



# Board of Park Commissioners

## Regular Board Meeting

Joe Doud Administration Building  
545 Academy Drive  
Northbrook, IL 60062  
847-291-2960  
[nbparks.org](http://nbparks.org)

October 28, 2020

Joe Doud Administration Building, 545 Academy Drive, Northbrook, Illinois  
7pm

The Northbrook Park District Board of Commissioners will offer a hybrid option to attend the Regular Board Meeting on Wednesday October 28 at 7pm. If you wish to attend electronically, provisions have been made to join via Zoom. Please contact Wendy Peterson at [wpeterson@nbparks.org](mailto:wpeterson@nbparks.org) or 847-897-6106 by 5pm, Wednesday, October 28 to request login information. For those who wish to attend in-person, Commissioners and staff will be meeting in the Joe Doud Administration Building, 545 Academy Drive. CDC guidelines will be followed, and a face covering is required. Community members wishing to respectfully share thoughts about any matter concerning the Northbrook Park District may do so during Recognition of Visitors. The Board typically does not immediately respond to public comments or engage in open dialogue, but we are of course actively listening to your comments. If follow up communication is necessary, a Northbrook Park District staff member will contact you within two business days. Thank you for your understanding of these guidelines.

### REGULAR BOARD MEETING AGENDA

- I. Call to Order and Roll Call
- II. Recognition of Visitors
- III. Approval of Agenda
- IV. Consent Agenda

The matters listed for consideration on the Consent Agenda have been discussed by the Board of Commissioners previously at the October 21, 2020 Committee Meetings and are matters on which there was unanimity for placement on the Consent Agenda at this meeting. Consent Agenda items are those that are approved by one motion, unless any Board Member or staff requests an item be removed. If a Consent Agenda item(s) is removed it is then relocated to Action Items for discussion and consideration.

10/28.62 Approval of Regular Board Meeting Minutes of September 23, 2020

10/28.63 Approval of Closed Session Minutes of September 16, 2020

10/28.64 Approval of September 2020 Vouchers

10/28.65 Approval of Truth-in-Taxation Resolution 20-R-3

10/28.66 Approval of Hall of Fame Nominations

10/28.67 Approval of Addendum to the Northbrook Park District Board Policy Manual

10/28.68 Approval of Park Board of Commissioners 2021 Meeting Calendar

10/28.69 Approval of Land Use Permit Agreement with the Village of Northbrook

10/28.70 Approval of Public Facilities Construction Maintenance Agreement with the Village of Northbrook

- V. Action Items

10/28.71 Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds Resolution 20-R-4

- VI. Executive Director Report
- VII. Commissioner Reports
- VIII. President Report
- IX. Unfinished Business
- X. New Business
- XI. Next Meeting

- a. Regular Board Meeting, December 16, 2020, 7pm, Joe Doud Administration Building, 545 Academy Drive

Copies to: Park Board, Attorney, Directors, All Staff and Park District Facilities, Daily Herald, Village of Northbrook

Posted on Park District Website: [nbparks.org](http://nbparks.org)

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact Eileen Loftus, the Park District's ADA Compliance Officer, at the Park District's Administration Building by mail at 545 Academy Drive, Northbrook, Illinois 60062, by phone at (847) 291-2960, Monday through Friday 9am until 5pm, or by email to [eloftus@nbparks.org](mailto:eloftus@nbparks.org) at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter generally require at least 5 business days' advance notice. For the deaf or hearing impaired, please use the Illinois Relay Center voice only operator at (800) 526-0857.



Joe Doud Administration Building  
545 Academy Drive  
Northbrook, IL 60062  
847-291-2960  
[nbparks.org](http://nbparks.org)

# MEMORANDUM

To: Board of Commissioners  
From: Mindy Munn, Director of Administration & Finance  
Barb Dettman, Business Manager  
Agenda Item: 10/28.71 Approval of Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds with Cook County Resolution 20-R-4  
Date: October 23, 2020

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Cook County opened the application process for the Coronavirus Relief Fund (CRF) for Park Districts. Each District is eligible to apply for reimbursement of \$5,000 of COVID-19 related expenses under federal guidelines.

Eligible expenditures for reimbursement include PPE, face shields, sanitation, workspace separators, etc. In order to be reimbursed, each District must submit an Intergovernmental Agreement, Board approved Resolution, and application by October 30, 2020. To date we have incurred approximately \$20,000 in COVID-19 related expenses. The District is also in the process of applying for reimbursement of the remaining expenses through FEMA. The deadline to file with FEMA is currently November 21, 2020.

**Pc:** Molly Hamer, Executive Director

**INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT  
FOR  
CORONAVIRUS RELIEF FUNDS**



**Between**

**COUNTY OF COOK, ILLINOIS**

**And**

**NORTHBROOK PARK DISTRICT**

**(Cook County, Illinois Library or Park District (Subrecipient))**

**Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020**

**SUBAWARD INFORMATION**

The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Subrecipient's name (must match the name associated with its unique entity identifier):  
Northbrook Park District
- Subrecipient's unique entity identifier (DUNS): 076889724
- Subaward Period of Performance Start and End Date: July 1, 2020, through December 30, 2020.
- Total Amount of Federal Funds allocated to the Subrecipient: \$ 5,000
- Federal Award Program Description:  
Cook County has received Coronavirus Relief Funds pursuant to the CARES Act, a portion of which it has chosen to allocate in the spirit of intergovernmental cooperation to other units of local government in Cook County. Available funds may be distributed to units of local government as allocated by the Cook County Bureau of Finance based upon the balance of funds available and proposed use of such funds.
- Name of Federal Awarding Agency: U.S. Department of Treasury
- Name of pass-through entity: Cook County, IL
- Contact Information for pass-through entity: Ammar M. Rizki, Chief Financial Officer, Cook County Bureau of Finance, 118 N. Clark Street, Suite 1127. Chicago, Illinois 60602. Email Info: [SuburbanCovidFundingRequest@cookcountyil.gov](mailto:SuburbanCovidFundingRequest@cookcountyil.gov)
- Award is for Research & Development (R&D): NO

**THIS AGREEMENT** entered this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Cook, Illinois, a body politic and corporate of the State of Illinois, through the Office of the Chief Financial Officer and Bureau of Finance (herein called “Cook County”), and \_\_\_\_\_ the Northbrook Park District \_\_\_\_\_ (herein called “Subrecipient”) a unit of local government under the Illinois Constitution. Cook County and Subrecipient shall sometimes be referred to herein individually as the “Party” and collectively as the “Parties.”

**WHEREAS**, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

**WHEREAS**, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”); and

**WHEREAS**, the CARES Act established the Coronavirus Relief Fund (“CRF”), which provides aid to certain eligible local governments to address necessary expenditures due to the COVID-19 Public Health Emergency; and

**WHEREAS**, Cook County qualified as an eligible local government and received CRF funding from the U.S. Department of Treasury; and

**WHEREAS**, federal guidance issued by the U.S. Department of Treasury indicates that a unit of local government may transfer a portion of its CRF funding to a smaller unit of local government provided that such transfer qualifies as a “necessary expenditure” to the Public Health Emergency and meets the criteria of Section 601 (d) of the Social Security Act as added by Section 5001 of the CARES Act; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and other applicable law permit and encourage units of local government to cooperate with and support each other in the exercise of their authority and the performance of their responsibilities; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act authorizes units of local government to combine, transfer or jointly exercise any power, privilege, function, or authority which either of them may exercise, and to enter into agreements for the performance of governmental services, activities, or undertakings, and

**WHEREAS**, Cook County acknowledges that there are units of local government within Cook County that were not eligible to receive a portion of CRF and Cook County, through the spirit of intergovernmental cooperation, desires to provide a portion of its CRF funding to aid such units of local government in addressing the impacts of the COVID-19 Public Health Emergency; and

**WHEREAS**, Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act requires that units of local government use the funds received to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act) for the state or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

**WHEREAS**, in order to provide funds for Subrecipient to pay necessary expenditures it has or will incur due to the COVID-19 public health emergency, the Parties have agreed that Cook County, in its sole and absolute discretion, may reimburse Subrecipient for eligible expenses as provided herein.

**NOW, THEREFORE**, the Parties mutually agree as follows:

**I. AGREEMENT TERM**

- A. This Agreement shall become effective on the date of execution, and end on December 30, 2020 (the

“Initial Term”).

- B. This Agreement may be extended beyond the Initial Term only upon the written approval of both Parties; provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.
- C. Cook County, in its sole and absolute discretion, may terminate this Agreement at any time.

## II. ACTIVITIES & ELIGIBLE EXPENSES

### A. Activities

Subrecipient shall be responsible for administering all COVID-19 response activities in a manner satisfactory to Cook County and consistent with any standards required as a condition of providing these funds. Allowable activities must be directly tied to response and recovery efforts related to COVID-19 and must be allowable pursuant to the CRF requirements.

### B. Eligible Expenses

Cook County, in its sole and absolute discretion, may reimburse and/or provide funding to Subrecipient for “Eligible Expenses” as described on Attachment A of this Agreement. Notwithstanding anything herein to the contrary, “Eligible Expenses” shall not include lost revenue. Failure of Subrecipient to comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.

## III. NOTICES

Notices to Cook County as required by this Agreement shall be delivered in writing, via email and addressed to Cook County as set forth below. Notices to Subrecipient as required by this Agreement shall be in writing, via email and addressed to Subrecipient as set forth below. All such notices shall also be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested.

Ammar M. Rizki  
Chief Financial Officer  
Cook County Bureau of Finance  
118 N. Clark Street, Suite 1127  
Chicago, IL 60602  
[SuburbanCovidFundingRequest@cookcountyil.gov](mailto:SuburbanCovidFundingRequest@cookcountyil.gov)

Name of Subrecipient: Northbrook Park District

Address: 545 Academy Drive

Northbrook, IL 60062

Email: mhamer@nbparks.org

## IV. TERMS & CONDITIONS

The following requirements are applicable to all activities undertaken with CRF funds.

Subrecipient acknowledges that this Agreement requires compliance with the regulations of the State of Illinois and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

#### A. Compliance with Federal Requirements

Subrecipient acknowledges that Eligible Expenses funded or reimbursed by Cook County to Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including, including, but not limited to, the following:

- Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
- Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- Fund payments are subject to Subpart F regarding audit requirements.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

#### B. Hold Harmless

Subrecipient shall hold harmless, release, and defend Cook County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

#### C. Indemnification

Subrecipient shall indemnify Cook County, its officers, agents, employees, and the federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by Cook County. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for Cook County. Subrecipient shall reimburse Cook County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify,

defend and hold harmless Cook County under this Agreement.

#### D. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in Subrecipient's application, request for funding, or request for reimbursement are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by Cook County to provide the funding under this Agreement.

Subrecipient shall promptly notify Cook County, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement.

#### E. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employee involved in the performance of this Agreement.

#### F. Insurance

Subrecipient shall carry sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

#### G. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. Cook County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

#### H. Suspension or Termination

Cook County may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to Cook County reports that are incorrect or incomplete in any material respect.

#### I. Program Fraud & False or Fraudulent Statements or Related Acts

Subrecipient and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any subcontractors pertaining to any matter resulting from a contract.

J. Debarment / Suspension and Voluntary Exclusion

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management (“SAM”) Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).

K. Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

**V. ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

Subrecipient agrees to comply with and agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all Eligible Expenses.

B. Duplication of Benefits; Subrogation

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by Cook County to Cook County.

Subrecipient must execute and deliver a Duplication of Benefits and Subrogation Agreement (“Duplication of Benefits Certification”), in the form attached hereto as Attachment B. Subrecipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Subrecipient’s obligation to promptly notify Cook County of any disaster assistance received from any other source.

C. Documentation & Recordkeeping

As required by 2 C.F.R. 200.331(a)(5), Cook County, or any duly authorized representative of Cook County, shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access

to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, as set forth in paragraph D below, but lasts as long as the records are retained.

#### D. Record Retention

Subrecipient shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report.

#### E. Internal Controls

Subrecipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission.

#### F. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

#### G. Monitoring & Compliance

Cook County shall evaluate the Subrecipient’s risk of noncompliance and monitor the activities of Subrecipient as necessary to ensure that the CRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of Subrecipient shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by the County to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

Cook County shall verify that Subrecipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements. Cook County may take enforcement action against noncompliant Subrecipient as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations

#### H. Close-Outs

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. 200.343 and the procedures described below. Subrecipient's obligation to Cook County will not terminate until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over funding provided under this Agreement.

#### I. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Cook County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be resolved by Subrecipient within 30 days after notice of such deficiencies by the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

If Subrecipient expends \$750,000 or more in total federal assistance (all programs) in a single year, must have an audit conducted of Coronavirus Relief Funds in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient shall submit a copy of that audit to Cook County.

Subrecipients who do not meet the Single Audit threshold are required to have a program-specific Coronavirus Relief Funds audit conducted in accordance with § 200.507 - Program-Specific Audits and may be required to submit such copy of that audit to Cook County.

Issues arising out of noncompliance identified in a Single or Program-Specific Coronavirus Relief Funds audit are to receive priority status of remediation or possible return of all funds to Cook County.

#### J. Payment & Reporting Procedures

##### 1. Payment Procedures

Cook County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with the allocations and disbursement policies established by Cook County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient; payments made for advances will require proof that the advance was used for an eligible expense on or before December 30, 2020.

Subrecipients should maintain a financial file with copies of back-up documentation for all paid eligible expenditures made by the Subrecipient during the eligible period. Documentation of expenditures will be reviewed and verified upon receipt by Cook County.

- a. Requests for reimbursement or funding must be submitted via email to [SuburbanCovidFundingRequest@cookcountyil.gov](mailto:SuburbanCovidFundingRequest@cookcountyil.gov).
- b. Notification letters approving requested funds will contain detailed instructions regarding delivery of approved funds to Subrecipient. Receipt of approved funds will be contingent on a fully executed Intergovernmental and Subrecipient Agreement. All CRF funds not expended by Subrecipient must be returned to Cook County by December 30, 2020, in compliance with the Close-Out Procedures contained in this Agreement.

2. Reporting Procedures. Subrecipient will be required to periodically report the status of projects approved for advance funding and will be required to tender to the County records addressing how the funding was used for eligible expenses on or before December 30, 2020. Such reporting may include documentation of invoices, submission of payroll logs, proof of contracts, etc. to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

#### VI. Personnel & Participation Conditions

1. Hatch Act

Subrecipient must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

2. Conflict of Interest

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

**VII. ATTACHMENTS**

All attachments to this Agreement are incorporated as if set out fully. 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.

This Agreement contains the following attachments:

- Attachment A – Library & Park District Application for CRF
- Attachment B – Duplication of Benefits Certification

**VII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VIII, WAIVER**

Cook County’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Cook County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**IX. CERTIFICATION**

The subrecipient hereby certifies that they have the authority and approval from the governing body to execute this Agreement and request reimbursement or advance funding from Cook County from the allocation of the Coronavirus Relief Fund provided to Cook County for eligible expenditures. The subrecipient further certifies the funds received for reimbursement or advances from the Coronavirus Relief Funds were or will be used only to cover those costs that:

- a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
- c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure and that the subrecipient has reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the subrecipient or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to Cook County.

Subrecipient agrees that they will retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Subrecipient understands any funds provided pursuant to this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections and cannot be used for expenditures for which the subrecipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

#### **X. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to Cook County's allocation of CRF funding to Subrecipient. This Agreement is subject to availability of Federal assistance under the Coronavirus Relief Funds as authorized under the CARES Act. Cook County has no legal requirement to provide funding to any Subrecipient.

#### **VI. SIGNATURE AUTHORITY**

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the of Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Cook County.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

**NORTHBROOK PARK DISTRICT**

**Signed:** \_\_\_\_\_

**Its Duly Authorized Agent**

**Printed Name:** Mary Ann Chambers

**Title:** President, Northbrook Park District Board of Commissioners

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

**COOK COUNTY, ILLINOIS**

**Signed:** \_\_\_\_\_

**Its Duly Authorized Agent**

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Approved as to form:**

**Signed:** \_\_\_\_\_

Office of the Cook County State's Attorney

**ATTACHMENT A – LIBRARY & PARK DISTRICT APPLICATION FOR CRF**



**Cook County Library & Park District Application  
for  
Coronavirus Relief Funds**

In order to request funding from Cook County under the Cook County COVID-19 Funding Response Plan, the Cook County applying organization must complete the fields below in their entirety for Coronavirus Relief Funds and include all required documentation.

Questions regarding the Cook County COVID-19 Funding Response Plan and/or the application process should be submitted via email to [SuburbanCovidFundingQuestions@cookcountyil.gov](mailto:SuburbanCovidFundingQuestions@cookcountyil.gov).

Completed applications must be submitted via email to: [SuburbanCovidFundingRequest@cookcountyil.gov](mailto:SuburbanCovidFundingRequest@cookcountyil.gov). Please note that incomplete applications may cause a delay in processing.

<b>General Information</b>		
<b>Organization Name</b>	<b>Name of Requesting Official</b>	<b>Submission Date</b>
<b>Request Description and Background Information</b>		
Explain <i>what</i> the expenditure will be or has been utilized for (materials, projects, services, etc.):		

Indicate the total amount requested (project specific and date specific to the extent possible):

Explain *how* expenditures will be or have been used to respond to the public health emergency (utilize the guiding questions below along with the attached Funding Guidance and FAQ document). Note: incomplete descriptions may lead to funding delays or denials of requests.

- *What impact will this project have or has had on your organization's service level / ability to reopen or maintain operations?*
- *What segment and size of the population is the project expected to serve or has served?*
- *How is the success of this project related to other projects?*
- *What are the projected consequences, if the request is not approved or project is not reimbursed?*

Are any requested funds expected to be expended after December 30, 2020?

If any requested funds in this application are for expenses not yet incurred, when are such funds expected to be incurred (*please be as precise as possible*)?

*Cook County Reimbursement Information:* Cook County (“County”) can only utilize Coronavirus Relief Funds (“CRF”) for documented COVID-19 related expenses. The information below will assist the County to remain federally compliant. Please indicate below which type(s) of expenses your organization is submitting. You can click on the embedded link for a detailed list of eligibility criteria.

Description	Indicate CRF Eligibility Category
<p>The <a href="#">Coronavirus Relief Fund</a> is used to cover costs that:</p> <ul style="list-style-type: none"> <li>• Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);</li> <li>• Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and</li> <li>• Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.</li> </ul>	<p>Y Expenses of actions to facilitate compliance with COVID-19 related public health measures.</p> <p>Y Any other COVID-19 – related expenses reasonably necessary to the function of government that satisfy the fund’s eligibility criteria.</p>
<p>Department of the Treasury <a href="#">Coronavirus Relief Fund Frequently Asked Questions</a></p>	

**Required Attachments**

- Signed IGA from applying organization
- Board resolution authorizing the IGA
- Relevant invoices and/or receipts
- Vendor ID Form and relevant W-9

Signatures and Certification
<ol style="list-style-type: none"> <li>1. The undersigned hereby certify that they have the authority and approval from the governing body on behalf of the applying organization to submit this application and request reimbursement from Cook County from the allocation of the Coronavirus Relief Fund provided to Cook County for eligible expenditures.</li> <li>2. I understand that this application is a component of the executed Intergovernmental and Sub-recipient Agreement between the parties.</li> <li>3. I understand Cook County will rely on this certification as a material representation in reviewing and potentially approving this application.</li> <li>4. I certify the use of funds submitted in this application for reimbursement from the Coronavirus Relief Funds were or will be used only to cover those costs that:             <ol style="list-style-type: none"> <li>d. Are <i>necessary expenditures</i> incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);</li> <li>e. Were not accounted for in the budget most recently approved as of March 27, 2020; and</li> <li>f. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.</li> </ol> </li> <li>5. I understand any award of funds pursuant to this application must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We</li> </ol>

have reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the organization or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to Cook County.

6. I understand any funds provided pursuant to this application and certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

7. I understand funds received pursuant to this application and certification cannot be used for expenditures for which the organization has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein as well as the application are true and correct to the best of my knowledge.

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**Organization Head (signature)**

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**Title**

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**Date**

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**Organization Head (printed)**

*Effective: [\_\_NA\_\_]*

**ATTACHMENT B – DUPLICATION OF BENEFITS CERTIFICATION**

In consideration of Subrecipient’s receipt of funds or the commitment of funds by the Cook County, Subrecipient hereby assigns to Cook County all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or coverage or any other reimbursement or relief program related to or administered by the Federal Emergency Management Agency, the Small Business Administration or any other source of funding that were the basis of the calculation of the portion of the Coronavirus Relief Funding transferred to the Subrecipient under the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds Agreement entered into by and between Cook County, Illinois, and the Northbrook Park District on\_, 2020. Any such funds received by the Subrecipient shall be referred to herein as “additional funds.”

Additional funds received by the Subrecipient that that are determined to be a Duplication of Benefits (“DOB”) shall be referred to herein as “DOB Funds.” Subrecipient agrees to immediately notify Cook County of the source and receipt of additional funds related to the COVID-19 pandemic. Cook County shall notify the Federal awarding agency of the additional funding reported by Subrecipient to Cook County. Subrecipient agrees to reimburse Cook County for any additional funding received by the Subrecipient if such additional funding is determined to be a DOB by Cook County, the Federal awarding agency or an auditing agency. Subrecipient further agrees to apply for additional funds that the Subrecipient may be entitled to under any applicable Disaster Program in an effort to maximize funding sources available to the Subrecipient and Cook County.

Subrecipient acknowledges that in the event that Subrecipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Subrecipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, the Grantee shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

Subrecipient: Northbrook Park District

Signed: \_\_\_\_\_

Its Duly Authorized Agent

Printed Name: Mary Ann Chambers Title: President, Northbrook Park District Board of Commissioners

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

**RESOLUTION NO. 20-R-4**

**RESOLUTION APPROVING THE INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT  
FOR CORONAVIRUS RELIEF FUNDS WITH COOK COUNTY**

WHEREAS, the Northbrook Park District (“District”) is an Illinois park district organized and operating pursuant to the provisions of the Illinois Park District Code (“Code”) (70 ILCS 1205/1-1 et seq.) and all laws amendatory thereof and supplementary thereto; and

WHEREAS, Article 8-1(d) of the Code in relevant part empowers the Northbrook Park District Board of Park Commissioners (“Board”) to pass all necessary ordinances, rules and regulations for the proper management and conduct of the business of the District; and

WHEREAS, the County of Cook, Illinois (the “County”) is a recipient of funding from the U.S. Treasurer under the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”); and

WHEREAS, the County is authorized to transfer a portion of its CARES Act funds to smaller units of Illinois local government for direct expenses related to the coronavirus; and

WHEREAS, the District is eligible to receive \$5,000 in CARES Act funds from the County; and

WHEREAS, the County has conditioned the District’s receipt of such CARES Act funds on the Board’s passage of a resolution approving a certain Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds in the form attached hereto as Exhibit 1 (the “Agreement”); and

WHEREAS, the Board believes, finds and hereby declares that it is in the best interest of the District to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PARK COMMISSIONERS OF THE NORTHBROOK PARK DISTRICT, COOK COUNTY, ILLINOIS, AS FOLLOWS:

**SECTION 1:** The foregoing recitals are incorporated by reference in this Resolution.

**SECTION 2:** The Board hereby approves the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds with Cook County, which is attached hereto as Exhibit 1 and made a part hereof.

**SECTION 3:** The Board further authorizes its Board President to execute said Agreement in substantially the same form attached hereto, to execute the application and certifications contained in Attachments A and B to the Agreement, and to take all other actions and execute all other documents and certifications as may be necessary to effectuate the intent of this Resolution.

**SECTION 4:** All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

**SECTION 5:** This Resolution shall be in full force and effect immediately upon its passage and approval.

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
President, Board of Park Commissioners

ATTEST:

\_\_\_\_\_  
Secretary, Board of Park Commissioners