# VILLAGE OF STEGER

# **BOARD OF TRUSTEES**

# REGULAR MEETING AGENDA ALSO BEING HELD VIA

# Teleconference #312.626.6799 Meeting ID# 81281661491

# Passcode #382379

# 3320 Lewis Avenue, Steger IL 60475

# August 17, 2020 7:00pm

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITIONS –
- D. MINUTES of August 03, 2020 Regular Meeting
- E. AUDIENCE PARTICIPATION
- F. REPORTS
  - 1. Administrator
  - 2. Department Heads
    - a. Public Infrastructure/Code Enforcement Director
    - b. Fire Chief
    - c. Police Chief
    - d. EMA Chief
  - 3. Attorney
  - 4. Treasurer
  - 5. Trustee/Liaison
  - 6. Clerk
  - 7. Mayor's Report
- G. PAYING OF THE BILLS:
- H. CORRESPONDENCE

The Village of Steger, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Human Resource Department at (708) 754-3395 to allow the Village to make reasonable accommodations for those persons

# MONDAY AUGUST 17, 2020 BOARD OF TRUSTEE REGULAR MEETING AGENDA

- I. UNFINISHED BUSINESS:
- J. NEW BUSINESS:

**RESOLUTION NO 1149:** 

A RESOLUTION AUTHORIZING THE VILLAGE
PRESIDENT OR HIS DESIGNEE TO SUBMIT AN
APPLICATION FOR CORONAVIRUS RELIEF FUNDS

PROVIDED TO COOK COUNTY UNDER THE

CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY

ACT ("CARES ACT") AND AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AND SUMRECIPEINT AGREEMENT FOR CORONAVIRUS

REFLIEF FUNDS WITH COOK COUNTY

K. Adjournment

# MINUTES OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF STEGER, WILL & COOK COUNTIES, ILLINOIS

The Board of Trustees convened in regular session at 7:00 P.M. on this 3rd day of August, 2020 in the Municipal Building of the Village of Steger and via Teleconference that was made available to all residents. Mayor Peterson led all in attendance in the Pledge of Allegiance to the flag.

Village Clerk Joseph M. Zagone, Jr. called the roll. The following Trustees were present, Joyce, Kozy, Lopez, Skrezyna, Buxton and Mayor Peterson. Trustee Perchinski was present via Zoom.

Also present were: Village Administrator Mary Jo Seehausen and Fire Chief Nowell Fillion. Police Chief Patrick Rossi, EMA Chief Tom Johnston and Director of Public Infrastructure Dave Toepper were present via Zoom.

# AWARDS, HONORS AND SPECIAL RECOGNITION

Dawn Porter was introduced. Mayor Peterson has appointed Ms. Porter to the Police and Fire Commission. Village Clerk Zagone proceeded with the oath of office and Dawn Porter is now officially a Police and Fire Commissioner for the Village of Steger.

### **MINUTES**

Trustee Lopez made a motion to approve the minutes of the July 20th meeting as written. Trustee Perchinski seconded the motion. Roll was called. The following Trustees voted aye: Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried

#### AUDIENCE PARTICIPATION

None

#### REPORTS

Village Administrator Mary Jo Seehausen No report.

**Director of Public Infrastructure Dave Toepper** No report.

Minutes August 2, 2020 page 2

Fire Chief Nowell Fillion Offered condolences to Mary Jo Seehausen on the loss of her mother. The Fire Department has been working with the Village Administrator on two new hires. Been working with Metro, our contract provider to see if there are any

better opportunities for filling the needs they now provide. Also working with them on the Ground Emergency Transport funding through the Department of Healthcare and Family Services. This would help to provide funds we are not currently getting through Medicare. All efforts are being made to help get more funding for our ambulance.

Police Chief Patrick Rossi No report.

EMA Chief Tom Johnston No report.

Village Attorney No report.

**Treasurer** No report

# **TRUSTEES' REPORTS**

Trustee Buxton. No report

Trustee Skrezyna No report.

**Trustee Lopez** Asked Dave Toepper to look into the street lights on Chicago Rd. Seems they have been staying on at all hours. The Village is working on the issue.

Trustee Kozy No report.

Trustee Perchinski No report.

Trustee Joyce No report.

<u>VILLAGE CLERK</u> Announced that the St Liborius Parish Picnic planned on the Boulevard on September 13<sup>th</sup> has been cancelled. He thanked the board for their consideration for this event.

**PRESIDENT PETERSON** Offered condolences to Village Administrator Mary Jo Seehausen on the loss of her mother. He also wished his wife Alice a Happy Birthday.

Minutes August 2, 2020 page 3

## **BILLS**

Trustee Skrezyna made a motion to approve the bills listed. Trustee Buxton seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

# **CORRESPONDENCE** None

# **UNFINISHED BUSINESS** None

### **NEW BUSINESS:**

Trustee Perchinski made a motion to approve ORDINANCE No.1239: AN ORDINANCE AUTHORIZING THE VILLAGE OF STEGER TO ENTER INTO A CERTAIN LETTER AGREEMENT WITH SCREMENTI'S RESTAURANT, INC. TO REDEVELOP CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, Skrezyna, and Buxton. Mayor Peterson voted aye. Motion carried

Trustee Lopez made a motion to approve ORDINANCE No.1240: AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF STOP SIGNS ON WEST 32<sup>ND</sup> STREET AND MORGAN STREET FOR THE VILLAGE OF STEGER. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, Skrezyna, and Buxton. Mayor Peterson voted aye. Motion carried

Trustee Joyce made a motion to adjourn to Executive Session. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye: Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Joyce made a motion to reconvene. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye: Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Minutes August 2, 2020 page 4

There being no further business,

Trustee Joyce made a motion to adjourn the meeting. Trustee Lopez seconded the motion. Voice vote; all ayes. Motion carried.

Meeting adjourned at 8:00 pm.

Kenneth A. Peterson, Jr., Village President

Joseph M. Zagone, Jr., Village Clerk

DATE: 08/13/20

Village of Steger
A / P W A R R A N T L I S T
REGISTER # 962
Thursday August 13, 2020

SYS TIME:10:42 [NW2] PAGE 1

PAYABLE TO	INV NO	CHECK G/L NUMBER	DATE CHECK NO DESCRIPTION	AMOUNT DIST
GUARANTEED T	ECHNICAL SERV & C	ONSULT THE		
COMED	2020-00300	01-00-32901	MAIN COMPUTER	180.00
COMED	08014 073120	01-00-33100	ELECTRICITY	16.27
ANDREWS PRIN	34133 080320	01-00-33100	ELECTRICITY	29.95
GARVEY'S OFF	66789	01-00-33400	PRINTING SUPPLIES	353.00
	PINV1952945	01-00-33500	OFFICE SUPPLIES	98.27
	T CLEANING SERVIC 13412	01-00-33502	CLEANING SERVICE	600.00
COMCAST	181708 080120	01-00-33700	TELEPHONE	94.33
VERIZON WIRE	9860052791	01-00-33700	TELEPHONE	367.95
COMCAST	181708 080120	01-00-33701	CABLE	115.94
EIGHNER'S FLO	00316188	01-00-38900	MISC OTHER WENZEL	134.95
EIGHNER'S FLO	OWERS-GIFTS 00316188	01-00-38900	MISC OTHER WILLET	94.95
OnSolve LLC	INV54661822453	01-00-38901	DUES SUBSCRIPTION	678.15
	Od			
TOTAL FOR	FUND OT	DEPT. 00		2763.76
VERIZON WIRE	LESS 9860052791	01-07-33700	TELEPHONE	90.59
TOTAL FOR	FUND 01	DEPT. 07		90.59
ROBINSON ENG	INEERING 200440446 05272	01-08-34300	ENGINEERING SERVI	783.00
TOTAL FOR	FUND 01	DEPT. 08		783.00
R & R MAINTEN	NANCE FIRE & FLEET			
HERITAGE F/S	12371 , INC.	01-20-31805	MAINT VEHICLES	1215.00
HERITAGE F/S	35004914 , inc.	01-20-33300	GASOLINE	90.03
HERITAGE F/S	35004978 , INC.	01-20-33300	GASOLINE	101.70
HERITAGE F/S,	35005031 , inc.	01-20-33300	GASOLINE	188.20
HERITAGE F/S.	35005092	01-20-33300	GASOLINE	200.50
HERITAGE F/S,	35005183	01-20-33300	GASOLINE	201.24
	35005183	01-20-33300	DIESEL	246.17

Village of Steger A / P WARRANT LIST REGISTER # 962 Thursday August 13, 2020

SYS TIME:10:42 [NW2]

DATE: 08/13/20	) 1	REGISTER # 9 Thursday August 13		PAGE 2
PAYABLE TO	INV NO	CHECK I	DATE CHECK NO DESCRIPTION	AMOUNT DIST
		** <b>=======</b> ============================	== <u>=====================</u>	
HERITAGE F/S, INC 3500	C. 05204	01-20-33300	GASOLINE	185.22
PROVEN BUSINESS 5	SYSTEMS 693	01-20-33500	OFFICE SUPPLIES	1176.31
PROVEN BUSINESS : 7239		01-20-33500	OFFICE SUPPLIES	198.81
EXPERT CHEMICAL 853		01-20-33501	SHOP SUPPLIES	289.98
MENARDS - MATTES		01-20-33501	SHOP SUPPLIES	302.44
VERIZON WIRELESS 986	0052791	01-20-33700	TELEPHONE	163.08
VERIZON WIRELESS 986	0052791	01-20-33700	TELEPHONE	10.08
AIRGAS USA LLC 997	2483917	01-20-33702	AMBULANCE SUPPLIE	; 118.24
OSBY WATER CONDIT	TIONING 646 080120	01-20-33901	RENTAL EQUIPMENT	63.76
IMS ALLIANCE 20-	2582	01-20-37302	NEW UNIFORMS	35.67
BLUETARP FINANCIA 457	AL 15444	01-20-37800	TOOLS WORK EQUIPM	75.41
AIR ONE EQUIPMEN 159		01-20-37805	PERSONAL EQUIPMEN	397.50
TOTAL FOR FUN	D 01	DEPT. 20		5259.34
SECRETARY OF STA 093		01-40-31805	REGISTRATION	151.00
HERITAGE F/S, IN 350	C. 04914	01-40-33300	GASOLINE	326.01
HERITAGE F/S, IN 350	C. 04978	01-40-33300	GASOLINE	405.23
HERITAGE F/S, IN 350	C. 05031	01-40-33300	GASOLINE	315.25
HERITAGE F/S, IN 350	C. 05092	01-40-33300	GASOLINE	198.87
HERITAGE F/S, IN 350	C. 05183	01-40-33300	GASOLINE	453.76
HERITAGE F/S, IN 350	C. 05204	01-40-33300	GASOLINE	307.13
GARVEY'S OFFICE PIN	PRODUCTS V1953051	01-40-33500	OFFICE SUPPLIES	35.90
PROVEN BUSINESS 723	SYSTEMS 916	01-40-33500	OFFICE SUPPLIES	198.81
ABSOLUTE BEST CL 134		CES, INC. 01-40-33502	CLEANING SERVICE	600.00
	47 080320	01-40-33700	TELEPHONE	103.39
VERIZON WIRELESS 986	; ; ;0052 <b>7</b> 91	01-40-33700	TELEPHONE	712.27
VERIZON WIRELESS		01-40-33700	TELEPHONE	10.08
COMCAST	47 080320	01-40-33701	CABLE	144.95

01-40-33701

75247 080320

Village of Steger

WARRANT A / P LIST

REGISTER # 962

Thursday August 13, 2020

3

[NW2]

SYS TIME: 10:42

DATE: 08/13/20 **PAGE** PAYABLE TO CHECK DATE CHECK NO AMOUNT INV NO G/L NUMBER DESCRIPTION DIST MOTOROLA SOLUTIONS-STARCOM13108 COLLECTI 5137620200630 01-40-33702 1386.00 RADIO SERVICE MARLIN BUSINESS BANK 18250245 01-40-33703 MAIN CONTRACTS 1034,42 THE EAGLE UNIFORM COMPANY INC 4885 01-40-37302 **NEW UNIFORMS** 152.00 RAY O'HERRON CO INC 2041765-IN 01-40-37302 **NEW UNIFORMS** 167.03 LEXISNEXIS RISK SOLUTIONS 1213944-2020073 01-40-38901 **DUES** 150.00 TOTAL FOR FUND 01 DEPT. 40 6852.10 TOTAL FOR FUND 01 15748.79 SMITHEREEN COMPANY 2268918 03-30-33703 MAIN CONTRACTS 61.00 ADT COMMERCIAL LLC 32429557 72620 03-30-33704 SECURITY SYSTEM 52.04 TOTAL FOR FUND 03 DEPT. 30 113.04 **BELSON OUTDOORS** 185694 03-31-31300 PARK REC MAIN 5141.44 COMED 29006 080320 03-31-33100 **ELECTRICITY** 181.21 COMED 66000 080320 03-31-33100 **ELECTRICITY** 153.46 COMED 82008 073120 03-31-33100 ELECTRICITY 81.23 STANLEY CONVERGENT SECURITY SOLUTIONS 17656625 03-31-33704 SECURITY SYSTEM 220.40 TOTAL FOR FUND 03 DEPT. 31 5777.74 TOTAL FOR FUND 03 5890.78 GALLAGHER MATERIALS CORP 15936 06-00-31204 MAIN PATCHING 996.96 GREAT LAKES CONCRETE, LLC 16604 06-00-31504 MAINT MAINS 460.80 M&J UNDERGROUND, INC M20-0226 06-00-31504 MAINT MAINS 1236.00 M&J UNDERGROUND, INC M20-0227 06-00-31504 6249.50 MAINT MAINS CORE & MAIN M492292 06-00-31504 MAINT MAINS **⊥76.00** CORE & MAIN M706355 06-00-31504 MAINT MAINS 1002.00

Village of Steger
A / P W A R R A N T L I S T
REGISTER # 962
Thursday August 13, 2020

SYS TIME:10:42 [NW2]

DATE: 08/13/20

	PAGE 4	
0	AMOUNT	
M	DTST	

PAYABLE TO	INV NO	CHECK G/L NUMBER	DATE CHECK NO DESCRIPTION	AMOUNT DIST
UNIFIRST CORPOR	RATTON			
	0409427	06-00-32900	MATS	27.13
	0004 080320	06-00-33100	ELECTRIC	30.58
	004914	06-00-33300	GASOLINE	106.12
j 135	5004978	06-00-33300	GASOLINE	202.32
	5005031	06-00-33300	GASOLINE	119.36
	005092	06-00-33300	GASOLINE	214.37
	005183	06-00-33300	GASOLINE	215.11
	005183	06-00-33300	DIESEL	246.18
	005204	06-00-33300	GASOLINE	152.98
	ILY STATEMENT	06-00-33501	SHOP SUPPLIES	226.87
	16453244	06-00-33501	SHOP SUPPLIES	102.97
ELMER & SON LOC 38	KSMITHS INC 2903	06-00-33501	SHOP SUPPLIES	54.50
VERIZON WIRELES 98	S 60052791	06-00-33700	TELEPHONE	353.87
UNIFIRST CORPOR 06	ATION 2 0408553	06-00-33800	UNIFORM SERVICE	95.17
UNIFIRST CORPOR	ATION 2 0409478	06-00-33800	UNIFORM SERVICE	95.17
EXCEL ELECTRIC 12	INC 4550	06-00-33900	SUPPLIES SERVICES	200.00
SUBURBAN LABORA 17	TORIES INC 8572	06-00-34800	WAER TESTING FEES	760.00
SUBURBAN LABORA 17	TORIES INC 8760	06-00-34800	WATER TESTING FEE	40.00
TOTAL FOR FU	ND 06	DEPT. 00		13363.96
TOTAL FOR FU	ND 06		13363.96	
MARTIN IMPLEMEN P2	T SALES INC 8388	07-00-31800	MAIN TOOLS WORK E	207.88
	2 0409427	07-00-32900	MATS	27.13
HERITAGE F/S, I	NC. 004914	07-00-33300	GASOLINE	106.12
HERITAGE F/S, I		07-00-33300	GASOLINE	202.31
HERITAGE F/S, I		07-00-33300	GASOLINE	119.36
HERITAGE F/S, I		07-00-33300	GASOLINE	214.37
HERITAGE F/S, I		07-00-33300	GASOLINE	215.11
33		0, 00 33300	J. 100 L.1.1.	- <del>-</del>

DATE: 08/13/20

Village of Steger A / P W A R R A N T L I S T REGISTER # 962 Thursday August 13, 2020

SYS TIME:10:42 [NW2]

PAGE

5

•	•	, , ,		
PAYABLE TO	INV NO	G/L NUMBER	DATE CHECK NO DESCRIPTION	AMOUNT DIST
HERITAGE F/S				
•	35005183	07-00-33300	DIESEL	246.18
HERITAGE F/S	35005204	07-00-33300	GASOLINE	152.97
ACE HARDWARE	IN STEGER JULY STATEMENT	07-00-33501	SHOP SUPPLIES	86.93
CINTAS CORPO	RATION LOCKBOX 5016453244	07-00-33501	SHOP SUPPLIES	102.96
ELMER & SON	LOCKSMITHS INC 382903	07-00-33501	SHOP SUPPLIES	54.50
COMCAST				)
COMCAST	72327 80120	07-00-33700	TELEPHONE	84.82
UNIFIRST COR		07-00-33701	CABLE	96.37 
UNIFIRST COR	062 0408553 PORATION	07-00-33800	UNIFORM SERVICE	95.17
5,12,12,10,1	062 0409478	07-00-33800	UNIFORM SERVICE	95.17
TOTAL FOR	FUND 07	DEPT. 00		2107.35
TOTAL FOR	FUND 07		2107.35	
COMED				
COMED	22049 073120	08-00-33102	ELECTRICITY	128.42
COMED	24002 08320	08-00-33102	ELECTRIC	99.51
	80004 073120	08-00-33102	ELECTRICIYT	25.13
COMED	81001 073120	08-00-33102	ELECTRICITY	30.33
TOTAL FOR	FUND 08	DEPT. 00		283.39
TOTAL FOR	FUND 08		283.39	
HERITAGE F/S		44 00 22200		430 30
HERITAGE F/S	35004914 , INC.	16-00-33300	GASOLINE	138.38
HERITAGE F/S	35004978	16-00-33300	GASOLINE	137.64
HERITAGE F/S	35005031	16-00-33300	GASOLINE	139.13
_	35005092	16-00-33300	GASOLINE	139.13
HERITAGE F/S	35005183	16-00-33300	GASOLINE	⊥39.87
HERITAGE F/S	35005204	16-00-33300	GASOLINE	139.13
VERIZON WIRE	9860052791	16-00-33700	TELEPHONE	120.51
TOTAL FOR	FUND 16	DEPT. 00		953.79

80

16

DATE: 08/13/20

MOTOR FUEL TAX

H.S.E.M.

TOTAL FOR REGULAR CHECKS:

Village of Steger A / P W A R R A N T L I S T REGISTER # 962 Thursday August 13, 2020

PAGE 6

[NW2]

SYS TIME: 10:42

283.39 953.79

38,348.06

PAYABLE TO	INV NO G/L NUMBE	CHECK DATE CHECK NO R DESCRIPTION	AMOUNT DIST
TOTAL FOR FUND	16	953.79	1
** TOTAL CHECK	S TO BE ISSUED	38348.06	į
01	CORPORATE	15748.79	l
03	PLAYGROUND/RECREATI	ON 5890.78	
06	WATER/SEWER FUND	13363.96	•
07	ROAD & BRIDGE	2107.35	

Village of Steger
A / P W A R R A N T L I S T

SYS TIME:10:42 [NW2]

DATE: 08/13/20

Thursday August 13, 2020

PAGE 7

POSTINGS FROM ALL CHECK REGI	A/P MANUAL CHECK POSTING STRATION RUNS(NR) SINCE	LAST CHECK VOUCHER RUN(NCR)
PAYABLE TO REG N INV NO G/	O CHECK DATE CHEC L NUMBER DESCRIP	K NO AMOUNT
USPS CRETE 818 D1 & D3 AUG.20		· <del></del>
TOTAL FOR FUND 01	DEPT. 00	499.25
TOTAL FOR FUND 01		499.25
MILLSAP, ZACK BASKETBALL 2020 PLACZKOWSKI, DAVE 818 BASKETBALL 2020 SMITH, CHUCKIE 818 BASKETBALL 2020 SOBCZYNSKI, TOMMY 818 BASKETBALL 2020 WALTER, HALIE 818 BASKETBALL 2020	07/31/20 1121 13-50-33200 2020 BA 07/31/20 1121 13-50-33200 BASKETB 07/31/20 1121	3 SKETBALL O 700.00 4 ALL 2020 O 450.00 7
TOTAL FOR FUND 13	DEPT. 50	1650.00
MICHAELS, MERCEDES 818 ST.STORM FALL20	07/30/20 1121 13-52 <b>-</b> 38101 STORM F	0
TOTAL FOR FUND 13	DEPT. 52	350.00
NSA INDIANA 818 HALL OF FAME	07/30/20 1121 13-53-38903 NSA HAL	1 L OF FAME 1700.00
TOTAL FOR FUND 13	DEPT. 53	1700.00
TOTAL FOR FUND 13		3700.00
** TOTAL MANUAL CHECKS LISTE	D	4199.25
** TOTAL OF ALL LISTED CHECK	s 4	2547.31

# **RESOLUTION NO. 1149**

STATE OF ILLINOIS	)
COUNTIES OF COOK	)
AND WILL	Ś

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT OR HIS DESIGNEE TO SUBMIT AN APPLICATION FOR CORONAVIRUS RELIEF FUNDS PROVIDED TO COOK COUNTY UNDER THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT ("CARES ACT") AND AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT FOR CORONAVIRUS RELIEF FUNDS WITH COOK COUNTY.

WHEREAS, the Village of Steger, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the efficient and effective operation of government; and

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the outbreak of novel coronavirus ("COVID-19"), a highly contagious disease, jeopardizes the public health and safety of the residents of the Village; and

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

and

WHEREAS, the Village has taken appropriate measures in order to protect the health, safety and welfare of the persons within the Village during the COVID-19 pandemic (the "Pandemic"); 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") to provide much needed resources to help governments, businesses and individuals respond to the Pandemic; and

WHEREAS, the CARES Act created the Coronavirus Relief Fund (the "CRF") to provide financial resources to state and local governments with a population of 500,000 or more residents; 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" due 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, Cook County has chosen to allocate \$51,000,000 of its CRF funding among the 134 municipalities located within Cook County through an application process and upon the passage and approval of a certain intergovernmental agreement titled an "Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds" (the "IGA"), by the Village and Cook County, a copy of which is attached hereto as Exhibit A; and

WHEREAS, it has been determined by the Corporate Authorities of the Village in representation of its residents to authorize the President and/or his designee to submit a Cook County Suburban Municipality Application for funds provided to Cook County under the CARES Act and to approve and enter into the IGA with Cook County;

**NOW**, **THEREFORE**, **BE IT RESOLVED** by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, State of Illinois, as follows:

# ARTICLE I. IN GENERAL

**SECTION 1:** Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

SECTION 2: Purpose.

The purpose of this Resolution is to authorize the President and/or his designee to submit a Cook County Suburban Municipality Application for CRF funds provided to Cook County under the CARES Act and to enter into and approve the IGA governing the terms of the Village's use of the CRF funds.

# ARTICLE II. AUTHORIZATIONS

**SECTION 3: Authorization for Application.** 

The Corporate Authorities hereby authorize the President and/or his designee to submit a Cook County Suburban Municipality Application for funds provided to Cook County under the CARES Act and to complete any such documentation that may be necessary to effectuate the same and to further serve the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

SECTION 4: Authorization to Enter into and Approve the IGA.

The IGA is hereby accepted and approved. The Village Board hereby

authorizes and directs the President or his designee to enter into and approve the IGA in accordance with its terms, or any modification thereof, and to ratify any and all previous actions taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or his designee to execute the applicable IGA. The Village Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out and give effect to this Resolution and shall take all action necessary in conformity therewith. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Corporate Authorities hereby ratify any previous actions taken to effectuate the goals of this Resolution.

#### **SECTION 5:** Other Actions Authorized.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out and give effect to the intent of this Resolution and shall take all actions necessary in conformity therewith.

# ARTICLE III. HEADINGS, SAVINGS CLAUSES, PUBLICATION, EFFECTIVE DATE

#### SECTION 6: Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

## SECTION 7: Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

## SECTION 8: Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

#### **SECTION 9: Publication.**

A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

#### **SECTION 10: Effective Date.**

This Resolution shall be effective and in full force immediately upon passage and approval.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this day of August, 20	)20.
	Joseph M. Zagone, Jr., Village Clerk
APPROVED this day of August	i, 2020.
	Kenneth A. Peterson, Jr., Village President
Roll Call Vote:	
Voting in favor: Voting against: Not voting:	

# **EXHIBIT A**

# INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT FOR

# **CORONAVIRUS RELIEF FUNDS**



Between					
COUNTY OF COOK	K, ILLINOIS				
And					
Village of Steger		· · · · · · · · · · · · · · · · · · ·			
(Cook County, Illinoi	is Suburban Mu	unicipality, Townsh	nip or Fire Protec	tion District (Subrecip	ient)
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): Village of Steger
   Subrecipient's unique entity identifier (DUNS): \_\_\_\_\_\_\_
   Subaward Period of Performance Start and End Date: July 1, 2020, through December 30, 2020.
   Total Amount of Federal Funds allocated to the Subrecipient: \$\_\_\_\_\_\_\_
- 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 suburban municipalities in Cook County. Suburban municipalities which for the purposes of this agreement include municipalities, townships and fire protection districts in suburban Cook County may apply for County awarded Coronavirus Relief Funds pursuant to the following procedures and consistent with eligibility guidance. Requests will be reviewed by the Cook County Bureau of Finance Program Management Office (PMO) of the COVID-19 Financial Response Plan. Available funds will be distributed to suburban municipalities consistent with their respective allocations and based on the type of expenditure, the volume of requests, and the balance of funds available.

- Name of Federal Awarding Agency: U.S. Department of the 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: <u>SuburbanCovidFundingRequest@cookcountyil.gov</u>
- 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, throug	h the Office of the Chief Financial Officer and Bureau of
Finance (herein called "Cook County"), and Village of S	Steger (herein
called "Subrecipient"). Cook County and Subrecipient s	shall sometimes be referred to herein individually as the
"Party" and collectively as the "Parties."	and the second of the second o

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 local municipalities 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 local municipalities 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 Unites 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

Name of Subrecipient: Village of Steger

Address: 3320 Lewis Avenue, Steger, Illinois 60475

Email: mseehausen@villageofsteger.org

#### IV. TERMS & CONDITIONS

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

### A. Compliance with State and Local Requirements

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.

#### B. 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 Principals, 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, 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.

#### C. 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.

# D. 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.

#### E. 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.

#### F. Workers' Compensation

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

#### G. 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.

#### H. 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.

#### I. 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.

#### J. 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.

#### K. 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 <a href="www.sam.gov">www.sam.gov</a>.
- L. 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 three (3) 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.

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 <a href="mailto-suburbanCovidFundingRequest@cookcountyil.gov">SuburbanCovidFundingRequest@cookcountyil.gov</a>. Incomplete applications may result in a delay in a decision regarding of funding requests.
- b. Upon receipt of the Applications, the County will confirm receipt of application by email.
- c. The received application will be reviewed and Subrecipient will receive a Notification Letter by email indicating denial and/or approval of the funding request within approximately 10 days.
- d. 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. Such reporting may include documentation of invoices, submission of payroll logs, proof of contracts, etc... to substantiate eligible expenses. Subrecipient must indicate to the County by September 30, 2020 its intent (or not) to fully expend its allocated funds by December 30, 2020. In the case the subrecipient reports to Cook County that it anticipates spending less than its entire allocation, the County will reduce the subrecipient's total allocation by the anticipated unused amount. 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 Eligible Expenses
- 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 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 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.

Signed:
Its Duly Authorized Agent
Printed Name:
Title:
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

VILLAGE OF STEGER

#### ATTACHMENT A - ELIGIBLE EXPENSES

Eligible expenses are subject to approval by Cook County and are contingent on allowability under the respective funding sources. Eligible expenses are those incurred for response and recovery activities as a result of a declared emergency. Cook County will review all expenses submitted for reimbursement. Reimbursement shall only be made for eligible expenses that are directly tied to response and recovery activities related to COVID-19. Expenses must be allowable pursuant to the Federal agency award requirements. Expenses listed below is nonexclusive, and additional Federal funding sources may include additional eligible expenses.

#### Eligible Coronavirus Relief Fund (CRF) Expenses

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

- Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- 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
- Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Eligible expenditures include, but are not limited to, payment for:

- Medical expenses such as:
  - o COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase.
  - o COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
- Public health expenses such as:
  - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
  - o Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - o Expenses for public safety measures undertaken in response to COVID-19.

- o Expenses for quarantining individuals.
- Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.
- Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria, excluding costs associated in conducting Coronavirus Relief Fund Single or Program-Specific audits.

# 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, andbe referred to herein as "additional funds."	on, 2020. Any such funds received by the Subrecipient shall
to herein as "DOB Funds." Subrecipient agrees funds related to the COVID-19 pandemic. Cook reported by Subrecipient to Cook County. Subrecipient if such additional funding is dauditing agency. Subrecipient further agrees to a	that are determined to be a Duplication of Benefits ("DOB") shall be referred to immediately notify Cook County of the source and receipt of additional County shall notify the Federal awarding agency of the additional funding expirite agrees to reimburse Cook County for any additional funding received etermined to be a DOB by Cook County, the Federal awarding agency or an oply for additional funds that the Subrecipient may be entitled to under any fize funding sources available to the Subrecipient and Cook County.
and/or omits or fails to disclose any material fact subject to civil and/or criminal prosecution by	Subrecipient makes or files any false, misleading, or fraudulent statemen in connection with the funding under this Agreement, Subrecipient may be federal, State and/or local authorities. In any proceeding to enforce this rall costs of enforcement, including actual attorney's fees.
Subrecipient: Village of Steger	
Signed:	
Its Duly Authorized Agent	
Printed Name:	Title:
Date:	