
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2021-R-085

**A RESOLUTION APPROVING THE COVID-19 SUPPORT SERVICES
REIMBURSEMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND COOK COUNTY, ILLINOIS**

**MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEN M. SULLIVAN
Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2021-R-085

**A RESOLUTION APPROVING THE COVID-19 SUPPORT SERVICES
REIMBURSEMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND COOK COUNTY, ILLINOIS**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park ("Village") desires to enter into the COVID-19 Support Services Reimbursement Agreement ("Agreement") with Cook County, Illinois through the Department of Emergency Management and Regional Security ("Cook County"), attached hereto as **Exhibit 1**, pertaining to the Federal Emergency Management Agency ("FEMA") grant to Cook County for reimbursements of costs associated with COVID-19 vaccination sites; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Agreement with Wireless PCS; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: The President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Agreement be entered into with Cook County, and that the Village President is hereby authorized to execute said Agreement on behalf of the Village, with said Agreement to be substantially in the form attached hereto and made a part hereof as **Exhibit 1**, subject to review and revision as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 5th day of October, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 5th day of October, 2021.


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

Exhibit 1

COVID-19 SUPPORT SERVICES REIMBURSEMENT AGREEMENT
BETWEEN
DEPARTMENT OF EMERGENCY MANAGEMENT AND REGIONAL SECURITY
AND
THE VILLAGE OF TINLEY PARK

THIS COVID-19 SUPPORT SERVICES REIMBURSEMENT AGREEMENT ("Agreement") is entered into between the County of Cook ("County"), an Illinois public body corporate and home rule unit of government of the State of Illinois, 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, and the Village of Tinley Park ("Village"), an Illinois municipal corporation, whose principal office is located at 16250 Oak Park Ave, Tinley Park, Illinois 60477. The County and The Village are herein each referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on March 10, 2020, pursuant to the Cook County Code of Ordinances, Sections 26-36, and the Illinois Emergency Management Agency Act, 20 ILCS 3305/11, County Board President Toni Preckwinkle found that the circumstances surrounding COVID-19 constitute a public health emergency and issued a proclamation of disaster for Cook County;

WHEREAS, due to the COVID-19 pandemic, there is a need to vaccinate Cook County residents; and

WHEREAS, the County is establishing vaccination sites throughout suburban Cook County to administer COVID-19 vaccinations in response to the public health emergency, which sites require services from the local police and fire departments; and

WHEREAS, the Federal Emergency Management Agency ("FEMA" or "Federal Awarding Agency") has awarded County a grant under Category B of the FEMA Public Assistance program (PA Grant"), which grant reimburses the County for the costs associated with setting up COVID-19 vaccination sites; and

WHEREAS, County has been informed costs incurred by local municipalities to provide police and fire services for a vaccination site are eligible PA Grant costs; and

WHEREAS, County has been further informed the reimbursability of costs incurred by a local municipality requires an agreement between the municipality and the County;

WHEREAS, the County has entered into an agreement to operate a vaccination site at 18451 Convention Center Drive, Tinley Park, Illinois 60477 (the "Site"); and

WHEREAS, the County has asked the Village to provide police and fire services in connection with the operation of the Site and the Village has agreed to provide same as set forth in this Agreement;

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the sufficiency of which are hereby acknowledged, the County and the Village agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

II. THE VILLAGE INFORMATION AND CERTIFICATION

A. Nature of Entity; FEIN Number; and DUNS Number. The Village certifies the following information is true and accurate:

- a. The Village is ☒ a unit of government, ☐ an institution of higher education, ☐ a nonprofit organization;
- b. The Village's correct FEIN is 36-6006127; and
- c. The Village's correct DUNS number is 07-973-9843

B. Standing and Authority. The Village warrants that:

- a. The Village has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it regarding this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- b. The execution and delivery of this Agreement, and the other documents to be executed by The Village regarding this Agreement, and the performance by The Village of its obligations hereunder have been duly authorized by all necessary entity action.
- c. It recognizes this Agreement and all other documents related to this Agreement, including all applicable Federal laws, regulations, rules, and guidance, constitute the legal, valid, and binding obligations of the Village enforceable against the Village in accordance with their respective terms.

C. Certification. By executing this Agreement, the Village certifies:

- a. All representations made in this Agreement are true and correct and
- b. All funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein.

The Village acknowledges this Agreement is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all funds awarded to The Village.

III. PURPOSE OF AGREEMENT

The purpose of the Agreement is to facilitate the reimbursement of the Village personnel personnel costs associated with the support of the Site to the extent permitted by the PA Grant.

IV. EMRS RESPONSIBILITIES

- A. EMRS will ensure the Village is notified of all personnel needs for the Site;
- B. EMRS will act as the liaison for all correspondence between the County and IEMA regarding vaccine cost eligibility and will communicate any and all State issues in a timely fashion;
- C. Upon request, EMRS will provide the Village with copies of applicable PA Grant program regulations and guidance, and assist the Village's staff in identifying and complying with required documents necessary for reimbursement of its eligible costs – including providing a standard template to submit the Village's personnel costs;
- D. EMRS shall assign a single point of contact to work with the Village.

V. THE VILLAGE RESPONSIBILITIES

- A. The Village will assign a single point of contact to work with EMRS.
- B. The Village shall respond to all EMRS requests for information in a timely manner; and
- C. The Village will maintain and keep careful records of all the Village personnel costs and make available to EMRS copies of payroll records and any back-up documentation needed by the Federal Awarding Agency or IEMA to verify personnel personnel expenditures.

VI. TERMS AND CONDITIONS

- A. Term and Extension. The term of this Agreement shall commence upon the signature of Parties and will remain in effect for the duration of the current COVID-19 pandemic. This Agreement may only be extended upon the written agreement of the Parties and as permitted by the Federal funding Agency at its sole discretion.
- B. Termination for Cause or Convenience.
 - i. The County, through its Executive Director of the Department of Emergency Management and Regional Security, may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws, and regulations; and failure to perform in a timely manner.
 - ii. The County, through its Executive Director of the Department of Emergency Management and Regional Security, may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Village with prior written notice of thirty (30) calendar days.
 - iii. In the event this Agreement is terminated, The Village will not incur new obligations for the terminated portion of the Agreement after the Village has received the notification of termination and the Village will cancel as many outstanding obligations as possible.

- C. Amount of Reimbursement; Reimbursement Contingency. The Village's reimbursement will be the total amount of FEMA approved personnel. The County will review each the Village submission for FEMA eligibility and reimburse the Village based on our analysis. However, the Village understands and agrees that the reimbursement of personnel costs is contingent upon and subject to FEMA approval of all costs submitted as eligible County PA Grant costs. The County shall not be liable for any reimbursement costs not approved as part of the PA Grant or not approved in the FEMA reimbursement request.
- D. The Village Assurances; Other Requirements. The Village shall comply with all the conditions and limitations set forth in the County's 2020 PA Grant, including but not limited to the following:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 ("Uniform Guidance")
(<https://www.gpo.gov/fdsys/pkg/C.F.R.-2014-title2-vol1/pdf/C.F.R.-2014-title2-vol1-part200.pdf>)
 - ii. The Department of Homeland Security's Standard Terms and Conditions for Fiscal Year 2020
(https://www.dhs.gov/sites/default/files/publications/fy20_dhs_standard_terms_and_conditions_v10.1_dated_12-31-2019.pdf)
 - iii. Illinois Emergency Management Agency Federal Grants Policy Manual
(https://www2.illinois.gov/iema/ITTF/Documents/IEMA_Federal_Grants_Policy_Manual.pdf)
- E. Administrative Requirements. The Village acknowledges and agrees that the County is acting as a "pass-through entity" (as such term is defined in 2 C.F.R. § 200.74) for this Agreement and that the County shall have the rights and obligations relating to this Agreement and its administration as set forth in this Agreement and in the Uniform Guidance.
- F. Accounting Requirements. The Village shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement. The Village shall keep records sufficient to permit the tracking of funds to ensure that expenditures are made in accordance with this Agreement and federal requirements.
- G. Financial Management and System of Internal Controls. As prescribed at 2 C.F.R. § 200.303, The Village must:
- a. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that it is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.
 - b. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.

- c. Evaluate and monitor its compliance with statutes, regulations, and the terms and conditions of Federal awards.
- d. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- e. Take reasonable measures to safeguard protected personally identifiable information and other information DHS, FEMA, IEMA or the County designate as sensitive, or the Village considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

H. Audit Requirements.

- a. If the Village expends \$750,000 or more in Federal awards (defined at 2 C.F.R. §200.38) (from all sources including pass-through subawards) during a fiscal year, The Village shall arrange for a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Subpart F. Such audit must be submitted to EMRS no later than nine (9) months after the end of the Village's fiscal year.
- b. If the Village expends less than \$750,000 in Federal awards during its fiscal year and is not subject to the audit requirements in 3.9.1, The Village must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards; if The Village expends between \$500,000 and \$749,999 in Federal and State awards combined, The Village must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards. The Village shall submit these financial statement audit reports to EMRS either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

I. Federal Awarding Agency Requirements. 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, the Village acknowledges and agrees:

- a. FEMA financial assistance will be used to fund the Agreement and agrees and/or certifies it will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives, as applicable, including but not limited to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200) and those requirements set forth at Exhibit A, attached hereto and made a part hereof.
- b. The Village acknowledges that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation.
- c. The Village agrees that the most recent federal requirements will apply to this Agreement.

I. Incorporation of All Applicable Requirements. All requirements cited in this Article VI, Terms and Conditions, and any other requirements applicable to the reimbursement of

The Village personnel costs are hereby incorporated into this Agreement by reference as if fully set forth herein and by executing this Agreement the Village acknowledges and agrees it is assumed to have read, understood, and accepted all applicable requirements as binding.

VII. REVISIONS/AMENDMENTS

The Parties may revise or modify this Agreement by written amendment hereto, provided such revisions or modifications are mutually agreed upon and made by authorized officials from EMRS and the Village.

VII. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed delivered when and if personally delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid, or sent by a recognized overnight courier for delivery on the next business day, and addressed to the Parties to the addresses set forth below, or to such other address as any Party may designate by notice complying with the terms of this Section VIII:

If to the County:

Department of Emergency Management and Regional Security
69 W. Washington St., Suite 2600
Chicago, Illinois 60602
Attention: Executive Director

If to the Village:

The Village of Tinley Park
16250 Oak Park Ave
Tinley Park, Illinois 60477
Attention: Village Manager

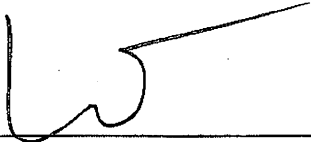
VIII. ENTIRETY

This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, with respect to the subject matter of this Agreement.

**END OF PAGE
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, EMRS and the Village have caused this Agreement to be executed by their duly authorized representatives.

**COOK COUNTY DEPARTMENT OF EMERGENCY
MANAGEMENT AND REGIONAL SECURITY**



William Barnes, Executive Director

Date: 4/10/22

THE VILLAGE OF TINLEY PARK



Michael Glotz, Mayor/President

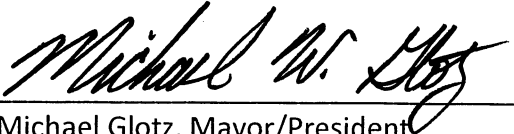
Date: 10/5/2021

IN WITNESS WHEREOF, EMRS and the Village have caused this Agreement to be executed by their duly authorized representatives.

**COOK COUNTY DEPARTMENT OF EMERGENCY
MANAGEMENT AND REGIONAL SECURITY**

THE VILLAGE OF TINLEY PARK

William Barnes, Executive Director



Michael Glotz, Mayor/President

Date: _____

Date: 10/5/2021

EXHIBIT A
FEDERAL CONTRACT CLAUSES

- a. Compliance with Federal Law, Regulations, and Executive Orders. Contractor will comply with all applicable federal statutes, regulations, executive orders, and other federal requirements in carrying out any project supported by federal funds. The contractor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The contractor agrees that the most recent federal requirements will apply to the project.
- b. Debarment and Suspension.
 - i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - iii. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- c. Lobbying and Political Activities. Contractor certifies, to the best of his or her knowledge and belief, that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- iii. The contractor 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 contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor 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. Contractor 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. Contractor 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. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this Agreement.
- h. Procurement of Recovered Materials. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- i. Domestic Preferences For Procurements.
 - i. As appropriate and to the extent consistent with law, contractor should, to the greatest

extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

ii. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

j. Procurement of Recovered Materials.

i. In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

iii. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

k. Clean Air Act.

- i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

l. Federal Water Pollution Control Act.

- i. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include the Federal Water Pollution Control Act requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- iv. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- m. Compliance with the Contract Work Hours and Safety Standards Act. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- n. Prohibition On Certain Telecommunications Services and Equipment.
 - i. As required by 2 C.F.R. § 200.216, recipients, subrecipients, and contractors that receive FEMA loan or grant funds are prohibited from obligating or expending said funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use FEMA funds to purchase:
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

END OF EXHIBIT A

STATE OF ILLINOIS)

COUNTY OF COOK)
COUNTY OF WILL) SS

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-085, "A RESOLUTION APPROVING THE COVID-19 SUPPORT SERVICES REIMBURSEMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND COOK COUNTY, ILLINOIS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on this 5th day of October, 2021

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of October, 2021.


KRISTIN A. THIRION, VILLAGE CLERK