

**ILLINOIS EMERGENCY MANAGEMENT AGENCY
STATE-LOCAL FLOOD MITIGATION ASSISTANCE PROGRAM
SUBRECIPIENT AGREEMENT FOR PROJECTS (FY2014)
Fiscal Years 2015 - 2017 (Date of Execution –June 30, 2016)**

This Agreement is made and entered between the Illinois Emergency Management Agency, a pass-through entity (IEMA), and Lake County Stormwater Management Commission (the Subrecipient), Federal Taxpayer Identification Number 36-6006600.

The purpose of this Agreement is to provide funding through the Flood Mitigation Assistance Program (FMA) for the Subrecipient's approved hazard mitigation project. This Agreement shall apply to all FMA assistance provided by the Federal Emergency Management Agency (FEMA) through IEMA to the Subrecipient. The Subrecipient agrees to use the funds for the project described herein and will comply with all terms and conditions of this Agreement and applicable federal and state statutes, regulations, guidance and policies.

The Subrecipient designates

Kurt Woolford, Engineer Lake County Stormwater Management Commission

as the Subrecipient's Agent for this Agreement, and this agent has the legal authority and is hereby authorized to execute documents for and on behalf of the Subrecipient.

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

FINANCIAL INFORMATION AND REQUIREMENTS

1. The Subrecipient is authorized to acquire and demolish structures from property owners who voluntarily participate in the buyout project at the following locations:

Properties located at 37 Medinah Street and 98 Keystone in Fox Lake

This listing is exhaustive and delineates the only properties authorized for funding under this project.



2. The total compensation payable by IEMA to the Subrecipient under this Agreement shall not exceed **\$693,285.60**. This figure has two components: the project cost and the pre-award cost. The project cost includes the cost of property acquisition, appraisals, closing fees, title/legal fees, demolition, Uniform Relocation Act and project manager costs. This figure also includes pre-award costs in the amount of \$1,785 incurred by the Subgrantee during the period from 7/1/14 – 5/21/15. Pre-award costs, such as the cost for application development and BCA, are subject to all applicable Federal eligibility requirements (44 CFR 206.439). Flood Mitigation Assistance Program rules fund these properties at 100% and do not require a cost share.
3. The Subrecipient will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.
4. The Subrecipient shall submit quarterly status reports to IEMA within fifteen days following the end of the quarter (January 15, April 15, July 15, and October 15) in a format approved by IEMA. Said report will include the status of the project, the estimated percentage of the project completed, anticipated completion date, and financial information. For acquisition projects, the report should quantify the closings conducted in the previous quarter and closings to be conducted in the upcoming quarter.
5. To receive reimbursement for work completed, the Subrecipient must submit any vendor invoices or other eligible documentation to IEMA within 30 days of payment in order to receive compensation through this Agreement. The preferred method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Subrecipient shall maintain appropriate records of actual costs incurred. No costs eligible under this Agreement shall be incurred after June 30, 2016.
6. The Subrecipient may send a written request to IEMA for an advance of grant funds if the Subrecipient agrees to spend the funds within a twenty-day period after receipt of the funds from the IEMA. Additional funds may be drawn down upon request from the authorized representative based on need and the ability to spend within a twenty-day period.

REQUIREMENTS FOR ALL HAZARD MITIGATION PROJECTS

7. The Subrecipient shall begin the scope of work within 90 days of the effective date of this Agreement and complete all items of work by the end of the Agreement term, unless otherwise agreed to in a written amendment to this Agreement.
8. The Subrecipient will comply with all applicable ordinances, codes and standards as pertain to this FMA project and agrees to provide maintenance as appropriate.
9. The Subrecipient will not enter into cost-plus-percentage-of-cost contracts for completion of this FMA project.

10. Upon project completion and after all eligible funds have been drawn down, IEMA will prepare and deliver to the Subrecipient a final report detailing the satisfactory completion of all required deliverables and substantiating the payment and match documentation.
11. FEMA, IEMA, the Illinois Auditor General, the Illinois Attorney General or any of their duly authorized representatives reserve the right to review, inspect or audit all contracts, records and documents related to the expenditure of the FMA funds. IEMA reserves the right to disallow any expenditures that are deemed ineligible, unreasonable, or excessive. In the event that questioned costs are ultimately deemed disallowed, as determined by the IEMA, the Subrecipient shall be responsible for repayment of such costs.
12. The Subrecipient shall have a single audit conducted in accordance with 2 CFR Part 200 when expending \$750,000 or more in federal funds from any source during a fiscal year and shall submit a copy of the single audit report, if applicable, to IEMA within the required time frames.
13. The Subrecipient will be responsible for timely action in resolving any audit finding or questioned project costs.
14. The Subrecipient shall return to IEMA all grant funds that are not expended or that are received from IEMA in error. All funds remaining at the expiration of the period of time the funds are available for expenditure or obligation by the Subrecipient shall be returned to IEMA within 45 days, if applicable. IEMA may recapture those funds in accordance with state and federal laws and regulations. The Subrecipient's failure to comply with any one of the terms of this Agreement shall be cause for IEMA to seek recovery of all or part of the grant proceeds.
15. This Agreement may be amended because of changes in state or federal statutes, regulations, or grant award policies; an extension in the grant award term; an increase in the amount of funds granted; or any other provision requiring a modification. All modifications must be in writing and signed by both parties.
16. The Subrecipient agrees to maintain good standing in the National Flood Insurance Program (NFIP).

REQUIREMENTS FOR ACQUISITION AND RELOCATION PROJECTS

17. The funds requested for this project shall not duplicate funds or benefits received for the same activities from any other funding source.
18. The Subrecipient shall obtain a signed letter of agreement from each participating property owner, which must include a certification that: (1) the owner has revealed any other funds received for structural repairs which would represent duplicated disaster-recovery benefits such as insurance proceeds or federal grants or assistance, and that (2) the owner will relocate outside of any floodplain mapped by FEMA.

19. The Subrecipient shall take possession of all acquired structures and parcels at the time of closing.
20. A copy of the closing documentation, which includes the certified appraised value of the property, all deductions, the net balance to the seller, and legal description of the parcel shall be forwarded to the IEMA upon closing of the property.
21. If the Subrecipient is participating in the Salvage Program, permanently affixed items and appliances can only be removed from an acquired structure based upon the Property Owner Salvage List, which must be signed by both the local appraiser and the homeowner. These items must be removed prior to closing, and the value of those items must be deducted from the offer price. IEMA strongly discourages the removal of porous items due to health concerns.
22. Prior to demolition or relocation, an acquired structure may not be sold to any party without written consent from IEMA.
23. Each parcel acquired with FMA funds shall be deed restricted to include the requirements in the Model Deed Restriction set forth in Appendix A.
24. The Subrecipient shall comply with the conditions established in the Record of Environmental Consideration approved by the FEMA Regional Environmental Officer.

GENERAL TERMS AND CONDITIONS

25. This Agreement is contingent upon and subject to the availability of sufficient funds. IEMA may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient federal funds have not been made available to IEMA by the federal funding source, or (ii) the Governor or IEMA determines that federal funds may not be available for payment. IEMA shall provide notice, in writing, to the 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 Subrecipient's receipt of notice.
26. The Subrecipient certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702.
27. The Subrecipient shall maintain, for a minimum of three years after the completion of the term of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. Failure to maintain the books, records, and supporting documents required by this Section shall establish presumption in favor of IEMA for the recovery of any funds paid by IEMA for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
28. The Subrecipient shall comply with all applicable federal statutes, regulations, executive orders, and other federal requirements in carrying out any project supported by federal

funds. The Subrecipient recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Subrecipient agrees that the most recent federal requirements will apply to the project. The Subrecipient will comply with all applicable provisions of federal and State statutes and regulations in the procurement of goods and services.

29. The Subrecipient will comply with all federal and State statutes and regulations relating to non-discrimination.
30. The Subrecipient will comply with provisions of the Hatch Act limiting the political activities of public employees.
31. The Subrecipient will comply with minimum wage and maximum hours provisions of the federal Fair Labor Standards Act and to the extent applicable, Subrecipient will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq., the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Grant Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq., regarding labor standards for federally assisted sub agreements.
32. The Subrecipient will prohibit employees, contractors, subcontractors for a purpose that is or gives the appearance of 1) using their positions for personal gain of themselves or those with whom they have family business or ties; 2) a conflict of interest; or 3) kickbacks.
33. The Subrecipient and its employees, contractors, and subcontractors shall hold harmless the United States and its agents and employees, the State of Illinois and its agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the approval of work regardless of whether or not such claim, damage, loss of expense is caused entirely or in part by the United States or the State of Illinois.
34. The Subrecipient certifies that it has not been barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State Agency if they know or should know that they are delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The Subrecipient further acknowledges that the IEMA may declare this Agreement (contract) void if this certification is false or if the Subrecipient is determined to be delinquent in the payment of any debt during the term of the Agreement.
35. In accordance with the Buy American Act, 41 U.S.C. 10-10d, only steel, iron, and manufactured products produced in the United States may be purchased with federal funds unless an exception under section b(2) or b(3) of the Buy American Act applies. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the federal government.
36. In accordance with 31 USC 1352, the Subrecipient shall not use any grant funds provided for in this Agreement to pay any person to influence or attempt to influence an officer or

employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of federal assistance.

37. The Subrecipient shall comply with debarment provisions as contained in 49 CFR Part 29, including Appendices A and B as amended. The Subrecipient certifies that to the best of its knowledge and belief, the Subrecipient and its principals: a) are not presently debarred, suspended, proposed, for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offences enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by IEMA. The Subrecipient agrees that it will include the clause titled "Certification Regarding, Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction." provided by IEMA, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Subrecipient may rely upon a certification of a prospective participant in a lower tier covered transaction, unless the Subrecipient knows the certification is erroneous. The Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. The Subrecipient may, but is not required to, check the Non-procurement List. If the Subrecipient knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the federal government, the IEMA may terminate this Agreement for cause or default.

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

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

Subrecipient's Authorized Representative:

Name: Aaron Lawlor Title: County Chairman

Signature: _____ Date Signed: _____

Subrecipient Jurisdiction: Lake County Stormwater Management Commission

Mailing Address for Disbursements: Lake County Stormwater Management Commission
ATTN: Kurt Woolford
500 W Winchester Road, Suite 201
Libertyville, IL 60048

Illinois Emergency Management Agency:

James K. Joseph
Director Date Signed: _____

Jenifer L. Johnson
Chief Legal Counsel Date Signed: _____

Kevin High
Chief Fiscal Officer Date Signed: _____

APPENDIX A

MODEL DEED RESTRICTION

1. Terms. Pursuant to the terms of the [select mitigation grant program] program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.
 - b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.
 - c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.
 - d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.
 - i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.
3. Monitoring and Reporting. Every three years on [date], the Grantee (mitigation grant program Subrecipient), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.
4. Enforcement. The Grantee (mitigation grant program Subrecipient), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:
 - a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State

shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____