

Proposed
**BARRINGTON PARK DISTRICT
BOARD MEETING MINUTES**
(Attended Remotely Due to COVID 19 Pandemic and Governor's Executive Order)
JULY 20, 2020

- I. The Board of Park Commissioners, Barrington Park District, Lake and Cook Counties, Illinois, held a Board meeting that was called to order at 7:00 p.m. by President Linda Hovde. It was attended remotely due to the COVID-19 pandemic and Governor Pritzker's Executive Order to stay at home. In accordance with the recent Governor's order, a quorum of board members (Commissioners Hovde, Lundmark and Garry) were in the park district building at 235 Lions Drive. Commissioner Hovde called the meeting to order at 6:45 p.m.

II. ROLL CALL

Commissioners present: Commissioners Linda Hovde, Christine Garry, Bill Knapik, Jim Lundmark, and Jon Stickney. **Absent:** None. **Staff Present:** Executive Director Terry Jennings, Attorney Sue Jantorni, Accountant Lee Howard, Supt. Sue Mayer, Supt. Jodi Krause, Supt. Carla Smothers, and Recording Secretary Janet McKay.

Commissioner Hovde read a statement regarding Governor Pritzker's Executive Order requiring remote meetings that will be part of the record of this meeting (attached). Supt. Smothers and Director Jennings, who were at Langendorf Fitness and Recreation Center, said no member of the public requested participation in the meeting.

III. APPROVAL OF AGENDA

MOTION was made by Commissioner Garry, seconded by Commissioner Lundmark, to approve the agenda as posted.

Upon roll call:

AYES: 5 Commissioners Christine Garry, Linda Hovde, Bill Knapik, Jim Lundmark, and Jon Stickney.

NAYS: 0

MOTION CARRIED

VI. MINUTES

A. Finance Committee Meeting Minutes– June 15, 2020

MOTION was made by Commissioner Garry, seconded by Commissioner Lundmark, to approve the June 15, 2020 Finance Committee minutes as submitted.

Upon roll call:

AYES: 5 Commissioners Christine Garry, Linda Hovde, Bill Knapik, Jim Lundmark, and Jon Stickney.

NAYS: 0

MOTION CARRIED

B. Board Meeting Minutes – June 15, 2020

MOTION was made by Commissioner Garry, seconded by Commissioner Stickney, to approve the June 15, 2020 Board meeting minutes as submitted.

Upon roll call:

AYES: 5 Commissioners Christine Garry, Linda Hovde, Bill Knapik, Jim Lundmark, and Jon Stickney.

NAYS: 0

MOTION CARRIED

C. Special Board Meeting Minutes – July 2, 2020

MOTION was made by Commissioner Garry, seconded by Commissioner Lundmark, to approve the July 2, 2020 Special Board meeting minutes as submitted.

Upon roll call:

AYES: 5 Commissioners Christine Garry, Linda Hovde, Bill Knapik, Jim Lundmark, and Jon Stickney.

NAYS: 0

MOTION CARRIED

VII. **CONSENT AGENDA (Attached)**

MOTION was made by Commissioner Garry, seconded by Commissioner Lundmark, to approve the consent agenda for July 20, 2020 as posted.

Upon roll call:

AYES: 5 Commissioners Christine Garry, Linda Hovde, Bill Knapik, Jim Lundmark, and Jon Stickney.

NAYS: 0

MOTION CARRIED

- VIII. **PUBLIC COMMENT** - Supt. Smothers said the meeting notice had been published and no requests to participate in the meeting electronically had been received from the public nor were comments received. Director Jennings was present at 235 Lions Drive and no one from the public was present or had requested permission to speak.

IX. **UNFINISHED BUSINESS**

A. Discussion COVID-19

Director Jennings provided an update on how the park district is responding to the COVID-19 pandemic including the usage of facilities and open space and reported on the status of activities. Illinois is in Phase 4, and staff has been providing programming per guidelines. Summer camps and the splashpad are doing well. The Fitness Center attendance is down. Supt. Krause provided an update on KEEP and the sports organizations.

B. Potential Land Acquisition (moved to Executive Session)

X. **NEW BUSINESS**

A. Approve Ordinance 2020-D - Disposition of Personal Property

Supt. Mayer reviewed her memo dated today that reviewed the proposed ordinance allowing the park district to dispose of property that is no longer useful.

MOTION was made by Commissioner Stickney, seconded by Commissioner Garry, to approve Ordinance 2020-D, for the disposition of personal property.

Upon roll call:

AYES: 5 Commissioners Christine Garry, Linda Hovde, Bill Knapik, Jim Lundmark, and Jon Stickney.

NAYS: 0

MOTION CARRIED

B. Voluntary Disclosure

Attorney Jantorni summarized the proposed “Voluntary Disclosure Regarding Potential Impact of the Novel Corona Virus 2019” that will be posted on the web site for EMMA as recommended by the law firm of Chapman and Cutler.

MOTION was made by Commissioner Lundmark, seconded by Commissioner Stickney, to authorize the publication of the Voluntary Disclosure letter as recommended by Attorney Jantorni.

Upon roll call:

AYES: 5 Commissioners Christine Garry, Linda Hovde, Bill Knapik, Jim Lundmark, and Jon Stickney.

NAYS: 0

MOTION CARRIED

XI. COMMISSIONER COMMITTEE REPORT

A. Recreation Committee - No meeting.

B. Long Range Planning Committee - No meeting.

C. Building & Grounds Committee - To be provided in Executive Session

D. Policy Committee - No meeting.

XII. DIRECTOR'S REPORT

Staff has planned virtual concerts for the summer as well as other special events.

XIII. CORRESPONDENCE - None

XI. EXECUTIVE SESSION

MOTION was made by Commissioner Garry, seconded by Commissioner Lundmark, to adjourn the Regular Board meeting and enter Executive Session at 6:55 p.m. to discuss potential Land Acquisition.

Upon roll call:

AYES: 5 Commissioners Christine Garry, Linda Hovde, Bill Knapik, Jim Lundmark, and Jon Stickney.

NAYS: 0

MOTION CARRIED

XIII. ACTION DUE TO EXECUTIVE SESSION MATTERS

The regular Board meeting reconvened at 7:22 p.m. No action had been taken in Executive Session.

XV. ADJOURNMENT

MOTION was made by Commissioner Stickney, seconded by Commissioner Garry, to adjourn the Regular Board meeting at 7:44 p.m.

Upon roll call:

AYES: 5 Commissioners Christine Garry, Linda Hovde, Bill Knapik, Jim Lundmark, and Jon Stickney.

NAYS: 0

MOTION CARRIED

Respectfully submitted by Janet McKay

Approved:

PROPOSED
BARRINGTON PARK DISTRICT
SPECIAL BOARD MEETING MINUTES
FRIDAY, JULY 24, 2020

- I. The Board of Park Commissioners, Barrington Park District, Lake and Cook Counties, Illinois held a Special Board meeting , that was called to order at 8:15 am by President Linda Hovde.**
- II. Roll Call**
Present: Commissioners Linda Hovde, Bill Knapik, Jim Lundmark, Chris Garry (remotely)
Absent: Commissioner Stickney
Staff Present: Teresa Jennings, Executive Director, Susan Jantorni (remotely) Attorney
- III. Report on Potential Purchase of Real Estate**
Attorney Jantorni commented that the title company has been changed to First American Title from Chicago Title Company. She said the attorney for the seller sent the Radon test information regarding 560 Carl Avenue. Attorney Jantorni explained there is an easement on the property (Northwest corner of the 560 Carl Ave). The seller needs to have easement released prior to closing. She also said the equipment/furniture has been removed from the sale agreement. The purchase amount is \$1,200,000.00.
- VI. Motion to Approve Agreement to purchase the property at 560 Carl Avenue.**

Motion made by Commissioner Garry to purchase the property at 560 Carl Avenue for \$1,200,000.00 with the revision to the contract that the easement is removed by closing. Seconded by Commissioner Hovde.

Upon Roll Call: Ayes: 4 Commissioners Hovde, Knapik, Garry and Lundmark. Nays:0

Motion Carried
- VII. Adjournment**

Motion to adjourn at 8:25 am by Commissioner Hovde, seconded by Commissioner Lundmark.

Upon Roll Call: Ayes: 4 Commissioners Hovde, Knapik, Garry and Lundmark

Motion Carried

Respectfully submitted by Teresa Jennings

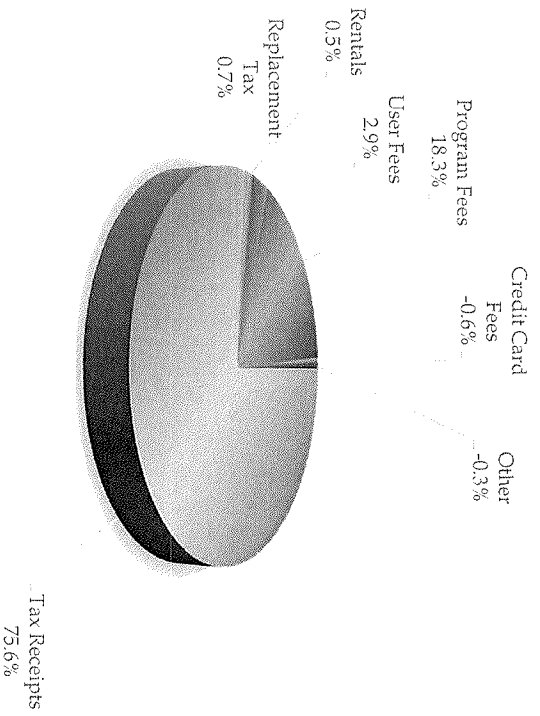
Barrington Park District
Operating Summary All Funds
For the Eight Month(s) Ended August 31, 2020

67% Of Year

	Corporate	Recreation	Audit	Insurance	Retiremnt	Spec. Rec.	Debt Serv.	Pav & Light	Cap Proj. Short Term	Cap Proj. Long Term	Total	Budget	% of Budget
Beg. Fund Balance	1,178,963	2,633,944	20,848	11,563	156,979	66,866	(37,484)	117,833	2,618,421	-	486,407	7,254,341	
Revenue													
Tax Receipts	571,574	1,036,512	1,873	66,869	247,680	121,755	1,921,677	16,696			3,984,636	5,572,765	72%
Replacement Tax	38,909	-									38,909	51,000	76%
Interest	10,473	-							3,883		45,616	45,000	101%
Rentals		28,594									28,594	141,650	20%
User Fees		154,602									154,602	509,250	30%
Program Fees		966,521									966,521	2,680,050	36%
Grants & Donations	-	5,700							-		5,700	12,500	n/a
Credit Card Fees		(29,516)									(29,516)	(57,000)	52%
Concession Sales		396									396	2,900	14%
Other	121,926	(141,128)		-					3,560		(15,642)	106,150	-15%
Bond Proceeds							800,000		-	1,171,000	-	1,971,000	100%
Total Revenue	742,883	2,021,682	1,873	66,869	247,680	121,755	2,721,677	16,696	7,443	1,171,000	31,259	7,150,816	65%
% of Budget	82%	41%	74%	69%	82%	54%	80%	64%	n/a	n/a	n/a		
Operating Expenditures													
Salaries & Wages	251,832	893,551				44,545					1,189,928	3,042,942	39%
Benefits	66,183	103,786			162,746						332,716	608,514	55%
Services	74,417	384,634	13,000			123,015	2,360				597,426	1,259,560	47%
Commodities	67,414	107,414									174,828	526,700	33%
Utilities		131,233									131,233	358,200	37%
Insurance				55,196							55,196	96,964	57%
Miscellaneous		-									-	20	0%
Debt Service & Capital Proj													
Debt Service		-					994,322				994,322	3,656,347	27%
Building										20,694	20,694	-	n/a
Park Projects								-	168,335		178,432	3,796,000	5%
ADA Projects						5,500					5,500	50,000	11%
Total Expenditures	459,847	1,620,619	13,000	55,196	162,746	173,060	996,681	-	168,335	20,694	10,097	3,680,274	27%
% of Budget	51%	35%	76%	57%	54%	61%	30%	0%	7%	n/a	n/a		
Revenue Over(Under) Exp.	283,037	401,063	(11,127)	11,673	84,934	(51,305)	1,724,995	16,696	(160,892)	1,150,306	21,162	3,470,542	(2,359,982)
Residual Equity Transfer	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Fund Balance	1,462,000	3,035,007	9,721	23,236	241,913	15,561	1,687,511	134,529	2,457,529	1,150,306	507,570	10,724,883	4,894,359
Rev	909,986	4,883,119	2,525	96,964	303,014	226,746	3,394,150	26,261	21,500	1,171,000	-	11,035,265	
Exp	896,599	4,686,558	17,000	96,964	303,014	283,015	3,316,097	125,000	2,500,000	1,171,000	-	13,395,247	

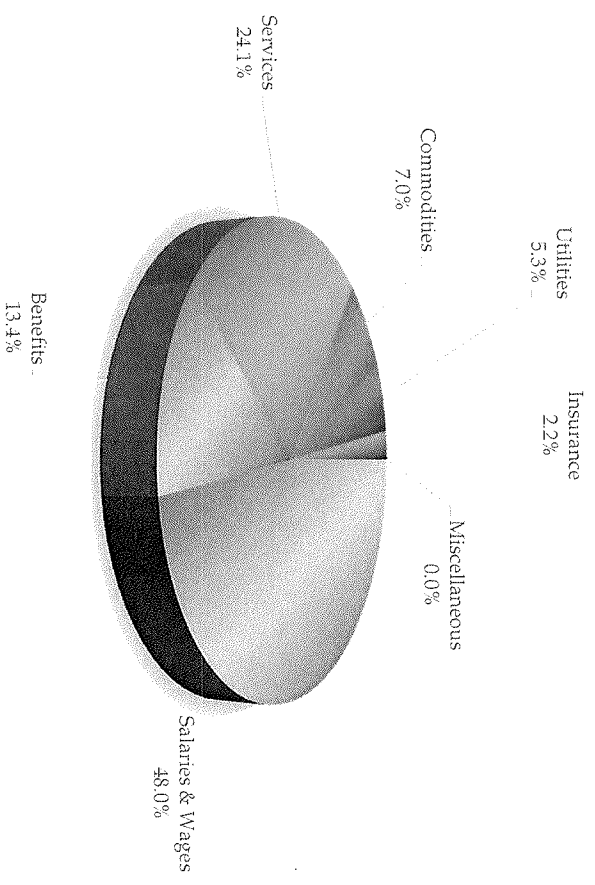
67% Of Year

Revenue Allocation



Barrington Park District Operating Summary All Funds For the Eight Month(s) Ended August 31, 2020

Expenditure Allocation



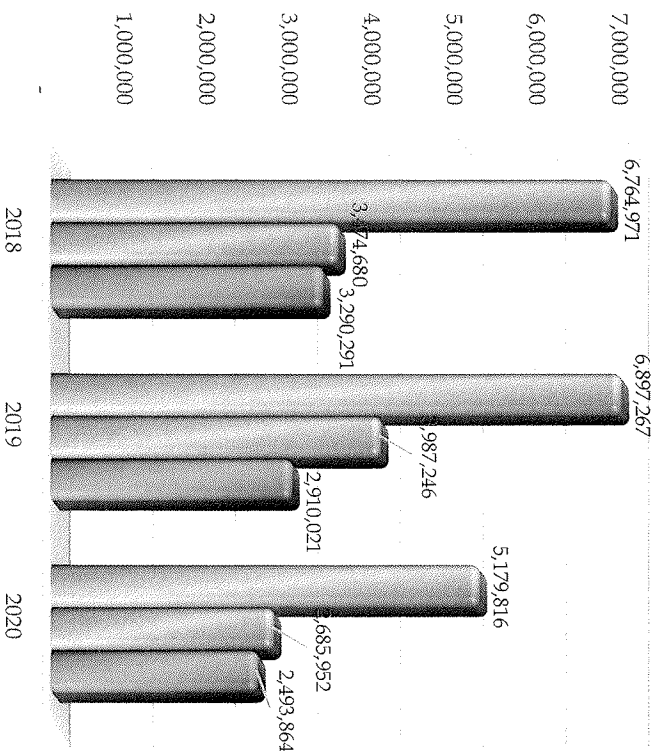
67% Of Year

Barrington Park District
Operating Summary All Funds
For the Eight Month(s) Ended August 31, 2020

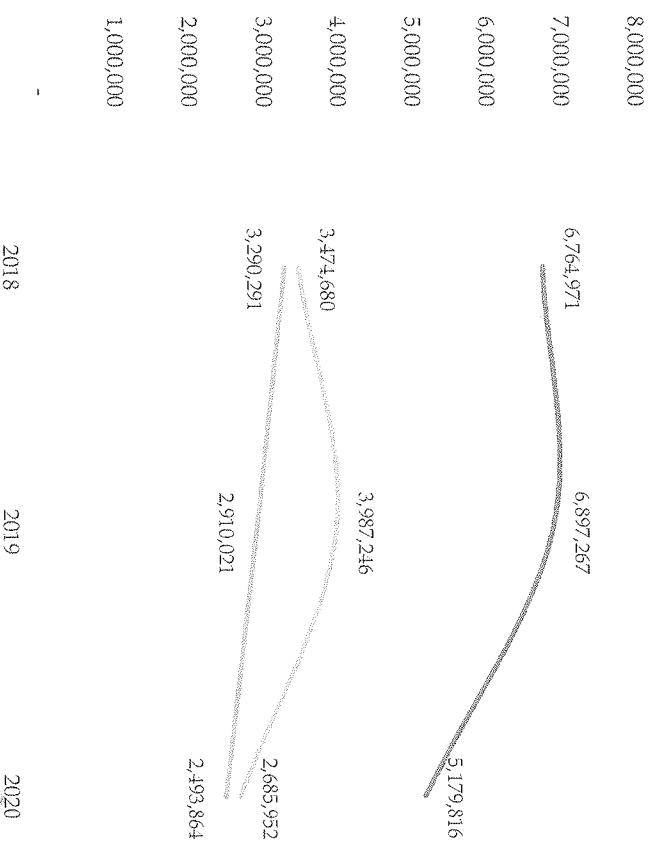
Historical Trending Analysis

(Excludes Debt Service)

■ Revenues ■ Expenditures ■ Surplus / Deficit



■ Revenues ■ Expenditures ■ Surplus / Deficit



**Barrington Park District
Corporate Fund - By Center**

For the Eight Month(s) Ended August 31, 2020

67% Of Year

	Maintenance					TOTAL
	Admin.	H.R.	Parks	Motor Pool	Building	
Revenue:						
Tax Receipts	571,574					571,574
Replacement Tax	38,909					38,909
Interest	10,473					10,473
Rentals						-
User Fees						-
Program Fees						-
Grants & Donations	-					-
Concession Sales						-
Other	121,926					121,926
Total Revenue	742,883	-	-	-	-	742,883
% of Budget	82%	n/a	n/a	n/a	n/a	82%
Expenditures:						
Salaries & Wages	103,589		110,600		37,643	251,832
Benefits	4,241		47,751		14,190	66,183
Services	32,685	7,007	12,959	21,547	219	74,417
Commodities	9,048	2,408	15,962	8,424	31,572	67,414
Utilities						-
Insurance						-
Debt Service						-
Miscellaneous						-
Park Projects						-
Capital Expenditures						-
Transfer Out	-					-
Total Expenditures	149,563	9,414	187,273	29,971	83,625	459,847
% of Budget	49%	35%	46%	57%	76%	51%
Revenue Over(Under) Exp.	593,320	(9,414)	(187,273)	(29,971)	(83,625)	283,037
Budget						
Rev	909,986					909,986
Exp	302,177	26,700	405,446	52,200	110,076	896,599

**Barrington Park District
Recreation Fund**

Revenues & Net by Program/Center
For the Eight Month(s) Ended August 31, 2020
and Comparison to Last Year

67% of Year

	This Year		Last Year		% Inc. (-Dec.) From Last Year		\$ Inc. (-Dec.) From Last Year	
	Revenue	Net	Revenue	Net	Revenue	Net	Revenue	Net
Programs								
Special Events	12,453	406	33,233	6,137	-63%	-93%	(20,780)	(5,731)
Children's PS WS	39,728	1,217	92,530	31,637	-57%	-96%	(52,802)	(30,420)
Youth Programs	36,748	(9,236)	135,044	56,317	-73%	-116%	(98,295)	(65,552)
Youth Sports	165,233	79,146	300,124	151,734	-45%	-48%	(134,891)	(72,588)
Jr. High Ski Club	69,014	17,880	53,012	41,091	30%	-56%	16,002	(23,211)
Teamscourse	150	342	2,916	(3,857)	-95%	-109%	(2,766)	4,199
Early Childhood	4,844	(2,047)	25,626	15,798	-81%	-113%	(20,782)	(17,845)
KEEP	536,184	140,350	1,011,681	516,362	-47%	-73%	(475,497)	(376,012)
Camps	1,769	(2,067)	62,079	29,975	-97%	-107%	(60,310)	(32,041)
Adult Programs	989	(114)	4,648	2,153	-79%	-105%	(3,659)	(2,268)
Adult Sports	12,954	(217)	21,889	(4,941)	-41%	-96%	(8,935)	4,724
Mature Adults	9,141	4,645	21,273	4,602	-57%	1%	(12,132)	(20,072)
Teens	2,744	1,473	41,499	21,545	-93%	-93%	(38,755)	(14,591)
Cheerleading	65,211	26,768	119,894	41,359	-46%	-35%	(54,683)	(14,591)
Total Programs	957,161	258,546	1,925,449	909,911	-50%	-72%	(968,287)	(651,365)
Recreation Administration								
Administration	843,847	550,916	991,114	714,348	-15%	-23%	(147,267)	(163,432)
Brochure Production	-	(33,852)	-	(55,403)	n/a	n/a	-	21,551
Total Admin.	843,847	517,063	991,114	658,945	-15%	-22%	(147,267)	(141,882)
Facilities								
Beese Park	13,890	(5,466)	16,493	(16,485)	-16%	67%	(2,602)	11,020
Golf Course	10,836	8,830	12,547	8,499	-14%	4%	(1,711)	332
Pools	7,823	(5,585)	241,957	(29,954)	-97%	81%	(234,134)	24,368
Community Center	11,528	(264,271)	29,883	(329,745)	-61%	20%	(18,356)	65,474
Citizens Park	4,195	(137,759)	43,520	(104,474)	-90%	-32%	(39,325)	(33,285)
Fitness Center	172,402	29,705	357,449	129,702	-52%	-77%	(185,047)	(99,998)
Total Facilities	220,674	(374,546)	701,849	(342,457)	-69%	-9%	(481,175)	(32,089)
Bonds								
YTD Recreation Fd	2,021,682	401,063	3,618,412	1,226,399	-44%	-67%	(1,596,730)	(825,336)
ANNUAL BUDGET	4,883,119	-	3,933,882	-			949,237	-
% of Budget	41%		92%					

**Barrington Park District
Investments**

For the Eight Month(s) Ended August 31, 2020

Investment	Purchase		Maturity	Amount	Rate	Term	Fund
	Date						
Harris Bank CK	N/A		Demand	\$461,374.21	0.20%	N/A	All
Harris Bank CK (CC & On-line)	N/A		Demand	\$235,095.25	0.10%	N/A	All
Barrington Bank & Trust Maxsafe MM	N/A		Demand	\$8,265,925.10	0.20%	12 Months	Capital
Barrington Bank & Trust CD	1/27/2019		1/27/2020	\$580,926.63	2.00%	12 Months	Capital
Barring Bank & Trust Operating	N/A		Demand	\$125,990.07	N/A	N/A	All
IL. Park Dist Liquid Asset Fund	N/A		Demand	\$45,364.46	0.15%	N/A	Corporate
IL. Park Dist Liquid Asset Fund	N/A		Demand	\$794,698.57	0.15%	3 Months	Capital
Petty Cash	N/A		Demand	\$300.00	N/A	N/A	Corporate
				<u>Total \$ 10,509,674.29</u>			

ORDINANCE NO. 2020 E
FOR THE DISPOSITION OF PERSONAL PROPERTY

WHEREAS, pursuant to Section 8-22 of the Park District Code, the Board of Commissioners has determined that the personal property set forth below is no longer necessary or useful to the Barrington Park District;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE BARRINGTON PARK DISTRICT, Cook and Lake Counties, Illinois, as follows:

SECTION 1: The personal property fully set forth in the attached Exhibit A, is hereby found to be no longer necessary or useful to the Park District:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

SECTION 2: The Director of the Park District, or her designee, is hereby authorized to sell or otherwise dispose of the personal property described in Exhibit A, without any warranty as to fitness or use, at such time and on such terms as the Director deems to be in the best interests of the Park District.

PASSED AND APPROVED THIS _____ day of _____, 2020..

AYES _____

NAYS _____

ABSENT _____

President

ATTEST:

Secretary

Barrington Park District
ORDINANCE NO. 2020-E, Exhibit A
FOR THE DISPOSITION OF PERSONAL PROPERTY

Quantity	Decription
4	Transfold Portable Stage, Midwest Folding Products, 4'x8' panels, adjustable height
1	Cart for Moving Stage, Midwest Folding Products
1	Expresso Fitness Model S3r Recumbent Exercise Bike
3	Computer Tower w/Hard Drive Removed: Dell Optiplex 790
1	Computer Tower w/Hard Drive Removed: Dell Optiplex 7010
1	Computer Tower w/Hard Drive Removed: HP PRO
1	Computer Tower w/Hard Drive Removed: HP 280G MT Business PC
1	Server w/Drives Removed: DELL Power Edge R710
1	POE Injector
1	Firewall
1	NanoBeam M5 Receiver
1	Logitech Wireless Broken Keyboard
1	Microsoft Wireless Broken Keyboard and Mouse
1	APC Battery Backup: Bad - Will Recycle
5	Rack Mount pieces for Old Server
3	Random Power Cords for old electronics

INTERGOVERNMENTAL AGREEMENT

COVID19 RELIEF FUND

THIS AGREEMENT made this _____ day of September, 2020, by and between the **County of Lake** (hereinafter referred to as "**COUNTY**") and **BARRINGTON PARK DISTRICT** (hereinafter referred to as "**TAXING DISTRICT**," regardless of legal organization which may include a Home Rule unit of government). The COUNTY and the TAXING DISTRICT shall hereinafter be referred to jointly as the Parties.

RECITALS

WHEREAS, the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/ *et. seq*) authorize units of local government, including counties and municipalities, to contract or otherwise associate among themselves in any manner not prohibited by law and to jointly exercise any power, privilege or authority conferred upon them by law; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.* allow units of public entities to enter into intergovernmental agreements in the furtherance of their governmental purposes; and

WHEREAS, pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") the COUNTY received approximately one hundred twenty-two million dollars from the United States Government ("CARES Act Funds"); and

WHEREAS, the CARES Act provides for payments to local governments navigating the impact of the COVID-19 outbreak via the Coronavirus Relief Fund; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover expenses which: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

WHEREAS, the COUNTY was eligible to receive payments under the CARES Act, as it is a unit of local government in excess of 500,000 residents; and

WHEREAS, the United States Department of Treasury ("Treasury") has issued guidelines with regards to the authorized use of funds allocated to local governments under the CARES Act; and

WHEREAS, this Agreement is intended to promote the most efficient distribution of financial resources which have been made available to the COUNTY to benefit the citizens of the COUNTY; and

WHEREAS, under the CARES Act, should the Office of the Inspector General determine that the funds were used in a manner contrary to the intent of the Act or contrary to the United States' Department of Treasury guidelines, the CARES Act provides that the federal government may recoup the improperly spent funds from the COUNTY; and

WHEREAS, the COUNTY and the TAXING DISTRICT within Lake County, and its residents, have suffered secondary effects of the coronavirus emergency; and

WHEREAS, the COUNTY, as the jurisdiction responsible for disbursement of funds under the CARES Act, finds that it is appropriate to use these funds to defray certain costs incurred by the TAXING DISTRICT related to the coronavirus emergency; and

WHEREAS, pursuant to guidance and interpretations of Treasury, the COUNTY as recipient of CARES Act funds may distribute a portion of those funds to other responsible entities within the COUNTY to assist in distributing CARES Act funds to those most in need of such funds

to be administered in compliance with the CARES Act, current and amended Treasury guidance and interpretations, and this Agreement; and

WHEREAS, the COUNTY may provide direct reimbursement to a TAXING DISTRICT that has eligible reimbursements per the Treasury guidance, both current and as amended; and

NOW, THEREFORE, the COUNTY and the TAXING DISTRICT hereby agree as follows:

1.0 Recitals, Definitions, and Purpose.

1.1 Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Intergovernmental Agreement ("IGA").

1.2 Definitions.

1.2.1 "CARES ACT funds" shall refer to funds which have been allocated to the COUNTY under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") of which the COUNTY is responsible for the disposition.

1.2.2 "Forms" shall refer to forms or application documents used to seek reimbursement of coronavirus related expenses under this agreement.

1.2.3 All other words used in this agreement which are not specifically defined shall have their normal and ordinary meaning.

1.3 Purpose. The purpose of this Agreement is to establish a contractual relationship between the COUNTY and TAXING DISTRICT with regards to the proposed reimbursement of municipal expenses associated with the coronavirus emergency from federal CARES ACT funds which the United States Federal Government has disbursed to the COUNTY. The COUNTY has, by resolution, created the Lake COUNTY Local Government COVID-19 Reimbursement program. This agreement shall remain in effect between the parties to govern the form of applications for reimbursement, the review of applications, the criteria for reimbursable expenses, the retention of documents, and other material terms governing the processing of reimbursement applications as outlined in the guidelines provided by the COUNTY to the TAXING DISTRICT.

2.0 Obligations of the COUNTY

2.1 Generally. The COUNTY, by and through its Finance Department, shall process requests for reimbursement received from TAXING DISTRICT subject to the requirements set forth herein.

2.2 Submittal does not guarantee approval. The COUNTY, by receiving and processing the reimbursement requests of TAXING DISTRICT, does not guarantee approval of the reimbursement requests by the COUNTY, the United States Department of Treasury, or the Office of the Inspector General.

2.3 No further obligations. The COUNTY shall have no further obligations under this IGA other than those expressly set forth.

3.0 Obligations of the TAXING DISTRICT

3.1 Generally. In order to submit requests for reimbursement of coronavirus emergency related expenditures, TAXING DISTRICT agrees to submit the forms, certifications and documentation as may be required by the COUNTY for any expense for which TAXING DISTRICT seeks reimbursement under this Agreement. TAXING DISTRICT agrees that the sole and exclusive decision as to whether or not TAXING

DISTRICT's request is granted lies within the discretion of the COUNTY, and that submission of expenses for reimbursement does not obligate the COUNTY to agree to reimburse those expenses. TAXING DISTRICT agrees that the COUNTY, through its Finance Department, may deny reimbursement for expenses which, in the discretion of the Chief Financial Officer, are not permitted uses for CARES ACT funds. The parties also agree that expenses that may be otherwise eligible for reimbursement may be rejected by the COUNTY in its sole discretion, that the COUNTY is under no obligation to approve any particular reimbursement request, and that reimbursement is also subject to the availability of funds.

4.0 Form of Expense Submittals, Certification, failure to use form or comply with criteria

4.1 Generally. The Parties agree that expenses for which TAXING DISTRICT seeks reimbursement shall be submitted upon the forms and in the manner as may be required by the COUNTY. TAXING DISTRICT agrees to utilize these forms exclusively in seeking reimbursement of expenses related to the coronavirus emergency.

4.2 Certification. By entering into this IGA the Mayor, President, CFO or City Manager or other authorized official certifies that the expenses for which TAXING DISTRICT seeks reimbursement: (i) are necessary expenditures incurred due to the public health emergency with response to the Coronavirus Disease 2019, (ii) were not accounted for in the most recently approved budget of the TAXING DISTRICT, as of March 27, 2020, (iii) were incurred during the period between March 1, 2020 and December 30, 2020, and (iv) meet the criteria set forth in the United States Department of Treasury guidelines and interpretations, both current and as they may be amended and supplemented in the future.

4.3 Failure to use form or attach certification. The failure by TAXING DISTRICT to use the required forms or to accompany each and every reimbursement request with a completed certification, shall lead to the summary rejection of that submittal by the COUNTY.

4.4 Failure to comply with Department of Treasury Guidelines and Interpretations. The COUNTY reserves the right to reject any reimbursement which it determines, in its sole and exclusive discretion, does not meet the criteria of the CARES ACT or United States Department of Treasury guidelines and interpretations, both current and as may be amended and supplemented in the future, associated with disbursement of funds under the CARES ACT.

4.5 TAXING DISTRICT shall not submit for reimbursement to the COUNTY any expense which the TAXING DISTRICT has submitted or will submit to any other entity, whether public or private, for reimbursement. Should TAXING DISTRICT at any time receive reimbursement for any expense for which the COUNTY has already reimbursed the MUNICIPALITY under this IGA, the TAXING DISTRICT shall within 14 days or at the next scheduled municipal meeting occurring thereafter authorize and refund that reimbursement to the COUNTY.

5.0 Reimbursement guidelines; prohibition on duplicate reimbursement.

5.1 Reimbursement guidelines will be provided to TAXING DISTRICT that will include details specific to maximum reimbursement funding and allocation method, allowable expenses, required documentation and format of submittal, submission deadlines,

reporting requirements, compliance audit information, and records retention, among other guidance.

5.1.1 The reimbursement guidelines may be updated based on additional information received by COUNTY, or if additional funding is allocated.

5.2 TAXING DISTRICT shall not be entitled to reimbursement of expenses on application to the County for which it has sought and received reimbursement from any other entity, whether public or private, as described in 4.2, above.

6.0 Cooperation

6.1 The COUNTY shall assist TAXING DISTRICT in complying with the requirements of the CARES Act and the United States Department of Treasury guidelines by preparing sample forms and providing feedback and guidance with regards to the type and quality of information required to complete such forms.

6.2 TAXING DISTRICT agrees to abide by the terms of the CARES Act and all United States Department of Treasury guidelines and interpretations, both current and as may be amended and supplemented in the future.

6.3 TAXING DISTRICT shall, at the COUNTY's request, supply COUNTY with all relevant information for the COUNTY to evaluate whether a request for reimbursement meets the criteria under the CARES Act and United States Department of Treasury guidelines, both current and as may be amended and supplemented in the future.

7.0 Records

7.1 TAXING DISTRICT shall maintain all records relating to the expenses which TAXING DISTRICT seeks to have reimbursed by COUNTY from CARES Act funds for a period of at least ten (10) years or the period of time required by other state or federal law, whichever is longer.

7.2 At any time, the COUNTY may request that the TAXING DISTRICT provide records relating to the expenses which TAXING DISTRICT seeks to have reimbursed. TAXING DISTRICT agrees to provide records within 14 days in response to such requests.

7.3 Failure to provide records may result in the denial of the reimbursement request. In circumstances where the reimbursement request has been granted and the records are needed to justify the reimbursement to the Office of the Inspector General or any other office, official, or department which may later become responsible for auditing disbursements of CARES Act funds, failure by TAXING DISTRICT to provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that TAXING DISTRICT shall be responsible for repayment of any disbursement which the Office of Inspector General, or its successor, finds improper, unsupported, or unable to be verified within the time limit set by the Office of Inspector General. The TAXING DISTRICT shall make said repayment on or before the COUNTY is required to reimburse the federal government for such improper, unsupported, or unverified expense. Additionally, TAXING DISTRICT agrees to indemnify the COUNTY or make the COUNTY whole for any penalty assessed against the COUNTY based upon TAXING DISTRICT's failure to retain or provide records.

8.0 Timeliness.

8.1 The Parties agree that time is of the essence in the processing of applications for reimbursement. The COUNTY shall use all reasonable speed and diligence in the processing of applications for reimbursement.

8.2 The Parties agree that time is of the essence in communications seeking supporting documents or requesting records under this agreement. The Parties agree that they shall use all reasonable speed and diligence in responding to requests for records or supporting documents.

9.0 Indemnity.

9.1 The Parties agree that where the COUNTY may rely upon the certification of the TAXING DISTRICT that such expenses which TAXING DISTRICT sought to have reimbursed from CARES Act funds met the minimum requirements of the CARES Act, and where the Office of the Inspector General, or any other person, official, or department which is charged with the auditing and review of expenditures of CARES Act funds determines that such reimbursement was not permitted under the CARES Act, TAXING DISTRICT agrees to indemnify, reimburse and make whole the COUNTY for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to the COUNTY. TAXING DISTRICT further agrees to indemnify, reimburse, or make whole the COUNTY for any penalties associated with the federal government seeking to recoup the expended CARES Act funds which the COUNTY disbursed to TAXING DISTRICT including interest, attorneys fees or any penalty provided by law. Additionally, TAXING DISTRICT agrees to indemnify the COUNTY or make the COUNTY whole for any penalty assessed against the COUNTY based upon TAXING DISTRICT's duplication of reimbursements as provided in Article 5.2 above. TAXING DISTRICT also agrees to indemnify the COUNTY for any other loss or damage due to TAXING DISTRICT's violation of this IGA.

9.2 TAXING DISTRICT agrees to hold COUNTY harmless for any evaluation or advice which the COUNTY provided to TAXING DISTRICT as to whether the requested reimbursement is a permissible use of the CARES Act funds.

10.0 Term and termination

10.1 Term. This Agreement shall remain in effect until December 30, 2020 unless earlier terminated by either party provides written notice of termination to the other. Such notice shall be effective 14 days after receipt of the termination.

10.2 Survival of Terms. Those terms relating to the party's obligation to maintain records and provide records, and the TAXING DISTRICT's indemnification of the COUNTY shall survive the termination of this Agreement.

11.0 General Terms and Conditions

11.1 Amendment. Any revision to this Agreement shall be made by written amendment to this Agreement. This Agreement, including exhibits attached hereto and incorporated herein by reference, represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements, and understandings relating thereto.

11.2 Assignment. The performance covered by this Agreement shall not be assigned or delegated without the prior written consent of the COUNTY.

11.3 Conflict of Interest. No officer, employee, elected or appointed officials of the COUNTY or the TAXING DISTRICT (and no one with whom they have family or business ties) shall obtain any personal or financial benefit of the funds to be administered herein

11.4 Notices. Any notice under this IGA shall be sent by email to the following individuals at the indicated email addresses:

To the COUNTY:

Patrice Sutton, Chief Financial Officer, County of Lake at psutton@lakecountyil.gov

To the TAXING DISTRICT:

Teresa Jennings, Executive Director, Barrington Park District,
tjennings@barringtonparkdistrict.org

IN WITNESS WHEREOF, the COUNTY and the TAXING DISTRICT have executed this Agreement as of the date first above written.

COUNTY OF LAKE

BARRINGTON PARK DISTRICT

County Administrator, Lake County

Authorized Signature

Printed Name

Title

ATTEST:

ATTEST:

Lake County Clerk

Secretary