under 20 ILCS 3420/4. Any door replacement activities at such buildings that have been initiated without the necessary HRP approval will result in a non-compliance finding and will not be eligible for grant funding.

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

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

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

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

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

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

LIABILITY: The Grantor assumes no liability for actions of the Grantee under this Agreement, including, but not limited to, the negligent acts and omissions of Grantee's agents, employees, and subcontractors in their performance of the Grantee's duties as described under this Agreement. In

addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this Agreement, except as those representations are made by the manufacturer of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the Grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the Agreement by the Grantee, with the exception of acts performed in conformance with an explicit, written directive of the Grantor.

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

FEIN: Under penalties of perjury, the Grantee certifies that 364196796 is its correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification.

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

PART VI – Other Requirements

CONFLICT OF INTEREST: The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The Grantee assures that no official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this agreement, shall have any financial or other personal interest in any such contract for the acquisition/development.

PROHIBITED POLITICAL ACTIVITY: The Grantee and employees of the Grantee shall not knowingly use grant funds, or goods or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity as that term is defined in the State Officials and Employees Ethics Act.

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

BIDDING: The Grantee hereby certifies that it has not been barred from bidding on or receiving State or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 2012 (720 ILCS 5/33E-3 and 33E-4).

DRUG FREE CERTIFICATION: This certification is required by the Drug Free Workplace Act (30 ILCS 580). No grantee shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee has certified to the State that the grantee will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contractor or grant and debarment of contracting or grant opportunities

with the State for at least one (1) year but not more than five (5) years.

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

The Grantee certifies and agrees that it will provide a drug free workplace by:

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

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

Grantor: IL Emergency Management Agency

Grantee: Mid-Valley Special Ed Coop

By: _____
Jonathon E. Monken, Director

By: _____
Steven Spurling, President

DATE: _____

DATE: _____

By: _____
Lisa Desai, Assistant to the Director

Budget Detail Worksheet - Attachment 1

Item	Qty	Unit Cost	Total Cost	Comp. Date	Funded Amt.
Project: Mades-Johnstone Center					
Base Physical Security Primary Entrance Shatter-Resistant Glass/Film Glass frame	1	\$1,716.00	\$1,716.00	08/15/2014	\$1,716.00
Base Physical Security Primary Entrance Impact Resistant Locks replace office glass	1	\$572.00	\$572.00	08/15/2014	\$572.00
Base Physical Security Primary Entrance Shatter-Resistant Glass/Film	1	\$2,174.00	\$2,174.00	08/15/2014	\$2,174.00
					\$4,462.00