

RESOLUTION NO. 23-R-98

**A RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF ROLLING MEADOWS AND THE COUNTY OF COOK
FOR AMERICAN RESCUE PLAN ACT – STATE AND LOCAL FISCAL
RECOVERY FUNDS (ASSISTANCE LISTING NUMBER 21.019)
(Northwest Industrial Area Stormwater Management Project –
Phases 2A and 2B Design Engineering)**

WHEREAS, the City of Rolling Meadows and the County of Cook desire to enter into a *Subrecipient Agreement American Rescue Plan Act – State and Local Fiscal Recovery Funds (Assistance Listing Number 21.019)* for the implementation and funding in the amount of \$175,000.00 of the Northwest Industrial Area Stormwater Management Project, Phases 2A and 2B Design Engineering, in the City of Rolling Meadows.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Rolling Meadows, Cook County, Illinois, as follows:

Section 1: That the *Subrecipient Agreement American Rescue Plan Act – State and Local Fiscal Recovery Funds (Assistance Listing Number 21.019)* (“Subrecipient Agreement”), attached hereto as Exhibit A, and incorporated herein, is hereby approved in substantially the form as attached, and the Mayor and the Deputy City Clerk are hereby authorized and directed to execute the Subrecipient Agreement, with such changes therein as may be approved by the Mayor and City Attorney, the execution thereof to constitute conclusive evidence of approval of such changes, if any.

Section 2: The Mayor and City Manager of the City of Rolling Meadows are hereby directed and authorized to execute any and all additional documents necessary to carry out the Subrecipient Agreement.

Section 3: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

ADOPTED this 8th day of August, 2023, pursuant to a roll call vote as follows:

AYES: Budmats, O’Brien, Vinezeano, Boucher, Reyez, Koehler, McHale

NAYS: 0

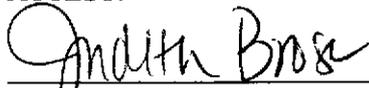
ABSENT: 0

APPROVED this 8th day of August, 2023.



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

EXHIBIT A

Subrecipient Agreement
American Rescue Plan Act – State and Local Fiscal Recovery Funds
(Assistance Listing Number 21.019)

**SUBRECIPIENT AGREEMENT
AMERICAN RESCUE PLAN ACT – STATE AND LOCAL FISCAL RECOVERY FUNDS
(ASSISTANCE LISTING NUMBER 21.019)**

This Subrecipient Agreement (“Agreement”) is made and entered into as of the _____ day of _____, 2023, by and between the County of Cook, a body politic and corporate of the State of Illinois (“County”), acting by and through its Bureau of Administration Department of Transportation and Highways (DOTH), and City of Rolling Meadows, a Government Agency, (“CITY OF ROLLING MEADOWS”(collectively referred to as “the Parties” and individually as a “Party”) to establish an agreed upon protocol for the administration and management of the American Rescue Plan Act (ARPA) (Assistance Listing Number 21.019) – Stormwater Management Project Implementation Program subaward project described below. The County and CITY OF ROLLING MEADOWS are organized and existing by virtue of the Constitution and/or laws of the State of Illinois.

RECITALS

WHEREAS, on March 13, 2020, the President of the United States (the “President”) issued a Proclamation, declaring a National Public Health Emergency, as a result of the Coronavirus (“COVID-19”) pandemic (the “Pandemic”); and

WHEREAS, on March 11, 2021, the President signed into law the American Rescue Plan Act, 2021, Section 9901, Coronavirus State and Local Fiscal Recovery Funds; and

WHEREAS, Section 9901 of Subtitle M of the Act established the Coronavirus State and Local Fiscal Recovery Funds Program (“SLFRF” or “Program”) aimed at providing support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, the Act authorizes the U.S. Department of Treasury (“Treasury”) to grant ARPA funds to eligible entities to address the negative health and economic impacts of the Pandemic on communities nationwide; and

WHEREAS, the County qualifies as an eligible unit of local government under the Act, and Treasury has granted \$1,000,372,385 in funds to the County (“ARPA Funds”); and

WHEREAS, the County has allocated ARPA Funds for the purpose of administering and implementing stormwater mitigation programs; and

WHEREAS, ARPA will further the mission of the County and serve the broader objective of protecting the health, safety, and welfare of the County by promoting completion of an increased number of stormwater management projects in underserved areas prone to flooding, ensuring a nexus to the negative health and economic impacts of Covid-19, and

WHEREAS, Treasury limits the obligation of ARPA funds to December 31, 2024, and expenditure of the Funds for eligible expenses to December 31, 2026, therefore the Parties recognize that time is of the essence; and

WHEREAS, the County achieves its mission through strategic collaborations and partnerships with states, local governments, community organizations, and others; and

WHEREAS, Subrecipient is an established governmental agency, which has extensive experience and expertise in supporting and implementing successful stormwater mitigation projects; and

WHEREAS, the County desires to award this grant to Subrecipient for the administration and management of stormwater management projects of the Program in Cook County as described herein; and

WHEREAS, CITY OF ROLLING MEADOWS is able and willing to assist the County in the administration and management of the Program; and

WHEREAS, on August 8, 2023, CITY OF ROLLING MEADOWS's City Council authorized CITY OF ROLLING MEADOWS to enter into this Agreement with the County for the purposes described herein; and

WHEREAS, on _____, the Cook County Board of Commissioners authorized the County, through the DOTH, to enter into this Agreement with Subrecipient for the purposes described herein.

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above, together with the information contained in the Exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference.

2. ELIGIBILITY FOR THE PROGRAM

Subrecipient hereby certifies that it has the authority and approval from its governing body or officials to execute this Agreement and receive Program Funds for eligible uses specified under this Agreement. The CITY OF ROLLING MEADOWS shall act as a subrecipient and, on behalf of the County, make Program Funds available to designated program participants within Cook County. Fund usage must fall into one of the following statutory categories:

- To respond to the COVID-19 public health emergency or its negative economic impacts;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
- To make necessary investments in water, sewer, or broadband infrastructure.

3. GENERAL PROVISIONS

- 3.1. **TERM.** This Agreement shall become effective as of the date on which it is fully executed by both Parties and will continue in full force and effect, until [December 31, 2026], subject to earlier termination in accordance with its terms.

- 3.2. **OBLIGATIONS OF THE PARTIES.** CITY OF ROLLING MEADOWS agrees to administer the program on behalf of the County, as described herein and in the Scope of Services (the "Services"), set forth on **Exhibit A**, attached hereto and incorporated herein. The County agrees to provide up to Eighteen Million Dollars (\$18,00,000.00) in Program Funds to be made available to carry out the purposes of the Program. Payments will be made to the Subrecipient for eligible uses of the Program Funds, hereunder, according to the criteria for the use of such funds and the schedule specified in **Exhibit A**. Invoice submission for Program Funds shall be in accordance with the provisions provided in **Exhibit C** under monitoring and fiscal reporting. Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued on what constitute a necessary expenditure and that the Subrecipient has reviewed the guidance established by U.S. Department of the Treasury. Any funds expended by the Subrecipient or its subcontractor(s) in any manner that does not adhere to official federal guidance will be returned by Subrecipient to Cook County.
- 3.3. **REPRESENTATIVES.** Each Party to this agreement shall designate one staff representative, who shall be the primary point of contact for that Party

City of Rolling Meadows:

Aaron Grosskopf
Director of Public Works
grosskopfa@cityrm.org

Cook County:
Jennifer 'Sis' Killen, P.E., PTOE
Superintendent
Jennifer.killen@cookcountyiil.gov

- 3.4. **FINANCIAL MANAGEMENT AND INTERNAL CONTROLS.** Subrecipient agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all eligible expenses. Subrecipient and any of the subawards issued by the Subrecipient must comply with Uniform Guidance and establish and maintain effective internal controls that provide reasonable assurance that Subrecipient is administering Program Funds in compliance with Federal statutes and regulations, and the terms and conditions of the Program. 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 (COSO). Management should consider the potential for fraud when identifying, analyzing, and responding to risks. Subrecipient's accounting system for recording expenditures must be established and maintained in accordance with generally accepted accounting principles.
- 3.5. **DUPLICATION OF BENEFITS.** 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) (the "Stafford Act"), as amended by 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 Stafford Act. If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by Cook County to Cook County. In order to mitigate against a duplication of benefits, the subrecipient will only apply costs that meet the following general criteria in order to be allowable under Federal awards:

- Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period
- Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs
- Are not included as contributions for any other Federal award

3.6. DOCUMENTATION AND 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 but lasts as long as the records are retained by Subrecipient. The Subrecipient shall ensure the same access to documents from its subawards in accordance with 2 C.F.R. 200.331(a)(5).

3.7. MAINTENANCE AND INSPECTION OF RECORDS. Subrecipient and their sub awardees shall retain sufficient records including, without limitation, financial records, documents, statistical records, and all other records (collectively, "Records") pertinent to this Agreement to show compliance with the terms of this Agreement. Records shall be subject to the right of access, upon prior reasonable notice, by any duly authorized representative of the County or Treasury for the purposes of inspection, copying and auditing. The right of access also includes the County's timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to Records. The right of access is not limited to the required retention period but lasts as long as Records are retained by Subrecipient.

3.8. RECORD RETENTION. The Records shall be maintained by Subrecipient and any sub awardees for a period of five (5) years after the later of the following: (a) final payment is made using Program Funds; (b) completion of all close-out procedures respecting the Program, as determined by the County in its sole discretion; or (c) resolution of all litigation, claims, negotiations, audits, or other actions in relation to the Program. Record Retention under the Program is subject to the terms of the Treasury Memorandum.

3.9. CLOSE-OUT. Subrecipient's and the County's obligations under this Agreement shall not end until all Program close-out requirements are completed, as determined by the County in its sole discretion. Activities during the close-out period shall include but are not limited to making final payments, disposing of Program Funds, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over any Program Funding.

4. MONITORING AND REPORTING

4.1. Subrecipient agrees to provide the County access to all necessary data and documentation gathered for purposes of monitoring Program compliance. Subrecipient shall provide the County with information and dates, in sufficient detail, that indicate the use of the funds for the Program and the impact and outcome of the services provided as specified in this Agreement. Failure to submit proper documentation including, but not limited to, documentation verifying eligible expenses may result in termination of this Agreement and recoupment of funds provided to Subrecipient.

- 4.2. Subrecipient shall provide to the County reports, on a periodic basis as defined by the County. Such reports shall summarize Subrecipient's receipts and expenditures of the funds provided to Subrecipient under this Agreement as detailed in Exhibit C and specify the Program Metrics and Performance Goals outlined in Exhibit B, attached hereto and incorporated herein. In addition, Subrecipient will furnish to the County, with reasonable promptness, such interim reports or such additional information in connection with the Services, as the County may periodically request. Reporting under the Program is subject to the reporting requirements of subsection (d) of section 603 the Act and Treasury's Compliance and Reporting Guidance, set forth in Exhibit B, attached hereto and incorporated herein. Subrecipient shall ensure that any sub award agreement includes metric reporting and monitoring of the sub awardee by the Subrecipient.

5. TERMINATION

- 5.1. TERMINATION WITHOUT CAUSE. This Agreement may be terminated by either Party without cause or for convenience at any time by providing at least thirty (30) days written notice to the other Party.
- 5.2. COUNTY'S TERMINATION FOR CAUSE. The failure of Subrecipient to observe and perform the terms, covenants, promises, and agreements on its part to be observed and performed under this Agreement constitutes an "Event of Default" after the passage of any applicable notice and cure period. Subrecipient will have thirty (30) days from the date written notice of default is delivered or mailed to Subrecipient in which to cure the default provided, however, that if an Event of Default is not reasonably capable of being cured within thirty (30) days, Subrecipient shall have such additional time as is reasonably necessary, as determined by the County, so long as Subrecipient has commenced to cure within thirty (30) days and is proceeding diligently to effect a cure. If Subrecipient fails to cure such Event of Default within the applicable cure period, the County may terminate this Agreement for cause, in whole or in part, by giving written notice to Subrecipient of such termination and specifying the effective date thereof. In the event of such termination for cause, Subrecipient shall be compensated for that portion of the Services performed which have been fully and adequately completed and accepted by the County through the effective date of termination. In such case, the County shall have the right to take whatever steps it deems necessary to complete the Program and correct Subrecipient's deficiencies and charge the cost thereof to Subrecipient, which shall be liable for the full cost of the County's corrective action, including reasonable overhead and attorneys' fees. Subrecipient shall include a termination for cause provision in any sub award agreements.
- 5.3. FORCE MAJEURE. In the event that either Party is unable to perform any of its obligations under this Agreement because of natural disaster, actions or decrees of governmental bodies or communications failure not the fault of the affected party (referred to as a "Force Majeure Event"), the Party which has been so affected agrees to give immediate notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, this Agreement shall be suspended immediately. If the period of nonperformance exceeds ten (10) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may terminate this Agreement immediately by giving written notice to the other Party.
- 5.4. FUNDING AVAILABILITY//NON-APPROPRIATION. Funding for this Agreement is subject to availability of funds from the United States Government and appropriation by the County. In the event that no Program Funds or insufficient Program Funds are appropriated and budgeted for payments to be made under this Agreement, then the County shall promptly notify Subrecipient of such occurrence, and this Agreement shall terminate on the earlier of the last day of the month for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted.

5.5. DELIVERY OF INFORMATION. Subrecipient shall deliver to the County copies of all completed or partially completed information, programs, software (including source code), documentation or data (collectively, the "Documents") developed, created or invented in connection with the Services under this Agreement within fifteen (15) days after this Agreement is terminated or completed. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. Any advanced funds not yet spent for authorized work by Subrecipient shall be promptly returned to the County within fifteen (15) days of termination.

6. NOTICES

All notices shall be delivered in writing and shall be communicated by electronic mail, U.S First Class Mail, fax or overnight courier to the Parties hereto at the addresses set forth below or at such other address as either Party may designate by written notice to the other:

To Subrecipient:

Rob Sabo
City Manager
City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, IL 60008

To Cook County:

Jennifer "Sis" Killen, P.E., PTOE
Superintendent
County of Cook, Illinois
69 W. Washington Street, 24th Floor
Chicago, IL 60602

Either Party may designate a different address by giving the other Party ten (10) days written notice.

7. INDEMNIFICATION

7.1. SUBRECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED COUNTY PARTIES") FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF SUBRECIPIENT OR ANOTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR; COMMITTED BY SUBRECIPIENT OR ANOTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL.

7.2. SUBRECIPIENT SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND INDEMNIFIED COUNTY PARTIES FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE

RESULT OF SUCH ACTIVITIES BY SUBRECIPIENT OR ANOTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL.

8. GOVERNING LAW AND VENUES

This Agreement shall be governed by and construed under the laws of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. 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.

9. SEVERABILITY

In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions which can be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.

10. COMPLIANCE WITH LAWS (Subrecipient shall ensure that the following provisions are applied to any sub awardee of the Subrecipient in any applicable sub award or contract,)

10.1. COMPLIANCE WITH STATE AND LOCAL REQUIREMENTS. Subrecipient acknowledges that this Agreement is governed under Illinois law and that the Subrecipient shall comply with all applicable state and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this Agreement, including but not limited to any compliance with prevailing wage laws. Any Subrecipient that is a not-for-profit organization must be registered with the Illinois Secretary of State to transact business in Illinois.

10.2. COMPLIANCE WITH FEDERAL REQUIREMENTS. Subrecipient understands that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act. The Agreement further requires compliance with certain provisions of Title 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable provisions of Title 2 CFR Part 200 and all other applicable Federal laws, regulations, executive orders, Treasury policies, procedures, and directives, as well as state and local laws, regulations, and policies governing the funds provided under this Agreement. Note that subrecipients should refer to the Uniform Guidance for the most current information on applicable federal regulations referenced in this agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. 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.

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 CFR 200.303, 2 CFR 200.331-333, 2 CFR Part 200, Subpart E, and 2 CFR Part 200 Subpart F.

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

10.2.1. COST PRINCIPLES

Subrecipients should follow allowable cost guidance detailed in the federal regulations in 2 CFR Part 200, Subpart E. Subrecipients are responsible for effective management and administration of funds. Subrecipients should have strong internal controls and effective financial monitoring in place in order to ensure compliance with the allowable costs. Allowable cost federal regulations which apply to ARPA include, but are not limited to:

- Program funds may be used for a “reasonably proportionate” share of the costs required for federal single audits performed in accordance with the Uniform Guidance, 2 CFR Part 200, Subpart F.
- Administrative costs - both direct and indirect - associated with program implementation are permitted. Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs as long as they are accorded consistent treatment per 2 CFR 200.403 See Uniform Guidance, 2 CFR 200.412-200.414 for additional details.
- Per 2 CFR 200.303(a), the subrecipient must establish and maintain effective internal control over the award that provides reasonable assurance that the subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal 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 (COSO).
- The subrecipient management policies must consider the types of fraud that can occur within the entity to provide a basis for identifying fraud risks. Types of fraud, as defined by COSO, are as follows:
 - Fraudulent financial reporting - Intentional misstatements or omissions of amounts or disclosures in financial statements to deceive financial statement users. This could include intentional alteration of accounting records, misrepresentation of transactions, or intentional misapplication of accounting principles.
 - Misappropriation of assets - Theft of an entity’s assets. This could include theft of property, embezzlement of receipts, or fraudulent payments.
 - Corruption - Bribery and other illegal act

In addition to fraud, the subrecipient must consider other forms of misconduct that can occur, such as waste and abuse. Waste is the act of using or expending resources carelessly, extravagantly, or to no purpose. Abuse involves behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary operational practice given the facts and circumstances. This includes the misuse of authority or position for personal gain or for the benefit of another. Waste and abuse do not necessarily involve fraud or illegal acts.

10.2.2. CASH MANAGEMENT

SLFRF payments made to Subrecipient are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). Recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the Program award.

10.2.3. AUDIT REQUIREMENTS

Subrecipient will be subject to a single audit pursuant to 2 CFR 200.501(a) if Subrecipient expends \$750,000 or more in Federal awards during their fiscal year.

If subject to the single audit, the Subrecipient must:

- Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509, and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511(b) and (c), respectively.
- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.

10.2.4. EQUIPMENT AND REAL PROPERTY MANAGEMENT

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

10.2.5. MANDATORY DISCLOSURES

In accordance with 2 CFR 200.113, the non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339.

10.2.6. NON-DISCRIMINATION

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; (b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and (e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Projects funded with SLRFR should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government.

10.2.7. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the Development Agreement, Subrecipient will be required to comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

10.2.8. COPELAND ANTI-KICKBACK ACT

Subrecipient shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

10.2.9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(a) Overtime requirements: 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.

(b) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph 10.2.9(a) of this section, the Subrecipient, its contractor(s) or any subcontractor(s) responsible therefor shall be liable for the unpaid wages. In addition, any Subrecipient, and its subcontractor(s) shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth herein.

(c) Withholding for unpaid wages and liquidated damages: The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or its subcontractor(s) under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Selected Respondent(s), contractor(s) or subcontractor(s) for unpaid wages and liquidated damages as provided herein.

(d) Subcontracts: The Subrecipients or its subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR 5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Subrecipient shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5. 6) Clean Air Act and Federal Water Pollution Control Act. The Subrecipient 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.

10.2.10.DEBARMENT & SUSPENSION

This award is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Subrecipient is required to verify that none of its subrecipients or subcontractors (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Subrecipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, throughout the period of any contract that may arise from this Agreement.

10.2.11.BYRD ANTI-LOBBYING AMENDMENT.

Subrecipient certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Subrecipients shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency. If the Agreement exceeds \$100,000, the Subrecipient must certify compliance with the Byrd Anti-Lobbying Amendment. See, **Exhibit F**, Certification Regarding Lobbying.

10.2.12.PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR 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 subcontractors pertaining to any matter resulting from a contract.

10.2.13. CONFLICTS OF INTEREST.

Subrecipient must disclose in writing to Treasury or the pass through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

10.2.14. TRANSPARENCY ACT.

Reporting Subaward and Executive Compensation Information in compliance with 2 CFR Part 170.

10.2.15. PUBLICATIONS.

Any publication produced with funds from this award must also display the following language: “This project is being supported, in whole or in part, by federal award number Assistance Listing Number (ALN – formerly known as the CFDA) 21.027 awarded to Cook County by the U.S. Department of the Treasury

10.2.16. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

10.2.17. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

10.2.18. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITIONS ACT.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulating apply to this Agreement, where applicable.

10.2.19. DISCLAIMER

The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the federal award or any other losses resulting in any way from the performance of the federal award

or any contract, or subcontract under this award. By accepting this Agreement from the County, the Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

10.2.20. CODE OF CONDUCT 2 CFR 200.318(c)(1).

The non-Federal entity (Subrecipient) must 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. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts or subawards. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. PROCUREMENT STANDARDS (Subrecipients shall ensure that the following provisions are applied to any sub awardee of the Subrecipient in any applicable sub award or contract,)

Subrecipients are responsible for ensuring any procurement of goods or services using Program Funds is consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. Subrecipient must have documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of the federal Uniform Guidance, for the acquisition of property or services required under a Federal award or subaward.

METHODS OF PROCUREMENT

When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in 2 CFR 200.1, or a lower threshold established by Subrecipient, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

Informal Procurement Methods

- **Micro-purchases** - The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold as defined in 2 CFR 200.1.
- **Small Purchases** - The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

Formal Procurement Methods

When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by Subrecipient, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with 2 CFR 200.319.

The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

- Sealed Bids - A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the appropriate conditions are present (see 2 CFR 200.320(b)(1)(i)).
- Proposals - A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids.

Competition

The Uniform Guidance requires all procurement transactions for property or services to be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320. Non-competitive procurements are allowed only in circumstances where at least one of the following conditions is true:

- The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see 2 CFR 200.320(a)(1) for more detail);
- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the Subrecipient; or
- After solicitation of a number of sources, competition is determined inadequate.

Subrecipient is required to have an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties.

12. PERSONALLY IDENTIFIABLE INFORMATION

Subrecipient and any of the Subrecipient's sub awardees must comply with 2 CFR 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information the County designates as sensitive or consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality including but not limited to compliance with the Illinois Personal Information Protection Act and other data privacy laws. See Exhibit E for additional guidelines and requirements regarding data privacy.

13. WORKERS' COMPENSATION

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

14. 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.

15. INSURANCE

Subrecipient shall provide and maintain, at Subrecipient's own expense, during the term of this Agreement and any time period following expiration if Subrecipient is required to return and perform any of the Services or Additional Services under this Agreement, 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.

16. CONFLICT OF INTEREST

Subrecipient warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Subrecipient warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that Subrecipient has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate this Agreement without liability.

17. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and cannot be modified or amended except by mutual written agreement of both Parties.

19. SEPARATE ENTITIES

It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the Parties as separate, independent and distinct entities under Illinois or any other law. It is further understood and agreed that nothing herein is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint ventures between the Parties hereto, or as constituting the Parties as representatives of each other for any purpose.

20. NON-LIABILITY OF PUBLIC OFFICIALS

No official, employee or agent of the County shall be charged personally by the Subrecipient or by an assignee or subcontractor with any liability or expenses of defense or be held personally liable under any term or provision of this Amendment, because of such County's execution of this Amendment or enforcement of the provisions herein.

21. INTERPRETATION

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

22. WAIVER

Whenever, under this Agreement, a Party, by a proper authority, waives another Party's performance in any respect or waives a requirement or condition of another Party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times a party may have waived the performance, requirement or condition.

23. EXHIBITS

All Exhibits 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 Exhibits, the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

Exhibit A – Scope of Work/Technical Specifications

Exhibit B – Program Reporting Requirements

Exhibit C – Monitoring and Fiscal Reporting

Exhibit D – Request for Advance of Grant Funds

Exhibit E – Data Privacy Guidelines and Requirements

Exhibit F – Certification Regarding Lobbying

(Remainder of Page Intentionally Left Blank)

24. SIGNATURE AUTHORITY

A duly authorized agent for the Subrecipient is required to sign this Agreement on behalf of the Subrecipient. 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.

COUNTY OF COOK, ILLINOIS

By: _____
Jennifer "Sis" Killen, P.E., PTOE
Superintendent

CITY OF ROLLING MEADOWS

Lara Sanoica, Mayor Date

ATTEST:

Judy Brose, Deputy City Clerk Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney Date
Office of the Cook County State's Attorney

EXHIBIT A
SCOPE OF WORK

A. PROGRAM DESCRIPTION AND OBJECTIVES

Background

Flood mitigation has been a significant focus for regional planning organizations in Cook County, but there continues to be barriers to the development and implementation of proposed projects. The causes and potential solutions for flooding are not always obvious. A lack of municipal expertise and capacity with respect to project identification, securing funding, and awarding and administering engineering and construction contracts can impede project progress. The ongoing maintenance and operational needs of stormwater infrastructure, coupled with the multijurisdictional nature of flooding issues also presents a hurdle for some municipalities. Climate change will only exacerbate flooding problems across the County as the intensity and frequency of large storm events increases. This is especially true in communities with historic disinvestment, which were disproportionately impacted by COVID19.

Approach:

This program seeks to provide additional funding to expand the reach of MWRD's existing stormwater management program. The use of County funds will build resiliency to climate events within more Cook County communities.

Types of Assistance:

Types of assistance will include financial assistance for implementing stormwater management projects from Cook County to CITY OF ROLLING MEADOWS.

B. ROLES AND RESPONSIBILITIES

The Bureau of Administration by the direction of the DOTH will provide the program guidelines and funding to CITY OF ROLLING MEADOWS to administer the implementation of a stormwater management project.

CITY OF ROLLING MEADOWS Staff

The CITY OF ROLLING MEADOWS's Public Works Department will provide project management, administration, and coordination with local stakeholders of the project identified to be overseen by CITY OF ROLLING MEADOWS.

As the award subrecipient, CITY OF ROLLING MEADOWS staff will:

- Manage and implement the selected project
 - Including studies, design engineering, and/or construction of the project
- Collect and provide data/metrics needed for upward reporting
- Updating reporting metrics on required timeline

- Meet with Cook County staff to ensure progress and compliance with ARPA guidelines
 - Including submission of required reports
- Reviewing and processing invoices, and submitting reimbursement requests

Cook County Staff

As the award recipient, the DOTH staff will include:

Program Lead and other Cook County Staff:

- Data reporting for certain denoted metrics
- Monitoring and oversight of subrecipient/program
- Submit reporting to Treasury
- Processing reimbursement requests
- Budget funds for program
- Regular check ins with the subrecipient to ensure progress and compliance

C. ADMINISTRATOR

As a subrecipient, the CITY OF ROLLING MEADOWS is responsible for program administration, data collection, monitoring, and reporting in accordance to ARPA and Cook County guidelines. The Party will utilize funds to administer professional services and/or construction contracts to implement the project.

D. SELECTED PROJECT AND AWARD AMOUNT

Project Name	Location	Project Phase	Amount
Northwest Industrial Area Drainage Improvements, Phases 2A and 2B	City of Rolling Meadows	Design Engineering	\$175,000

Drainage improvements to address local flooding.

E. WORKPLAN

1. Projects Implementation by CITY OF ROLLING MEADOWS (September 2023 – November 2026*)
 - a. Design engineering will be performed
2. Administration and compliance monitoring (September 2023 – November 2026)
 - a. Program administration and compliance monitoring will be performed by County and CITY OF ROLLING MEADOWS staff throughout the life of the program.

*All funds must be obligated by December 2024.

F. BUDGET

Issuance of Funding and Payment terms:

Cook County will provide CITY OF ROLLING MEADOWS with reimbursements totaling up to \$175,000 of ARPA funds for services rendered through Fiscal Year 2026.

The approved budget for this project can be found below. This budget is liable to change based on project schedule.

Budget Category	2022	2023	2024	2025	2026	Total
Personnel	\$	\$	\$	\$	\$	\$
Administrative Costs	\$	\$	\$	\$	\$	\$
Supplies and Materials	\$	\$	\$	\$	\$	\$
Direct Programming Costs	\$	\$	\$	\$	\$	\$
Maintenance	\$	\$	\$	\$	\$	\$
Rental and Leasing	\$	\$	\$	\$	\$	\$
Contractual Services	\$	\$	\$175,000	\$	\$	\$
Capital Improvements and Construction	\$	\$	\$	\$	\$	\$
Other Costs	\$	\$	\$	\$	\$	\$
Indirect Costs	\$	\$	\$	\$	\$	\$
Total Cost	\$0	\$0	\$175,000	\$0	\$0	\$0

G. MARKETING AND COMMUNICATION

Subrecipient must acknowledge Cook County when describing projects or programs funded in whole or in part with Cook County funds. Subrecipient and any additional recipients shall promote the Program to participants within Cook County. Flyer, advertisement, press release, and other templates will be approved by the County before publication; the Subrecipient may draw from that approved language for additional communications as needed. The rights and obligations of Subrecipient to design and market the Program are not exclusive, and Cook County may advertise and promote the Program, at its sole cost, as it deems necessary or desirable. Cook County achieves its mission through partnerships with states, local governments, community organizations, and others. Communicating the role of Cook County support increases public understanding of how we work with community partners to achieve our mission to lead and promote equitable economic growth and community development. As such, we require Subrecipients to track and report on marketing and outreach activities. Reporting should include types of engagement and tactics used to share information about the programs.

Any publication produced with funds from this award must also display the following language: "This project is being supported, in whole or in part, by federal award number ALN 21.027 awarded to Cook County by the U.S. Department of the Treasury.

EXHIBIT B

PROGRAM REPORTING REQUIREMENTS

Subrecipients shall include applicable program reporting requirements in any sub award agreement

A. U.S. TREASURY REPORTING REQUIREMENTS

ARPA fund recipients are required to track specific performance indicators and programmatic data in order to comply with Program award reporting requirements, including a quarterly “Project and Expenditure” report, and an annual “Recovery Plan Performance Report.” CITY OF ROLLING MEADOWS permits the County and auditors to have access to its records and financial statements as necessary for meeting federal requirements. Funding expenditure records must also be kept for five years after all funds have been expended or returned to Treasury.

Each SLFRF project must be aligned to a single Treasury Expenditure Category, as identified by Cook County, and will require specific reporting data based on that category.

Type	Metric	Collection Timeframe	Data Type	Data Owner	Additional Context
Treasury-required	Describe the approach, goals, and type of project. Given the broad eligible uses of funds and the specific needs of the jurisdiction, please also explain how the funds would support the communities, populations, or individuals in your jurisdiction.	Annual	Text	DOTH	No action required
Treasury-required	Funding used for planning and design in community areas specified in the proposal	Quarterly	Numeric	Subrecipient	Can indicate “0” if no expenditures are made for that quarter
Treasury-required	Funding used for equipment and equipment installation in community areas specified in the proposal	Quarterly	Numeric	Subrecipient	Can indicate “0” since not applicable
Treasury-required	Funding used for community outreach in community areas specified in the proposal	Quarterly	Numeric	Subrecipient	Can indicate “0” since not applicable
Treasury-required	Projected/actual construction start date (month/year)	Quarterly	Text	Subrecipient	Collect per project and as reporting tool is flushed out, a determination will need to be made on if reporting will be aggregated or per project

Treasury-required	Projected/actual initiation of operations date (month/year)	Quarterly	Text	Subrecipient	Collect per project and as reporting tool is flushed out, a determination will need to be made on if reporting will be aggregated or per project. Can use projected construction completion date.
Treasury-required	Location	Quarterly	Text	Subrecipient	Can indicate "0" if no progress is made for that quarter.
Treasury-required	Technology to be deployed	Quarterly	Text	Subrecipient	Can indicate "0" since not applicable
Treasury-required	National Pollutant Discharge Elimination System (NPDES) Permit Number	Quarterly	Numeric	Subrecipient	Can indicate "0" if no progress is made for that quarter. Otherwise, provide MS4 NPDES number for projects where applicable.
Treasury-required	Public Water System (PWS) ID number	Quarterly	Numeric	Subrecipient	Can indicate "0" since not applicable
Treasury-required	Median Household Income of service area	Quarterly	Numeric	Subrecipient	Use most recent Median Household Income for Cook County (https://data.census.gov/cedsci/table?t=Income%20and%20Poverty&g=0500000US17031&y=2020)
Treasury-required	Lowest Quintile Income of the service area	Quarterly	Numeric	Subrecipient	Use most recent Lowest Quintile Income for Cook County (https://data.census.gov/cedsci/table?q=B19081%3A%20MEAN%20HOUSEHOLD%20INCOME%20OF%20QUINTILES&t=Income%20and%20Poverty&g=0500000US17031&y=2020&tid=ACSDT5Y2020.B19081)

Treasury-required	Describe workforce practices on any infrastructure projects being pursued (EC 5). How are projects using strong labor standards to promote effective and efficient delivery of high-quality infrastructure projects while also supporting the economic recovery through strong employment opportunities for workers? For example, report whether any of the following practices are being utilized: project labor agreements, community benefits agreements, prevailing wage requirements, and local hiring.	Annual	Text	Subrecipient	If Subrecipient contracts include MPLAs and/or prevailing wage requirements. This should be stated in the reporting.
Treasury-required	Labor Continuity: # of employees of contractors and sub-contractors working on the project	Annual	Numeric	Subrecipient	This applies to both professional services and construction contracts.
Treasury-required	Labor Continuity: # of employees on the project hired directly and hired through a third party	Annual	Numeric	Subrecipient	Can indicate "0" since not applicable.
Treasury-required	Labor Continuity: Wages and benefits of workers on the project by classification and whether those wages are at rates less than those prevailing	Annual	Text	Subrecipient	Applies to construction contracts only, not professional services.
					General note: Depending upon the reporting tool, instead of "0" for metrics that are not applicable or where no progress has been made during the reporting period, this may instead be represented by "Not applicable" or something similar

B. PERFORMANCE METRICS

To determine whether the Party is meeting performance expectations, the County has set and will monitor performance goals, indicators, targets, and baseline data. The CITY OF ROLLING MEADOWS is responsible for tracking their progress against these metrics and providing regular updates to the County on their status.

Type	Metric	Collection Timeframe	Data Type	Data Owner	Additional Context
Program-specific	# of projects designed	Monthly	Numeric	Subrecipient	Can indicate "0" if no progress is made for that month.
Program-specific	# of projects constructed	Monthly	Numeric	Subrecipient	Can indicate "0" if no progress is made for that month.
Program-specific	# of completed stormwater management projects in underserved areas prone to flooding	Monthly	Numeric	Subrecipient	"Underserved areas" are CMAP cohorts 3 & 4. Can indicate "0" if no progress is made for that month.
Program-specific	# of vendors with offices in Cook County providing goods or services and corresponding dollar amounts	Monthly	Numeric	Subrecipient	To be reported in the aggregate, but should tracked by project. Can indicate "0" if no progress is made for that month.
Program-specific	# of residents impacted by projects	Annual	Numeric	Subrecipient	Numbers should be reported based on construction projects completed in the reporting year. "# of residents impacted by projects" to be estimated using geographic area. Number of residents impacted could consider impassable roadways. Can indicate "0" if no progress is made for that year.

]

					General note: Depending upon the reporting tool, instead of "0" for metrics that are not applicable or where no progress has been made during the reporting period, this may instead be represented by "Not applicable" or something similar
--	--	--	--	--	---

]

]

EXHIBIT C

MONITORING AND FISCAL REPORTING

Subrecipients shall include applicable monitoring and fiscal reporting requirements in any sub award agreement

Given the nature of the ARPA Program and the imperative to get assistance to County residents who are in need, significant monitoring and compliance controls have been built into the front-end management of the program to ensure financial integrity and accuracy. Embedded monitoring and compliance measures include but are not limited to:

- Establishing performance metrics and standardizing administrative reporting
- Establishing a clear program governance
- Managing and overseeing program cash flow
- Regular review and monitoring of expenditures to ensure compliance with Treasury parameters

In order to help ensure that Treasury Guidance and DOTH policy are being followed, DOTH will receive regular reporting from CITY OF ROLLING MEADOWS (See Exhibit B for details). In addition, reviews of the Program will be performed, and regular contact with CITY OF ROLLING MEADOWS will be maintained to both maximize the Program's coordination and adhere to federal guidelines.

The federal Uniform Guidance, 2 CFR 200.332(d), requires that pass-through entities "monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved." As a direct recipient of federal funds for State and Local Fiscal Recovery, and as a pass-through entity providing federal funding to Subrecipients delivering the program, DOTH, as authorized by Cook County, is responsible for monitoring its subrecipients and their use of federal funds in a manner that conforms to ARPA spending rules.

- RESPONSIBILITY

DOTH or their designee will be responsible for arranging monitoring and compliance activities for the Stormwater Management Project Implementation Program. The Bureau of Administration will also conduct a formal review to satisfy County requirements and ensure compliance is being maintained.

- FREQUENCY

Monitoring the CITY OF ROLLING MEADOWS and their activities shall be conducted at the discretion of DOTH. At a minimum, DOTH will perform periodic compliance monitoring reviews of CITY OF ROLLING MEADOWS's activities. DOTH's designated representative can choose to perform sporadic monitoring if they deem it necessary, and can use the meetings for financial, programmatic or compliance review purposes. Irrespective of DOTH's official monitoring review, DOTH will supplement the basic monitoring activities with the monthly reporting requirements from CITY OF ROLLING MEADOWS.

- OBJECTIVE AND SCOPE

DOTH will monitor the activities of CITY OF ROLLING MEADOWS as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the

terms and conditions of the subaward; and that subaward performance goals are achieved. Pursuant to 2 CFR 200.332(d), the scope of monitoring of a subrecipient must include, but is not limited to:

1. Reviewing financial and performance reports
2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the CITY OF ROLLING MEADOWS from DOTD detected through audits, on-site reviews, and written confirmation from CITY OF ROLLING MEADOWS, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
3. Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the CITY OF ROLLING MEADOWS from DOTD as required by 2 CFR 200.521.
4. Resolving audit findings specifically related to the subaward. DOTD is not responsible for resolving crosscutting findings. If CITY OF ROLLING MEADOWS has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

- METHODS

Cook County may employ, but is not limited to, the following monitoring tools:

Examples:

- *Evaluate the continued viability of project components and offer assistance and/or workout plans when necessary and feasible*
- *Provide CITY OF ROLLING MEADOWS with training and technical assistance on program-related matters*
- *Perform on-site reviews of the CITY OF ROLLING MEADOWS's program operations;*
- *Review administrative and financial management procedures, internal controls, and make recommendations where needed;*
- *Evaluate the accounting applications including, general ledgers, cash receipts/revenue, cash disbursements/expenses, payroll, financial reporting and property and equipment*

- REMEDIES FOR NONCOMPLIANCE

In the course of monitoring, if Cook County determines that CITY OF ROLLING MEADOWS is noncompliant with the federal statutes, regulations, or the terms and conditions of the federal award, or with DOTD policies, DOTD may attempt to resolve issues of non-compliance by taking one or more of the following actions:

1. Recommending corrective actions,
2. Asking CITY OF ROLLING MEADOWS to provide a "Corrective Action Plan" (CAP),
3. Providing technical assistance, or

4. Modifying the agreement to include requiring prior approval for certain activities, more frequent communication, or requiring new or additional reporting from CITY OF ROLLING MEADOWS.

If Cook County determines that noncompliance cannot be remedied through these means, the County may take one or more of the following actions, subject to the applicable notice and cure periods stipulated in the Agreement:

- Temporarily withholding payments pending correction of the deficiency, or
- Requiring Subrecipient to reimburse costs deemed ineligible by DOTH.

If DOTH suspects instances of fraud or misconduct, or determines that the Subrecipient is unable or unwilling to undertake the corrective actions recommended (subject to Defaults, Remedies, Termination and other legal and equitable rights of the County stipulated in the Intergovernmental Agreements) DOTH may take one or more of the following actions, in consultation with Treasury, which may be dependent on the type of deficiency and the seriousness of the deficiency:

1. Disallow all or part of the cost of the activity or action not in compliance,
2. Wholly or partly suspend or terminate the federal funding,
3. Terminate administrative arrangement with Subrecipient, or
4. Take other remedies that may be legally available.

If DOTH deems the non-compliance event to be severe, they reserve the right to escalate a response to the County's Inspector General or the Office of Human Rights. Allegations of monetary or non-monetary offenses must receive a response within 30 days of the finding(s). Material damages resulting from a breach of contract are immediately recoverable by DOTH.

- EXPENSE TRACKING

As a Subrecipient, CITY OF ROLLING MEADOWS will adhere to Cook County's grant policies with respect to the tracking of program expenditures and the transfer of funds. Cook County reserves the right to update and modify the process by which funds are delivered based on the subrecipient's risk profile and demonstrated ability to meet the program's goals, objectives, reporting, and compliance requirements.

Program funds are anticipated to be distributed to subrecipients on a reimbursement basis. The County, at its discretion, may elect to provide a Subrecipient with a portion of their funding as an advance in some cases.

A Subrecipient seeking reimbursement for non-payroll expenses incurred within the administration of the Stormwater Management Project Implementation Program should share the following items at the end of each month with DOTH for each expense item. If a subrecipient has received funding in advance, the Subrecipient shall share this information within one month of the expenditure.

Table I. - Expense Documentation Requirements

Documentation	Purpose	Example (s)
Original Invoice	Proof of purchase	Expense receipt, invoice
Date of Invoice	Incurred during eligible period	Invoice, proof of payment
Expense Description	Eligibility review	Invoice, written description
Vendor	Source of purchase	Invoice, proof of payment
Expense Amount	Total request reimbursement	Total listed on invoice
Proof of Payment	Proof of payment by entity	Bank statement, check statement, general ledger, copy of check
Budget Category	Administrative	Administrative

In addition to an Excel summary of the expenses, all physical copies of monthly invoices should be incorporated into a single PDF document and all corresponding copies of their proof of payment should be incorporated in a separate PDF document. Subrecipients should highlight each expense they are seeking reimbursement for in an easily identifiable manner on the invoice and the proof of payment, respectively (i.e., highlights).

DOTH has the discretion to evaluate expenses and reject those that were incurred outside the eligible period, are not an eligible administrative expense, or that are not clearly connected to the execution of the Stormwater Management Project Implementation Program. Additionally, failure to provide the requisite expense documentation listed in the table above each month (or reasonable alternatives) may inhibit the Subrecipient from receiving reimbursement or may delay reimbursement.

Expenses that prompt a Subrecipient unexpectedly to exceed its projected budget will require an additional written explanation for why the expenses were necessary, how they were related to administering the Stormwater Management Project Implementation Program, and why they were not included in the original budget. DOTH will decide whether to reimburse such an expense.

- PAYROLL TIMEKEEPING

For Payroll reimbursement, CITY OF ROLLING MEADOWS is responsible for tracking employees' working hours dedicated to the Stormwater Management Project Implementation Program. CITY OF ROLLING MEADOWS will track the hours applied directly to the program and share their payroll reimbursement requests on a monthly basis. The required documentation for each employee is specified below:

- a. Employee name
- b. Employee title
- c. Hourly rate

- d. Number of hours worked, and
- e. Overview/Description of program activities

In addition to a document noting the items listed above, a formal payroll report from a Subrecipient's payroll system must be produced that covers the month duration for which the Subrecipient is seeking reimbursement.

Hours not directed to the Stormwater Management Project Implementation Program should not be included in the reimbursement request. DOTH shall seek repayment for any erroneous reimbursements.

- INVOICE SUBMISSION

The CITY OF ROLLING MEADOWS must provide the following information to seek reimbursement for program costs (See the Appendix, Attachment A for Templates):

- Reimbursement Summary Form,
- Reimbursement Certification,
- Personnel Costs Form,
- Other Costs Form, and
- Invoices, receipts, proof of payment, and/or payroll registers.

These expenses (payroll and non-payroll) will be measured against each projected budget and evaluated for eligibility. Any errors will be annotated and returned to CITY OF ROLLING MEADOWS for correction prior to reimbursement.

Attachment A

Required documents from subrecipients for expense reimbursement

Sample Reimbursement Summary Form:

CC ESR.01.2022

Expense Summary Report



The following form captures the Subrecipient's prior period's reported expenditures details (advice rooted in Subrecipient's Risk Assessment). This form must be submitted within 30 days of the month being reported here, unless otherwise communicated. The inputs in Budget Category should align with the budgetary categories agreed upon between the County and the Subrecipient. This report does not absolve the Subrecipient from the requirement to maintain backup documentation for a period of 5 years. Subrecipients must retain and provide the backup documentation during the grant and the five subsequent years. Upon County request, the Subrecipient agrees to share the backup documentation during the grant and the five subsequent years.

Subrecipient Information				
Project Title:		Subrecipient Address:		
Subrecipient Name:		Agreement Term:		
Unique Entity ID (formally DUNS):		Date Submitted:		
Incurrence Period Covered:				
Budgetary Category	Approved Budget*	Activity Balance**	Expended Amount~	Residual Balance
Capital Improvements & Con:				
Select				
Totals:				

*Ask Address sheet in column.
 **Fiscal Year Budget: This should match the same as all subsequent submissions for that fiscal year unless a budgetary change is agreed upon.
 ~Amount of funds the entity had remaining from their approved budget before this report. If this is 0, submission Activity Balance should equal Approved Budget.
 ~Expended amount should only be expenditures of this incurrence period incurred that were expenditures to-date. Residual balance will be activity balance minus the Expended amount.

Advance Drawdown Details (If Applicable)	
Total Advanced Funds Provided To-Date:	
Total Expenditures Reported To-Date (inclusive of expenditures in this report):	
Total Outstanding Advance To-Date (Advance Provided minus Expenditures Reported):	

Subrecipient Certification	
I certify that the information contained herein is accurate and complete, that funds were only used in furtherance of this project and in compliance with approved budget, and that all other supplementary forms have been provided to the County. I also certify that any additional documentation will be provided in the event of a County request.	
Chief Financial Officer (or equivalent) Name:	Date:
Chief Financial Officer Signature:	

County Program Lead Approvals			
Enter Program ID:	Enter Subrecipient's risk level:	Select	Select
Subrecipient Submitted all prior required docs.			
County Department Name:	County Department #:		
Program Lead Name:	Program Lead Signature:	Date Signed:	
Dept. Fiscal Lead:	Dept. Fiscal Lead:	Date Signed:	

* The following forms must be submitted as a package along with the Payroll Report and the Itemized Invoice Report. *

Sample Personnel Costs Form:

EXHIBIT D
Request for Advance of Grant Funds

The following form affords organizations in need of an advance of funds to request them from the County to perform program activities. The information should be provided by the subrecipient and shared with the County Program Lead. The information below is required before an advance of funds can be initiated.

Sample Advance Form:

CC-ARF-01.2022



Advancement Request Form

This form allows organizations in need to request an advance from the County. The information requested under blue header sections must be provided. This completed form is required before an advance can be made. Subrecipients must retain and protect the backing documentation (invoices and proof of payment) incurred against this advance for a period of five (5) years beginning at the conclusion of the Grant's duration, consistent with County policy for required audits and the Treasury Memorandum's record retention requirements. Upon County request, the Subrecipient agrees to share the backing documentation during the grant and the five subsequent years.

Subrecipient Information			
Project Title:			
Subrecipient Name:	Unique Entry ID#:		
Subrecipient Address:	Agreement Term:	No advance may be made within 3 months of the end of agreement Term	
Amount Requested			
Amount Requested:			
Basis of Need Explanation			
Subrecipient Certification			
<p>I hereby certify this request is being made with full intent to expend funds consistent with ARPA and County compliance and eligibility standards, and the approved budget. I certify the funds will only be used for costs applicable to the program herein. I verify I have the authority to submit this request on behalf of the organization I represent. I understand providing false information will subject my organization or municipality to termination from the above referenced program(s) and that there may be additional penalties including, but not limited to, referral to the appropriate law enforcement agencies for filing of criminal charges. 18 U.S.C. § 1001 makes it a felony to knowingly and willfully make materially false statement on a matter within the jurisdiction of any Federal agency. I understand knowingly and willfully making a materially false statement or concealing a material fact could subject me to a fine or imprisonment of up to 5 years, or both. I certify I have read Cook County's Policy on Advances, and I understand and accept the risks and responsibilities associated with this advance. Any misuse of funds could result in the termination of the Subrecipient Agreement and will require the organization to refund the County those amounts. Any advanced funds not yet spent by Subrecipient shall be promptly returned to the County within fifteen (15) days of termination.</p>			
Subrecipient Signature			
Chief Financial Officer (or equivalent) Name:		Date:	
Chief Financial Officer Signature:			
For Use by County Departments Only			
Enter Program ID:		Enter Subrecipient's risk level:	Select
Enter Subrecipient's Fiscal Year (FY) allocation:		% of FY allocation this request represents:	
Is amount requested within allowable parameters?	Select	What is the Subrecipient's Supplier Number?	
What number advance is this request?		Date of last advance:	
Aggregate amount of all prior advances:		Did Subrecipient signatory attend fiscal trainings?	Select
Subrecipient complied with expense sharing requirements and cautions prior to this request?			Select
County Department Name:	County Department #:		
Program Lead Name:	Program Lead Signature:	Date Signed:	
Dept. Fiscal Lead Name:	Dept. Fiscal Lead Signature:	Date Signed:	
For Use by Department of Budget and Management Only			
Budget Director Name:	Budget Dir. Signature:	Date Signed:	
<input type="checkbox"/> Approve	Reason:		
<input type="checkbox"/> Deny			

EXHIBIT E
Data Privacy Guidelines and Requirements

Subrecipients shall include data privacy guidelines and requirements in any sub award agreement.

Unauthorized access, use, or disclosure of personally identifiable information (“PII”) can seriously harm both individuals, by contributing to identity theft, blackmail, or embarrassment, and the organization, by reducing public trust in the organization or creating legal liability. PII includes any information that reveals or may reveal an individual’s identity such as: name, social security number, date and place of birth, mother’s maiden name, biometric records, or any other information linked or linkable to an individual, such as medical, educational, financial, and employment information or as otherwise defined in the Illinois Personal Information Privacy Act. The business practices of Cook County and its County Agencies as well as subrecipients must conform to with the necessary data privacy requirements, standards, and operational controls to ensure conformity with legal and regulatory requirements, county ordinances, and business requirements, including:

- Illinois Personal Information Protection Act (815 ILCS 530/)
- Illinois Biometric Information Privacy Act (740 ILCS 14/)
- CJIS—Criminal Justice Information Services Security Policy v5.7
- HIPAA—Health Insurance Portability and Accountability Act (164.308 Administrative Safeguards, 164.312 Technical Safeguards)
- NIST Special Publication 800-53r4 Security and Privacy Controls for Federal Information Systems and Organizations
- NIST Special Publication 800-122 Guide to Protecting the Confidentiality of Personally Identifiable Information
- NIST Special Publication 800-88, Revision 1: Guidelines for Media Sanitization
- 2 CFR § 200.303 - Internal controls.

Subrecipient shall develop and maintain standard operating procedures that meet the following criteria:

- Identify all PII residing within their organization or under the control of their organization through a third party to ensure all PII is protected.
- Document, review, and ensure that there are security measures implemented and maintained to protect data from unauthorized access, acquisition, destruction, use, modification, or disclosure.
- Implement measures to comply with breach notification requirements outlined in the Illinois Personal Information Protection Act.

A. Fair Information Practices

Privacy is much broader than just protecting the confidentiality of PII. The protection of PII and the overall privacy of information are concerns both for individuals whose personal information is at stake and for organizations that may be liable or have its reputation damaged should such PII be inappropriately accessed, used, or disclosed. To establish a comprehensive privacy program that addresses the range of privacy issues that Cook County may face, Subrecipient should take steps to establish policies and procedures that address all fair information practices.

- *Collection Limitation*—There should be limits to the collection of personal data by the Subrecipient and any such data should be obtained by lawful and fair means and, where appropriate, with the knowledge or consent of the data subject.
- *Data Quality*—Personal data should be relevant to the purposes for which they are to be used, and, to the extent necessary for those purposes, should be accurate, complete, and kept up to date.
- *Purpose Specification*—The purposes for which personal data are collected by the Subrecipient should be specified not later than at the time of data collection and the subsequent use limited to the fulfillment of those purposes or such others as are not incompatible with those purposes and as are specified on each occasion of change of purpose.
- *Use Limitation*—Personal data should not be disclosed, made available, or otherwise used for purposes other than those specified, except with the consent of the data subject or by the authority of law.
- *Security Safeguards*—Personal data should be protected by the Subrecipient through use of reasonable security safeguards against such risks as loss or unauthorized access, destruction, use, modification, or disclosure of data.
- *Openness*—The Subrecipient shall have a general policy of openness about developments, practices, and policies with respect to personal data. Means should be readily available of establishing the existence and nature of personal data, and the main purposes of their use, as well as the identity and usual residence of the data controller.
- *Individual Participation*—An individual should have the right: (a) to obtain from a data controller, or otherwise, confirmation of whether or not the data controller has data relating to him or her; (b) to have communicated to him or her, data relating to him or her within a reasonable time; at a charge, if any, that is not excessive; in a reasonable manner; and in a form that is readily intelligible to him or her; (c) to be given reasons if a request made under subparagraphs (a) and (b) is denied, and to be able to challenge such denial; and (d) to challenge data relating to him or her and, if the challenge is successful, to have the data erased, rectified, completed, or amended.
- *Accountability*—The Subrecipient shall utilize or name a data controller who will be accountable for complying with measures which give effect to the principles stated above.

B. Accounting of Disclosures

1. The Subrecipient shall keep an accurate accounting of disclosures of information held in each system of records under its control, including:
 - a. Date, nature, and purpose of each disclosure of a record; and
 - b. Name and address of the person or agency to which the disclosure was made.
2. Subrecipient shall retain the accounting of disclosures for the life of the record and thereafter according to the Agreement record retention requirements; and

3. Subrecipient shall make the accounting of disclosures available to the person named in the record upon request.

C. Consent

1. Subrecipient shall provide means, where feasible and appropriate, for individuals to authorize the collection, use, maintaining, and sharing of PII prior to its collection; and
2. Subrecipient shall appropriate means for individuals to understand the consequences of decisions to approve or decline the authorization of the collection, use, dissemination, and retention of PII; and
3. Subrecipient shall obtain consent, where feasible and appropriate, from individuals prior to any new uses or disclosure of previously collected PII; and
4. Subrecipient shall ensure that individuals are aware of and, where feasible, consent to all uses of PII not initially described in the organization's public notice posted on its website or in its policies that was in effect at the time the organization collected the PII.

D. Privacy Notice

1. Subrecipient shall provide effective notice to the public and to individuals regarding:
 - a. Its activities that impact privacy, including its collection, use, sharing, safeguarding, maintenance, and disposal of personally identifiable information (PII); and
 - b. Authority for collecting PII; and
 - c. The choices, if any, individuals may have regarding how the organization uses PII and the consequences of exercising or not exercising those choices; and
 - d. The ability to access and have PII amended or corrected if necessary.
2. The Subrecipient shall describe:
 - a. The PII collected and the purpose(s) for which it collects that information; and
 - b. How the Subrecipient uses PII internally; and
 - c. Whether the County Agency shares PII with external entities, the categories of those entities, and the purposes for such sharing; and
 - d. Whether individuals have the ability to consent to specific uses or sharing of PII and how to exercise any such consent; and
 - e. How individuals may obtain access to PII; and how the PII will be protected.
3. The Subrecipient shall revise its public notices to reflect changes in practice or policy that affect PII or changes in its activities that impact privacy, before or as soon as practicable after the change.

E. Internal Use

The Subrecipient shall only use PII internally and only for purpose(s) authorized by the Illinois Personal Information Protection Act and the organization's public notices regarding data privacy.

F. Information Sharing with Third Parties

1. The Subrecipient may share PII externally, only for the authorized purposes identified in the Illinois Personal Information Protection Act and/or similar requirement compatible with those purposes and specifically enumerate the purposes for which the PII may be used; and
2. The Subrecipient shall monitor, audit, and train its staff on what, if any, PII is authorized to be shared with third parties and on the consequences of unauthorized use or sharing of PII; and
3. The Subrecipient shall evaluate any proposed new instances of PII to be shared with third parties to assess whether sharing is authorized and whether additional public notice concerning data privacy on its website or in its policies is required.

EXHIBIT F

CERTIFICATION REGARDING LOBBYING

(This form is required for Subrecipient/Sub award funding of more than \$100,000)

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 Subrecipient 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. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Date: _____

Rob Sabo, Manager

City of Rolling Meadows