

SOLID WASTE ENFORCEMENT GRANT AGREEMENT  
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

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Part I General Information

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1. Grant Amount:
  - a. State Share \$91,500.28 (38.56%)
  - b. Local Share \$145,792.98 (61.44%)
  - c. Total Cost \$237,293.26 (100%)
  - d. The grant amount is 38.56% of Grantee's total allowable costs approved by the Illinois Environmental Protection Agency (the "Agency") not to exceed \$91,500.28; subject to the availability of sufficient funds as more fully set forth in Part III, Section 5 below.
  
2. Estimated Time Frame for Grant:
  - a. Beginning Date: July 1, 2015
  - b. Ending Date: June 30, 2016
  
3. Grantee/Unit of Local Government
  - a. Name/Address/Telephone  
County of Lake  
c/o Lake County Health Department and  
Community Health Center  
Solid Waste Unit  
500 W. Winchester Road, Suite 102  
Libertyville, IL 60048
  - b. Contact Person/Telephone  
Mr. Michael (Mike) Kuhn  
847-377-8016 or 847-377-8030  
Fax: 847-984-5622

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Part II Delegation Agreement

The grantee and the Agency have entered into a Delegation Agreement under Section 4(r) of the Environmental Protection Act (415 ILCS 5/4(r)) pursuant to which the Agency has delegated certain inspection, investigation and enforcement functions of the Agency to the grantee as more fully set forth in the Delegation Agreement, a copy of which is attached hereto as Appendix A and incorporated herein (the "Delegation Agreement").

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Part III Obligations and Representations

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## 1. AUTHORIZATION TO SIGN GRANT DOCUMENTS

Application provisions for Illinois Solid Waste Enforcement grants require that the grantee authorize a representative to sign the grant agreement forms, request for payment forms, and other supporting documents. Therefore, the County of Lake (grantee) represents that authority to sign the grant agreement has been given to the Chairman of the County Board, Aaron Lawlor, and the authority to sign request for payment forms and other supporting documents has been given to Mark Pfister, MS LEHP, Director of Prevention. A copy of the Resolution, Ordinance, or other document approving of (or ratifying) this Grant Agreement and authorizing (or ratifying) the officer, official, or other authorized representative stated above to sign this Grant Agreement and related documents on behalf of the County, City, or Solid Waste Management Agency is attached hereto as Appendix B.

## 2. PRIOR REVIEW OR AUDIT OF GRANTEE ACCOUNTS

If any federal or state agency has performed a review or audit of the grantee's accounts or records in connection with any other federal or state grant or contract within the past twelve months, please list and attach a copy of such document to this Grant Agreement.

a. Reviewing Agency                      Date of Review or Audit

Provided in Appendix E.

b. Reviewing Agency                      Date of Review or Audit

c. Reviewing Agency                      Date of Review or Audit

## 3. REPRESENTATIONS REGARDING GRANT LIMITATIONS AND AVAILABILITY OF LOCAL SHARE

The grantee represents that the requirements for this grant have been reviewed; and that the grantee has or will obtain the legal, institutional, managerial, financial, engineering, and other capabilities necessary i) to ensure completion of all investigation, inspection, and enforcement activities required to meet the grant provisions described in the grant application, a copy of which is attached hereto as Appendix C (the "Grant Application"), the fact sheet, a copy of which is attached hereto as Appendix D (the "Fact Sheet"), and the Delegation Agreement, and 2) to comply with all applicable federal and state laws pertaining to the Grant Application and grant award, including but not limited to, 35 Ill. Adm. Code Parts 870 and 871, the Grant Accountability and Transparency Act (30 ILCS 708/1 *et seq.*) ("GATA"), and all rules adopted thereunder, now or hereinafter in effect, including but not limited to all applicable rules adopted by the Agency, the Illinois Governor's Office of Management and Budget ("GOMB"), and the Grant Accountability and Transparency Unit ("GATU") (collectively, the "GATA Rules"). The grantee also

represents that no law pertaining to fraud, bribery, graft, kickbacks, collusion, or conflict of interest has been violated or other unlawful or corrupt practice has taken place relating to or in connection with this grant award, or work to be funded by this grant award.

The grantee represents that the local share of the grant amount, as detailed in the Grant Application is available for commitment to this project. All local funds must be in the form of cash or certification of local in-kind commitment from the grantee. In addition, the grantee hereby agrees to pay the local share of the grant amount.

#### 4. ASSUMPTION OF RISK AND INDEMNIFICATION

By accepting this award, the grantee hereby agrees to assume the risk, responsibility and liability for any and all loss or damage to property owned by the grantee, the Agency or third persons, any injury to or death of any persons (including employees of the grantee) caused by, arising out of, or occurring in connection with the execution of any work, contract or subcontract arising out of this grant award, this Grant Agreement, and/or the Delegation Agreement, and the grantee shall indemnify, save harmless and defend the State of Illinois and the Agency, and their respective officials, officers, employees and authorized representatives from all claims for any such loss, damage, injury or death, to the extent permitted by law, including but not limited to Section 4(r) of the Environmental Protection Act (415 ILCS 5/4(r)). The grantee shall also require that any and all contractors or subcontractors engaged by the grantee shall agree in writing that they shall look solely to the grantee for performance of such contract or satisfaction of any and all claims arising thereunder.

#### 5. CONTINGENCY REGARDING AVAILABILITY OF SUFFICIENT FUNDS

Notwithstanding any provision herein to the contrary, this Grant Agreement and the grant funds provided hereunder are contingent upon and subject to the availability of sufficient funds appropriated for this grant. The Agency may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if i) sufficient State funds have not been appropriated to the Agency, ii) the Governor or the Agency reserves appropriated funds, iii) the Governor or the Agency determines that appropriated funds may not be available for payment, or iv) the Agency determines that there are otherwise insufficient funds available. The Agency shall provide notice, in writing, to grantee 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 grantee's receipt of said notice.

#### 6. ACCEPTANCE OF GRANT AWARD

The grantee agrees to comply with all of the terms, conditions, requirements, and other obligations applicable to the grant award and all work performed thereto, including but not limited to the Fact Sheet, the Grant Application, this Grant Agreement, and the Delegation Agreement. Grantee further agrees to comply with all applicable federal, state and local

laws, as amended, including but not limited to 35 Ill. Adm. Code Parts 870 and 871, GATA , and the GATA Rules, now or hereinafter in effect.

The grantee also agrees that the grant funds awarded will be used solely for reimbursement of allowable expenses associated with the purposes of the project described in the Fact Sheet and Grant Application and approved by the Illinois Environmental Protection Agency.

The grantee agrees to abide by the commitments and schedule set forth in the attached Grant Application, including the submittal of quarterly requests for payment, quarterly progress reports showing expenditures of the related grant funds, and to submit such other documents required by the Agency relative to the grant award, the work funded by the grant award, and/or the request for grant payment.

The grantee represents that the grant cost summary data are complete, current, and accurate, and that the financial management capability exists to fully and accurately account for the financial transactions under this award. The grant award may be subject to downward renegotiation and/or recoupment where the above cost summary information has been determined, as a result of audit or review, not to have been complete, current and accurate as of the date below.

The grantee represents that i) all information in this Grant Agreement is true and correct, ii) the grant funds shall be used only for the allowable purposes described in this Grant Agreement and in accordance with applicable federal, state, and local laws, and iii) the award of grant funds is conditioned upon such representations.

The grantee further represents that it is authorized by law to i) enter this Grant Agreement, ii) accept and expend the grant funds as provided hereunder, and iii) perform grantee’s duties and obligations under this Grant Agreement and the Delegation Agreement.

The official, officer or other representative signing this Grant Agreement on behalf of the grantee represents that he/she is authorized to sign this Grant Agreement on behalf of County of Lake and to bind County of Lake to the terms and conditions herein.

Part IV	Grant Budget
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Total Eligible Grant Costs

Project Cost Category	Grant Costs	Maximum State Share (38.56%)
Direct Labor Costs	\$237,293.26	\$91,500.28
Indirect Costs	\$0.00	\$0.00
Other Direct Costs	\$0.00	\$0.00
Sub-agreements	\$0.00	\$0.00
<b>Total Project Cost</b>	<b>\$237,293.26</b>	<b>\$91,500.28</b>

The complete grant cost summary outlining permissible expenditures in the broad categories of direct labor, indirect costs, other direct costs and sub-agreements is contained in the Grant Application. Requests for payment shall be submitted on a quarterly basis. The final request for payment is due no later than 30 days following the end of the last quarter of the grant year. Any other payment requests submitted after that point will remain unpaid, and revert back to the Agency's funding source for use for other programs. All funds remaining 1) at the end of the Grant Agreement, or 2) at the expiration of the period of time grant funds are available for expenditure or obligation by the grantee, shall be returned to the State within 45 days, if applicable.

Notwithstanding any term and condition in this Grant Agreement and/or the Delegation Agreement to the contrary, grant funds shall not be used for inspection, investigation, enforcement and/or other work attributable to used or waste tire sites (including but not limited to new and/or used tire retailers), uncontaminated soil fill operations, and/or clean construction or demolition debris fill operations or sites.

Part V	Inspection of Records and Audit
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This Grant Agreement and the funds awarded hereunder are subject to all applicable State and Federal statutory provisions and regulations, including but not limited to 35 Ill. Adm. Code Parts 870 and 871, as amended, the Illinois Grant Recovery Act, GATA, and the GATA Rules, now or hereinafter in effect.

In addition, the Agency, the Auditor General, the Executive Inspector General, the Attorney General, and their respective officers, officials, employees, authorized representatives and agents shall have the right to inspect and audit any books, records or papers relating to the program, project or use for which grant funds were provided.

The grantee acknowledges and agrees that all records pertaining to this Grant Agreement, the grant award, the Grant Application, application for payment, payment of grant funds, work performed relative to the grant award and/or Delegation Agreement, and all other records, reports, data and/or other written material (including but not limited to electronic data, records and communications) relative thereto that have been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of the Agency and/or the grantee may be subject to inspection and copying pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Such records, data, and files of the Agency may also be subject to inspection and copying pursuant to Section 7 of the Environmental Protection Act (415 ILCS 5/7). Grantee shall retain records in accordance with 35 Ill. Admin. Code 871.502.

Part VI:	Notice of Grant Acceptance
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Within 30 days of receipt of the grant award notification from the Agency, the grantee shall notify the Agency in writing of its acceptance by submitting this Grant Agreement, with appropriate signatures, to the Agency. Failure to submit the notice of acceptance required by the grantee may result in:

- 1) Withholding of the grant award;
- 2) Termination of the grant award; or
- 3) Such other action as the Agency may be authorized to take. (35 Ill. Admin. Code 870.305(b))

GRANTEE: County of Lake

By: \_\_\_\_\_  
Aaron Lawlor, County Board Chairman

Attest:

(SEAL)

\_\_\_\_\_  
Carla Wyckoff, County Clerk

IEPA:

GRANTOR:

By: \_\_\_\_\_  
Lisa Bonnett, Director