
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2021-R-006**

**A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE
COOK COUNTY DEPARTMENT OF HEALTH AND THE VILLAGE OF TINLEY PARK TO
UTILIZE THE TINLEY PARK CONVENTION CENTER TO PERFORM EMERGENCY
PUBLIC HEALTH ACTIVITIES IN RESPONSE TO THE COVID-19 PANDEMIC**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees**

RESOLUTION NO. 2021-R-006

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WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Memorandum of Agreement (“MOA”) by and between the Village of Tinley Park and the Cook County Department of Health, to utilize the Tinley Park Convention Center to perform emergency public health activities in response to the COVID-19 pandemic, a true and correct copy of such MOA being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said MOU be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid Memorandum of Understanding be entered into and executed by said Village of Tinley Park, with said MOU to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 26th day of January, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller


NAYS: None

ABSENT: None

APPROVED this 26th day of January, 2021, by the President of the Village of Tinley Park.



Village President

ATTEST:


Village Clerk

EXHIBIT 1
MEMORANDUM OF AGREEMENT

**SITE USE AGREEMENT
BETWEEN
THE COOK COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT AND REGIONAL
SECURITY
AND
THE VILLAGE OF TINLEY PARK**

This Memorandum of Agreement (“Agreement”) is made and entered into between the County of Cook (“County”), an Illinois body politic and corporate, acting through its Department of Emergency Management and Regional Security (“EMRS”), whose principal office is located at 69 W. Washington Street, Suite 2600, Chicago, Illinois 60602, on behalf of the Cook County Department of Public Health (“CCDPH”), and Village of Tinley Park (“Entity”) (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, CCDPH, a System Affiliate of Cook County Health, with primary offices located at 7556 Jackson Blvd., Administrative Office, Forest Park, IL 60130, is the local public health department certified by the Illinois Department of Public Health (“IDPH”) to serve all of suburban Cook County, Illinois, except those areas served by another IDPH-certified local health department; and

WHEREAS, Entity is a body politic and corporate organized and operating under the laws of the State of Illinois, with its principal place of business located at 16250 S. Oak Park Avenue, Tinley Park, IL 60477; and

WHEREAS, Entity owns the building and grounds located at Site(s) listed in Exhibit A; and

WHEREAS, CCDPH wishes to arrange for the use of multiple locations throughout suburban Cook County for possible use in performing Clinical Activities in response to a Public Health Emergency; and

WHEREAS, an effective response to a Public Health Emergency may require the cooperative efforts of many individuals and entities, both governmental and private, including, but not limited to, local public health departments, health providers, local law enforcement, fire departments, municipalities, local government entities, school districts, colleges and universities; and

WHEREAS, Entity agrees to permit the County on behalf of CCDPH to use Site for the performance of Clinical Activities as defined herein in response to a Public Health Emergency.

NOW, THEREFORE, in consideration of the foregoing recitals, as well as the mutual agreements hereinafter set forth, the sufficiency and adequacy of which is hereby acknowledged, Entity and EMRS hereby agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are hereby incorporated into and made part of this Agreement.

II. TERMS AND TERMINATION

A. Term. This Agreement shall be effective upon execution by both parties and shall expire one (1) year from date of execution.

B. Site Value. The parties agree that the Site value per month is \$300,000 for 80,000 square feet, of which 75,000 square feet is event space and 5,000 square feet is vaccination storage. Site

shall include refrigeration equipment; telephone; electricity; high speed internet; speaker system with microphones; furniture, facilities and equipment; all labor required during the use and to re-set clean and sanitize the Site on a daily basis; parking for 1,500 cars; podiums; multi box; access to outlets. Additional Audio Visual Equipment will be made available to CCDPH at an additional charge and will be contracted for and invoiced separately.

- C. **Invoices.** Entity is on notice that invoices are required to comply with and be submitted in accordance with Cook County Code of Ordinances Sections 34-310 and 34-311. Unless the Parties agree to an alternative payment frequency and that alternative payment frequency, in writing, Entity will invoice monthly by submission of invoices to the EMRS. Each invoice must include itemized records that indicate the dates or periods in which services and deliverables being invoiced were furnished, describe the work performed and the time spent performing the work, and detail the fees and reimbursable expenses and disbursements incurred during the period covered by the invoice. Each invoice must be in a form acceptable to EMRS and include third-party receipts or other evidence satisfactory to EMRS for each expense or disbursement for which Entity's invoice seeks reimbursement. A sample invoice is attached as Exhibit B.
- D. **Payment.** EMRS payment terms are, unless otherwise mutually agreed upon by the Parties in writing, but in no event less than Net 30 days following EMRS receipt of Entity's invoice satisfying the requirements of II(C). No payment may be made on an invoice that fails to comply with the requirements of II(C). EMRS will pay the undisputed portion of each invoice that satisfies the requirements of II(C) within Net 30 days following EMRS receipt of Entity's invoice and notify Entity of any portion of the invoice that EMRS disputes and the bases for the dispute. Upon resolution of any disputed portion of an invoice, EMRS will pay the amounts owed to Entity within Net 30 days following such resolution. Entity will not be entitled, to: (a) invoice or otherwise charge EMRS or County for late fees, interest on past due payments, or other penalties assessed on untimely payments; or (b) invoice, without the prior written approval of the EMRS Deputy Finance Director or designee, additional charges, costs, mark-up or pass-through amounts with respect to any subcontract or subcontractor of or arranged by Entity.
- E. **Termination.** Any Party wishing to terminate this Agreement may do so for any reason provided that the terminating Party shall provide no less than thirty (30) days advance written notice to the other Party; provided, however, EMRS may terminate this Agreement immediately in the event (i) National Guard personnel are recalled from the Site or (ii) notice from the State of Illinois that it will cease supplying CCDPH with COVID-19 vaccine, in which event the monthly rent shall be prorated through the date of termination and the parties shall immediately wind-down operations and shall not incur additional expenses beyond the date of the termination, except where expressly agreed upon by the Parties in writing. Any expenses incurred prior to the date of termination, which have not been previously invoiced, shall be submitted as a final invoice consistent with subsection C., above. The date of termination shall be the date that the Site is returned by CCDPH to the Village of Tinley Park.
- F. **Immediate Termination.** Notwithstanding the Termination provision set forth in section, either party may immediately terminate this Agreement related to legislative, funding, governmental and/or other administrative factors.

III. **DEFINITIONS**

- A. **"Clinical Activities"** shall mean those public health functions performed at Site by CCDPH in response to or in preparation for a public health related event. Clinical Activities may include, but are not limited to, physical assessments, epidemiological investigations, minor medical treatments, and the dispensing or administration of medications and vaccinations,

including medications and vaccinations made available under an Emergency Use Authorization.

- B. **“Emergency Use Authorization”** shall mean a mechanism to facilitate the availability and use of medical countermeasures, including vaccines, during a declared Public Health Emergency. Under an Emergency Use Authorization, the Food and Drug Administration (“FDA”) may allow the use of unapproved medical products, or unapproved uses of approved medical products in an emergency to diagnose, treat, or prevent serious or life-threatening diseases or conditions when certain statutory criteria have been met, including that there are no adequate, approved, and available alternatives.
- C. **“Public Health Emergency”** shall mean the actual or anticipated threat of harm to the public’s health and safety due to the exposure or potential exposure to hazardous biological, chemical, or radiological agent(s) or other emerging public health threat(s). Public Health Emergency shall include, but not limited to, instances in which a disaster has been declared by governmental authorities.
- D. **“Site”** shall mean the physical location, designated in Exhibit A, Entity agrees to permit CCDPH to use in performing Clinical Activities in response to a Public Health Emergency.

IV. **RESPONSIBILITIES OF CCDPH**

- A. **Responsibility for Clinical Activities.** CCDPH shall be responsible for the performance and oversight of all Clinical Activities at the Site.
- B. **Furniture, Supplies, Medication and Equipment.** CCDPH shall provide any furniture, medications, supplies, and equipment necessary to conduct its Clinical Activities that are not available at the Site.
- C. **Safety and Security.** If necessary, when utilizing the Site pursuant to this Agreement, CCDPH may arrange for on-Site protection/security services to safeguard clinical supplies and police protection with local law enforcement agencies including, but not limited to, municipal police departments and the Cook County Sheriff’s Department. Entity’s security, if any, may provide assistance at the discretion of Entity.
- D. **Use of Site.** CCDPH shall use its best efforts to provide as much advance notice as is feasible with regard to its use of the Site for any purpose other than Clinical Activities.
- E. **Removal of Medical Waste.** CCDPH shall remove from Site all medical waste, including but not limited to hazardous medical waste, generated by the Clinical Activities conducted by CCDPH according to applicable Federal, state and local requirements. CCDPH will use industry best practices to ensure that medical waste is separate from regular non-medical waste. Entity retains responsibility for removal of non-medical waste.
- F. **Site Alterations.** CCDPH shall not make any alterations to Site without the written approval of Entity. Upon completion of the agreement, CCDPH shall return the premises back to its pre-agreement condition and shall ensure that it is fully sanitized consistent with all applicable health guidelines. Further, if carpeting cannot be cleaned or sanitized to suitable condition, it shall be replaced with a similar product within 30 days.

V. **RESPONSIBILITIES OF ENTITY**

- A. **Site Designation.** Entity agrees to allow CCDPH to use the Site, together with parking, ingress and egress, in order to conduct Clinical Activities. CCDPH will not use, or permit any use of the Site by its agents and employees, which is inconsistent with the terms and purposes of this Agreement.
- B. **Services.** Entity shall make the Site available to CCDPH along with the following supplies/services: daily non-medical waste removal; refrigeration equipment; telephone; electricity; high speed internet; speaker system with microphones; furniture, facilities and equipment; all labor required during the use and to re-set clean and sanitize the Site on a daily

basis; parking for 1,500 cars; podiums; multi box; access to outlets; site security, traffic control and an ambulance between the hours of 7 AM and 6:30 PM; and other services by mutual agreement. Further, should the Site, as a result of the Clinical Activities, require enhanced cleaning services, in CCDPH's discretion, Entity may provide, at CCDPH's request and expense, such services as mutually agreed upon by the Parties.

C. **Furniture and Equipment.** Entity shall allow CCDPH to use the facilities and equipment available at Site in conducting its Clinical Activities including, but not limited to, tables, chairs, communication and office equipment, kitchen area inclusive of refrigerators and freezers and restrooms.

VI. **LIAISONS**

EMRS and CCDPH and Entity have each identified a primary liaison together with their respective emergency contact information, as set forth on Exhibit C attached hereto. These individuals shall be authorized to act on behalf of the parties to plan for and facilitate the implementation of this Agreement and to provide and receive information pursuant to this Agreement.

VII. **CONFIDENTIALITY**

The parties shall comply with all applicable laws relating to the confidentiality of any individual health information generated, created or reviewed in connection with the activities set forth in this Agreement including but not limited to: the Health Insurance Portability and Accountability Act of 1996, as amended (the "Act"), including the federal privacy regulations (the "Privacy Rule") and security regulations (the "Security Rule") promulgated pursuant to the Act and codified in the Code of Federal Regulations ("C.F.R.") at 45 C.F.R. parts 160 and 164 (collectively, "HIPAA") and the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations (collectively, "HITECH"). The parties shall maintain the confidentiality of, and refrain from disclosing, personally identifiable health information except as permitted by law.

VIII. **FEDERAL FUNDING**

This Agreement will be funded in whole or in part with Federal financial assistance from the United States Department of Homeland Security, Federal Emergency Management Agency (FEMA). In signing this Agreement Entity acknowledges FEMA financial assistance will be used to fund the Agreement and agrees and/or certifies Entity will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives, as applicable, including but not limited to, those listed in Exhibit D.

IX. **RESPONSIBILITY FOR OPERATIONS**

It is understood and agreed that each Party to this Agreement is responsible for the activities of its employees and agents and for maintaining its own insurance, self-insurance programs, workers' compensation programs or occupational disease benefit programs, with respect to its own activities. It is the intent of the Parties that neither Party to this Agreement shall be liable for any negligent or wrongful act chargeable to the other. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the other or against third parties nor shall it be construed to create or increase liability of either Party beyond that which is otherwise imposed upon it by law.

X. **MISCELLANEOUS**

The following terms shall also apply with respect to the provisions of this Agreement:

A. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between

- the Parties and supersedes any prior written or oral agreements between the Parties regarding the subject matter hereof. This Agreement shall not be amended except by written agreement of the Parties. EMRS may enter into amendments to this Agreement, provided that no such amendment may result in the imposition of any payment obligation upon the County, without the express written approval of the EMRS executive director.
- B. Media Relations.** Entity shall notify the County and CCDPH regarding any media inquiries or presentations. Entity agrees that any communication to the media and/or public regarding this Agreement and the activities to be performed pursuant to this Agreement shall be made by the Cook County Bureau of Administration Director of Communications and the CCH Chief Communications and Marketing Officer.
- C. Marketing; Use of Names.** No Party shall utilize the name, logo, image or creative content relating to another Party nor disclose the fact of this engagement to third parties, for purposes unrelated to the performance of this Agreement except as expressly approved in writing by the other Party.
- D. No Third Party Beneficiaries.** The terms of this Agreement shall be binding upon and inure to the benefit of the Parties only.
- E. PREP Act.** Nothing in this Agreement shall limit the immunity from liability available to either or both Parties under the Public Readiness and Emergency Preparedness Act ("PREP Act"), as applicable, for the dispensing and/or administration of medications and vaccinations as countermeasures to diseases, threats and conditions, including those made available under an Emergency Use Authorization.
- F. Liability.** Each Party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or that of its officers, agents or employees to the full extent required by law, and agrees to hold the other Party harmless from any such liability. Each Party agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other Party upon request.
- G. Relationship of the Parties.** EMRS and Entity are independent contractors for purposes of this Agreement. Nothing contained in this Agreement nor any act of the Parties is intended to nor shall be construed by any person or entity to create any relationship of partners, joint venture or any other relationship between EMRS and Entity other than that of independent contractors.
- H. Governing Law.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the state of Illinois.
- I. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.
- J. Headings.** The headings to the sections of this Agreement are included only for the convenience of the parties and will not have the effect of defining, diminishing or enlarging the rights of the parties or affecting the construction or interpretation of any portion of this Agreement.
- K. Nondiscrimination.** There shall be no unlawful discrimination or treatment because of race, ethnicity, color, religion, sex, sexual orientation, gender identity, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, citizenship status, physical or mental disability or any other legally protected

classification or group or because of actual or perceived association with such classification or group in the implementation of this Agreement.

L. **Compliance with the Law.** In the performance of this Agreement, Entity, their employees, and agents shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders and all filing, license and permit requirements. Entity shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Entity shall obtain at their own expense, all licenses and permissions necessary for the performance of this Agreement.

M. **Drafting of Agreement.** Despite the possibility that one Party or its attorneys have prepared a draft of this Agreement or portions thereof, the Parties agree that none of them shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision herein may be ambiguous, no such provisions shall be construed in favor of one Party on the ground that such provision was drafted by another Party.

N. **Notices.** All notices shall be in writing, sent by certified mail and by confirmed facsimile, return receipt requested, with proper postage pre-paid, shall be deemed to have been given on the date of the mailing, and shall be addressed as follows:

To Entity:

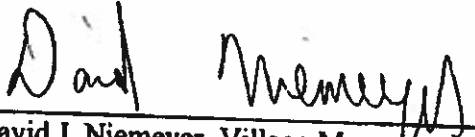
Attention: David J. Niemeyer
Title: Village Manager
Entity: Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477
Email: dniemeyer@tinleypark.org

To EMRS:

Attention: Jeffrey Singer
Deputy Finance Director
Emergency Management & Regional Security
69 W. Washington St., Suite 2600
Chicago, Illinois 60602
Email: Jeffrey.Singer@cookcountyil.gov

IN WITNESS WHEREOF, the parties agree to the above terms and have caused this Agreement to be signed by their duly authorized representatives:


FOR VILLAGE OF TINLEY PARK:



David J. Niemeyer, Village Manager

Date: 1-22-21

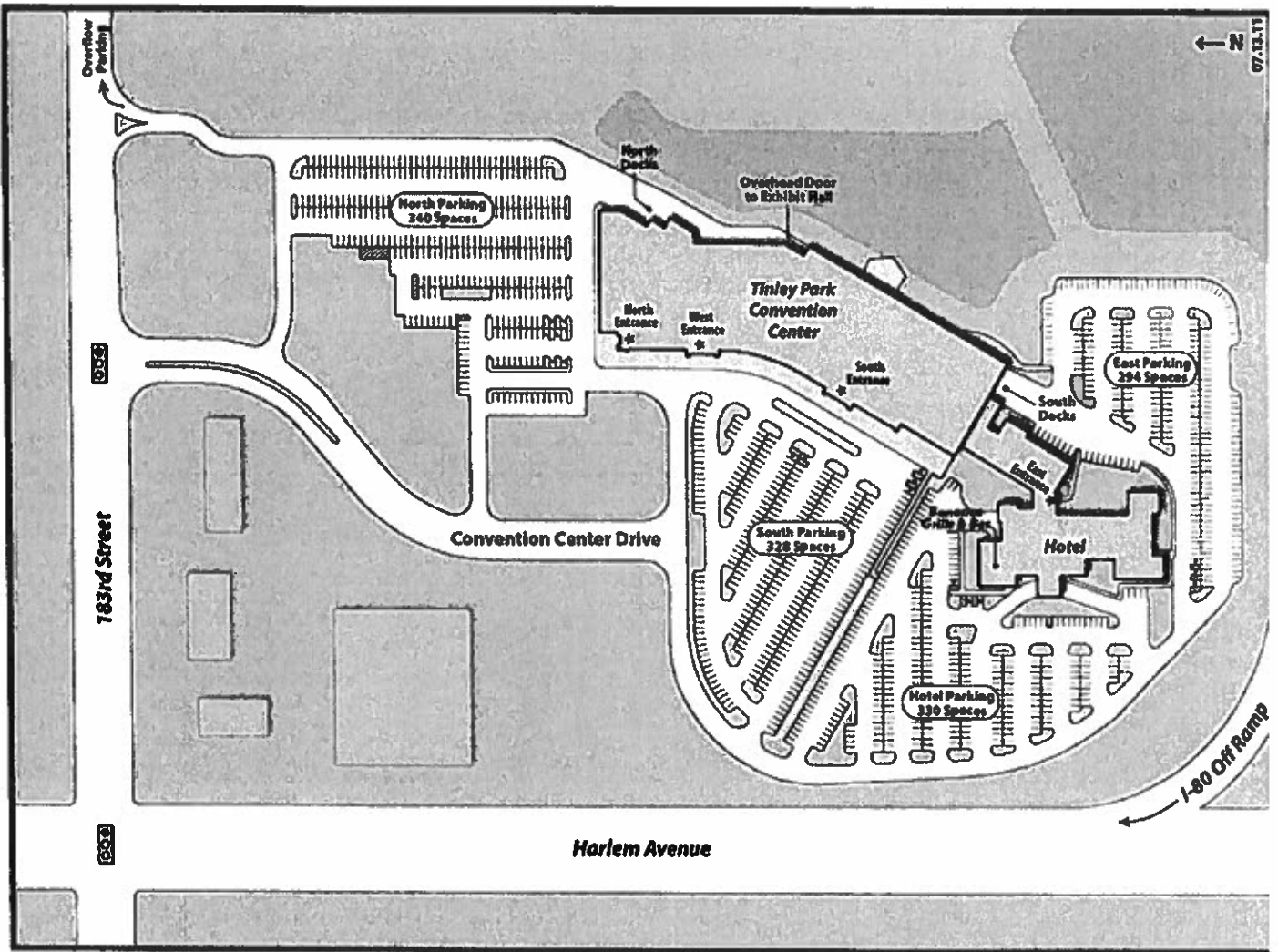
FOR COUNTY OF COOK:

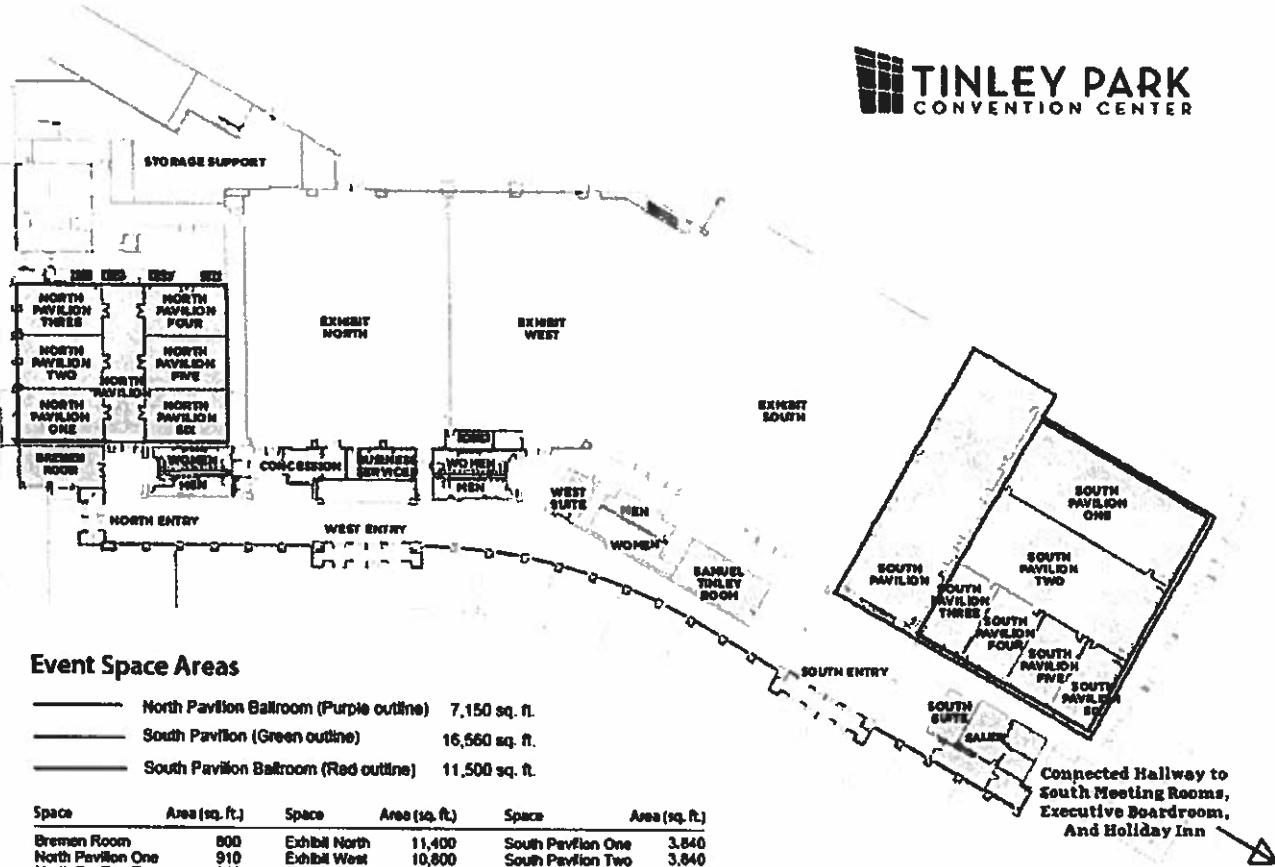


William M. Barnes Jr., Executive Director
Department of Emergency Management
and Regional Security

Date: 1/22/21

EXHIBIT A:
DESCRIPTION OF SITE
TO BE USED FOR CLINICAL ACTIVITIES BY CCDPH





Event Space Areas

- North Pavilion Ballroom (Purple outline) 7,150 sq. ft.
- South Pavilion (Green outline) 16,560 sq. ft.
- South Pavilion Ballroom (Red outline) 11,500 sq. ft.

Space	Area (sq. ft.)	Space	Area (sq. ft.)	Space	Area (sq. ft.)
Bremen Room	800	Exhibit North	11,400	South Pavilion One	3,840
North Pavilion One	910	Exhibit West	10,800	South Pavilion Two	3,840
North Pavilion Two	910	Exhibit South	17,000	South Pavilion Three	960
North Pavilion Three	910	South Suite	250	South Pavilion Four	960
North Pavilion Four	910	West Suite	209	South Pavilion Five	960
North Pavilion Five	660			South Pavilion Six	960
North Pavilion Six	660			Samuel Tinley Room	912

EXHIBIT B:
SAMPLE INVOICES



INVOICE

HCI028522



Invoice Date: 03/19/2020 16:48
Customer ID: Cook5
Open ID: TL024096
Ship Via: Freight
Terms: net 15/FF
PO: 70000145858,0

BILL TO

Cook County Emergency Mgt & RS
Ellen O'Connor
69 W. Washington, 26th Floor
Chicago, IL 60602
U.S.A.

SHIP TO

Cook County Emergency Mgt & RS
Kent Studnicka
15900 Cicero Ave.
Oak Forest, IL 60452
U.S.A.

BILL TO: (312) 603-8197 | sharon.cuncannan@cookcountyil.gov

SHIP TO: (312) 505-3171 | sharon.cuncannan@cookcountyil.gov

#	SKU	DESCRIPTION	QTY	PRICE	EXT	TAJ
1	Dropshipped	Dropshipped From MFG BELOW:	1	0.00	0.00	N
2	Q86984-6	Sani-Cloth Super Wipes XL, Tub, -case of 6	40	73.00	2,920.00	N
FREIGHT INCLUDED						
NDC USF Holland						
TLP013341						

SUBTOTALS:

41

2,920.00

Freight

Tax 0.0

Deposit 0.0

TOTAL 2,920.00

On Acct. 2,920.00

TOTAL 2,920.00

SALESPERSON: [Redacted]

Please remit to: [Redacted]

SIGNATURE _____



Remit to:
 PO Box 843715
 Kansas City, MO
 64184-3715

Invoice: 2F-6865R
 Date / Hour: 11/9/2020 1:08:44PM
 Repair Order: 6865
 Customer: 50243
 Branch: 2F
 Total Invoice: \$4,731.84
 COD
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Bill To: COOK COUNTY EMERGENCY MANAGEMENT
 69 W. WASHINGTON 26TH FLR.
 CHICAGO, IL 60062

Ship To: COOK COUNTY EMERGENCY
 MANAGEMENT
 69 W. WASHINGTON 26TH FLR.
 CHICAGO, IL 60062

Work: 312-254-6381

Customer P/O: jrauss Orig R/O: 0 Completion Date: 11/9/2020

SWITCH HOURS : 13454
Unit Number: 500263 **Model Year:** 2015 **Make/Model:** CARRIER X4 7300R
Type: Refrigeration **VIN:** RAN91432811 **Meter:** 1 Hours
ENGINE S/N : V2203L-7FH4028 **COMPRESSOR S/N :** 2415UO4338
WARRANTY ID : A94377 **TRUCK / TRAILER VIN :** 4L8663420
HUBOMETER : N/A **MODEL NUMBER :** NDW136RO-AF-O
GENERATOR S/N : N/A

Task: 1 8200000 **CARRIER REFRIGERATION** **Department:** Rfg Svc

Complaint: not cooling.
Correction: FOUND THE UNIT TO HAVE A BAD COMPRESSOR, HAD TO COME BACK THE NEXT BUSINESS DAY AS I DIDNT HAVE THE PARTS, THE COMPRESSOR WAS REPLACED AND THE UNIT STARTED RAN AND PASSED A REP TRIP THE UNIT IS NOW READY FOR SERVICE

Supp.	Part	Description / Ref Number	UM	Quantity	Price	Extended Price
CAR	07-00317-00	COMP OIL - POE 68 (GAL)	EA	1.0	\$97.23	\$97.23
MSS	18-00091-105RM2-C	COMP, 41 CFM TWIN PORT W/O UNLOADERS (COREEA		-1.0	\$1,000.00	(\$1,000.00)
CAR	14-00209-00	FILTER DRIER (P10)	EA	1.0	\$30.00	\$30.00
CAR	17-10349-00	VALVE, ELECTRIC UNLOADER	EA	2.0	\$106.87	\$213.74
MSS	18-00091-105RM2	*SALE* COMP, 41 CFM TWIN PORT W/O UNLOADERSEA		1.0	\$2,150.00	\$2,150.00
		Serial Number: 3620UA1954				
MSS	18-00091-105RM2-C	COMP, 41 CFM TWIN PORT W/O UNLOADERS (COREEA		1.0	\$1,000.00	\$1,000.00
CAR	22-02804-00	COIL, UNLOADER (12V W/CONNECTOR)	EA	2.0	\$45.44	\$90.88
CAR	48-50005-00SV	GEAR KIT, 6 BOLT DRIVE	EA	1.0	\$156.17	\$156.17
MIS	88-30404	REFRIGERANT, R404A (24.0 LB)	EA	24.0	\$7.80	\$187.20
	ENVIRON CH	ENVIRONMENTAL CHARGE		1.0	\$9.50	\$9.50
	SHOP SUP	SHOP SUPPLIES		1.0	\$69.12	\$69.12

Detail Tax Info:
 Illinois Sales Tax \$0.00
 Local Sales Tax \$0.00
 Total Tax \$0.00

Total Parts: \$2,925.22
Total Core Charge: \$1,000.00
Total Core Ret: (\$1,000.00)
Total Labor: \$1,728.00
Total Miscellaneous: \$78.62
Invoice Subtotal: \$4,731.84
Total Tax: \$0.00
Total Invoice: \$4,731.84

Payment Method: COD **Terms:** COD **Due Date:** 11/9/2020



Remit to:
PO Box 843715
Kansas City, MO
64184-3715

Invoice: 2F-6865R
Date / Hour: 11/9/2020 1:08:44PM
Repair Order: 6865
Customer: 50243
Branch: 2F
Total Invoice: \$4,731.84
COD
Page 2 of 2

Bill To: COOK COUNTY EMERGENCY MANAGEMENT
69 W. WASHINGTON 26TH FLR.
CHICAGO, IL 60062

Ship To: COOK COUNTY EMERGENCY MANAGEMENT
69 W. WASHINGTON 26TH FLR.
CHICAGO, IL 60062

Work: 312-254-6381

Customer P/O:	Jrauss	Orig R/O: 0	Completion Date: 11/9/2020
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TERMS: Net due 30 days from invoice unless otherwise specified.

A SERVICE CHARGE OF 1.5% PER MONTH (Effective Rate of 18% PER ANNUM) WILL BE CHARGED ON PAST DUE AMOUNTS

Any claims of shortage or deductions for erroneous charges must be made within thirty days after receipt of goods. Any tax imposed by any law on the sale of articles made or sold by this company shall be in addition to the sales price thereof, and shall be added to the amount to be paid thereon. No returns on electrical items. All returned merchandise must be accompanied by original invoice. All returns are subject to a 15% restocking fee.

Signature _____ Date _____

EXHIBIT C
LIAISON IDENTIFICATION

For CCDPH and EMRS:

CCDPH Contact

Full Name: Ratna Kanumury
Address: 1950 W. Polk Street, Suite 9803
City, State, Zip: Chicago, IL 60612
Phone: 312-864-5508
Fax:
Cell: 312-933-3393
Email: kanrat@cookcountyhhs.org

CCDPH Contact at Site

Full Name: Nancy Rivera
Address: 1950 W. Polk Street, Suite 9505
City, State, Zip: Chicago, IL 60612
Phone: 312-864-0419
Fax:
Cell: 312-590-3429
Email: Nrivera@cookcountyhhs.org

For EMRS (Office and at Site)

Full Name: Kent Studnicka
Address: 69 W. Washington St., Suite 2600
City, State, Zip: Chicago, IL 60602
Phone: 312-603-8801
Fax:
Cell: 312-590-3429
Email: kent.studnicka@cookcountyil.gov

Full Name: Kimberly Nowicki
Address: 69 W. Washington St., Suite 2600
City, State, Zip: Chicago, IL 60602
Phone: 312-603-8801
Fax:
Cell: 312-639-9683
Email: kimberly.nowicki@cookcountyil.gov

For Entity

Entity Contact

Full Name: Patrick Carr
Address: 16250 S. Oak Park Avenue
City, State, Zip: Tinley Park, IL 60477
Phone: 708-444-5050
Fax:
Cell: 708-475-8802
Email: pcarr@tinleypark.org

Entity Contact at Site

Full Name: Daniel P. Fitzgerald
Address: 18451 Convention Center Drive
City, State, Zip: Tinley Park, IL. 60477
Phone: 708-342-5495
Fax: 708-342-6221
Cell: 618-521-3937
Email: d.fitzgerald@eventpcc.com

EXHIBIT D
REQUIRED FEMA CLAUSES

- a. Compliance with Federal Law, Regulations, and Executive Orders. Entity will comply with all applicable federal statutes, regulations, executive orders, and other federal requirements in carrying out any project supported by federal funds. The Entity recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Entity agrees that the most recent federal requirements will apply to the project.
- b. Debarment and Suspension. Entity is not presently debarred, suspended, proposed, for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal Agency or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offences enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- c. Lobbying and Political Activities. Entity certifies, to the best of its knowledge and belief, that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Entity, to any person influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any federal contract, the making of any federal grant, the making federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress relating to this federal contract, grant, loan, or cooperative agreement, the Entity shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - iii. The Entity shall require that the language of the foregoing two subsections be included in the award documents for all subcontracts at all tiers and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Entity certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Entity understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


- d. **DHS Seal, Logo, and Flags.** Entity shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- e. **Records Retention.** Entity shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to the Subaward, adequate to comply with 2 C.F.R. § 200.333, unless a different retention period is specified in 2 C.F.R. § 200.333. If any litigation, claim or audit related to the purchases contemplated herein is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- f. **No Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.
- g. **Program Fraud and False or Fraudulent Statements or Related Acts.** Entity acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Entity's actions pertaining to this Agreement.

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-004, “A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE COOK COUNTY DEPARTMENT OF HEALTH AND THE VILLAGE OF TINLEY PARK TO UTILIZE THE TINLEY PARK CONVENTION CENTER TO PERFORM EMERGENCY PUBLIC HEALTH ACTIVITIES IN RESPONSE TO THE COVID-19 PANDEMIC”, which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 26, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 26th day of January, 2021.


VILLAGE CLERK