

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR  
PARTICIPATION IN DUPAGE COUNTY LOCAL GOVERNMENT COVID-19  
REIMBURSEMENT PROGRAM**

THIS AGREEMENT is made and entered into on this 12th day of January, 2021 by and between the County of DuPage, a body politic and corporate, hereinafter referred to as "COUNTY" and Lisle Township, a Township existing pursuant to the Township Code (60 ILCS/1, et seq.), and collectively referred to 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 Townships, 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, the County of DuPage received approximately one hundred sixty-one million dollars (\$161,000,000) from the United States Government pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); 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 CARES Act's requirement that expenses be incurred prior to December 30, 2020 was amended by the Consolidated Appropriations Act 2021 (PL 116-159, Division N, Title X, Section 1001), which provides that expenses must be incurred no later than December 31, 2021; and

WHEREAS, all townships are granted an extension permitting reimbursement of expenses incurred on or before March 1, 2021 as allowed by the Consolidated Appropriations Act 2021 for expenses incurred; and

WHEREAS, the County of DuPage 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 has issued guidelines with regards to the authorized use of funds allocated to local governments under the CARES ACT; and

WHEREAS, neither the CARES ACT, the United States Department of Treasury, nor state law, requires that the County disburse any funds to local Townships within its geographic boundaries; and

WHEREAS, under the CARES ACT, the County is ultimately responsible for any expenditures from CARES ACT funds; and

WHEREAS, much uncertainty remains regarding future costs the County and local Townships will be forced to bear related to the coronavirus emergency; and

WHEREAS, much uncertainty exists as to the potential for future allocations of federal or state monies to defray those future costs; and

WHEREAS, this agreement is intended to promote the most efficient distribution of resources which have been made available to the State of Illinois and the County of DuPage to benefit the citizens of DuPage 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 Congress 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, those Townships within DuPage County, and their residents, have suffered secondary effects of the

coronavirus emergency, as the State of Illinois has ordered the closure of non-essential businesses; and

WHEREAS, the County of DuPage, 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 Township related to the coronavirus emergency; and

WHEREAS, the State's closure of non-essential business has resulted in a large increase in unemployed DuPage County residents; and

WHEREAS, the Townships are authorized under Section 9-15 of the Illinois Public Aid Code (305 ILCS 5/9-15) to provide in-kind aid in meeting basic maintenance requirements, including but not limited to, food, paper goods, toiletries, and clothing, to those residents who are poor, indigent, homeless, or in need of immediate assistance; and

WHEREAS, the nine Townships of DuPage County have seen an increase in demand for necessary supplies for those Townships that operate food pantries due to the unemployment generated by the closure of non-essential businesses by the State of Illinois; and

WHEREAS, due to the closure of non-essential businesses, disruption in the supply chains, and increases in commodity prices due to shortages, closures, and disruption, the costs associated with obtaining supplies and equipment for the township food pantries have increased due to the COVID-19 public emergency; and

WHEREAS, in order to provide necessary services, Townships have had to obtain more cleaning and sanitization materials and personal protective equipment than they would ordinarily require; and

WHEREAS, the County of DuPage, 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 Townships related to the coronavirus emergency; and

WHEREAS, the disbursement of funds under the CARES ACT to the Township is in the best interests of the County, the Township and their residents.

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained herein, the Parties 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.**

- A. "CARES ACT funds"** shall refer to funds which have been allocated to DuPage County under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") of which DuPage County is responsible for the disposition.
- B. "Forms"** shall refer to forms or application documents used to seek reimbursement of coronavirus related expenses under this agreement.
- C. "Expenses"** shall refer to the cost of tangible goods or commodities and certain personnel expenses described below which (1) were 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 March 1, 2021. Examples of "Tangible Goods or commodities" would include, but are not limited to, personal protection and medical equipment, sanitation and disinfectant products, software, laptops and technology equipment necessary for employees to telecommute. For purposes of this section, expenses related to obtaining food, clothing, housing, emergency assistance in paying rent (including without limitation future rent) or utilities, and other essential personal care items for the needy shall be considered expenses. Expenses shall also include the costs associated with purchasing or obtaining food, clothing, essential personal care items, packaging and equipment to be used in the storage and distribution of such food, clothing, and essential personal care items, and includes payments made by Township to a not-for-profit entity or an entity

exempt from taxation pursuant to Internal Revenue Code 501(c)(3) to assist in the acquisition, storage or distribution of food, clothing, and other essential personal care items for the needy, or the acquisition or storage of any equipment used for such purposes. Further, "Expenses" shall include payroll costs for Township employees where such employees time was substantially dedicated to mitigating the spread or responding to the public health emergency and/or who have been reassigned from their budgeted role to a different function to substantially support COVID-19 related activities. "Expenses" shall not include the complete payroll costs for employees who are not substantially dedicated to the mitigation or response to the public health emergency, except as set forth in 5.1 of this Agreement.

D. 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 Township with regards to the proposed reimbursement of eligible Township 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 DuPage 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.

## **2.0 Obligations of the County**

**2.1 Generally.** The County, by and through its Finance Department or Third-Party Consultant hired by the County, shall process requests for reimbursement received from Township subject to the requirements set forth herein.

**2.2 Submittal does not guarantee approval.** The County, by receiving and processing the reimbursement requests of Township, does not guarantee approval of the reimbursement

requests by the DuPage County Board, the DuPage County Finance Department, 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.

**2.4 Supplemental Appropriations.** The terms of this Agreement shall govern any supplemental appropriations of CARES Act funds between the County of DuPage and the Township. The County has appropriated an additional five thousand dollars per township to pay for diapers, infant formula, and similar essentials. These additional supplemental appropriations are governed by the terms of this Agreement, but shall not be counted against the reimbursement cap set forth in this Agreement.

### **3.0 Obligations of the Township**

**3.1 Generally.** In order to submit requests for reimbursement of coronavirus emergency related expenditures, Township agrees to submit the forms, certifications and documentations set forth in this IGA for any expense for which Township seeks reimbursement under this Agreement. Township agrees that the sole and exclusive decision as to whether or not Township's request is granted lies within the discretion of the DuPage County Board, and that submission of expenses for reimbursement does not obligate the County to agree to reimburse those expenses. Township agrees that the County Board, through its Finance Department or Third-Party Administrator, may reject expenses which are clearly not permitted uses for CARES ACT funds such as using the funds for revenue replacement.

### **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 Township seeks reimbursement shall be submitted upon forms provided by the County.

**4.2 Certification.** Each request for reimbursement shall be accompanied by a certification (a sample of which is attached hereto as Exhibit A) wherein the Township Supervisor, certifies that the expenses for which Township seeks reimbursement: (i) are necessary expenditures incurred due to the public health emergency with response

to the Coronavirus Disease 2019, (ii) which were not accounted for in the most recently approved budget of the Township, as of March 27, 2020, (iii) were incurred during the period between March 1, 2020 and March 1, 2021. By entering into the IGA, Township authorizes its Supervisor to sign such certification on behalf of Township.

**4.3 Failure to comply with Department of Treasury Guidelines.** The County reserves the right to reject any reimbursement which it feels, in its sole and exclusive discretion, does not meet the criteria of the CARES ACT or United States Department of Treasury guidelines associated with disbursement of funds under the CARES ACT. Such rejection may be made by the DuPage County Board. This section shall not be held to restrict the County Finance Department or Third-Party Administrator from rejecting requests which clearly fail to comply with the CARES ACT or with Department of Treasury guidelines. In the event the County determines that Township has failed to submit adequate documentation or certification to approve an item of reimbursement, the County shall promptly notify Township and Township may submit any other or additional documentation and renew its request for approval of the item of reimbursement.

**5.0 Expenses to be reimbursed; Caps of maximum amount of reimbursements available to Township; prohibition on duplicate reimbursement.**

**5.1** Township may submit expenses as set forth in section 1.2(c) of this Agreement. Where submitted expenses are seeking reimbursement for employee payroll, the County requires that the expenses be separated into two categories. The first category shall be employees whose time was substantially dedicated to mitigating the spread or responding to the public health emergency and/or who have been reassigned from their budgeted role to a different function to substantially support COVID-19 related activities. For purposes of this section "substantially dedicated" shall mean that sixty percent (60%) or more of the employees' time was dedicated to mitigating the spread or responding to the public health emergency related to COVID-19. Township may submit, and the County Board will consider, reimbursing 100% of the

salary of "substantially dedicated" employees. The second category shall consist of employees whose time is not "substantially dedicated" to mitigating the spread of or responding to the COVID-19 public health emergency, but who have spent some portion of their compensated time (but less than sixty percent (60%)) mitigating the spread of or responding to the COVID-19 Public Health Emergency. The Township may submit, and the County Board will consider, reimbursing payroll in the amount of the proportion of the individual employees' time spent mitigating the spread of or responding to the COVID-19 public health emergency. For example, if an employee spent twenty percent (20%) of his or her compensated time mitigating the spread of or responding to the COVID-19 public health emergency, the Township may submit for reimbursement of twenty percent (20%) of the employees' salary during the period of time in which the employee was engaging in COVID-19 related responses.

- 5.2 Township shall not be entitled to reimbursement of expenses for which it has sought reimbursement from another County, State, or federal program designed to reimburse local government for costs associated with the coronavirus emergency or other emergencies.
- 5.3 Subject to the provisions of Section 5.4, Township shall receive, in aggregate, no more than two hundred twenty-five thousand dollars (\$225,000.00) under this Agreement.
- 5.4 Should any individual Township incur Expenses, which would be reimbursable under this Agreement, in excess of the cap set forth in Paragraph 5.3, that Township may send correspondence to the DuPage County Board Chairperson, with the same type of supporting documentation as set forth in this Agreement, requesting that the County reimburse those eligible Expenses. The DuPage County Board shall consider those individual funding requests in excess of \$225,000.00 as separate additional potential appropriations.
- 5.5 Township may submit requests monthly. The County shall use its best efforts to pay any approved requests for reimbursement within 15 days of approval of the requests for reimbursement by the DuPage County Board.



## **6.0 Cooperation**

- 6.1** The County shall assist Township 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, and by notifying Township as set forth in section 4.3.
- 6.2** Township agrees to abide by the terms of the CARES ACT and all United States Department of Treasury guidelines.
- 6.3** Township 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.

## **7.0 Records**

- 7.1** Township shall maintain all records relating to the expenses which Township 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, DuPage County, the DuPage County Finance Department, Third-Party Administrator or the DuPage County Auditor, may request that the Township provide records relating to the expenses which Township seeks to have reimbursed. Township agrees to provide records 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 Township 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 Township 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 and actually recoups from the County.

Additionally, Township agrees to indemnify the County or make the County whole for any penalty assessed against and collected from the County based upon Township's failure to retain or provide records provided, however, that Township shall have no obligation to indemnify for any penalty which arises out of any act or omission of the County or its agents or consultants.

**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.

**8.3** Township's failure to include a request reimbursement for an expense or to submit adequate documentation in support of a request for reimbursement in an application for reimbursement shall not prohibit Township from requesting reimbursement or submitting additional documentation for that expense or item of reimbursement in a later application for reimbursement. Nothing in this provision shall be held to permit Township to submit or revise requests for reimbursement after the period in which CARES Act Funds may be spent.

**9.0 Indemnity.**

**9.1** The Parties agree that where the County relied upon the certification of the Township that such expenses which Township 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, Township agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies actually recoups or collects, either by litigation, or by withholding other federal funds owed to the County. Township further agrees to indemnify,

reimburse, or make whole the County for any penalties associated with the federal government actually recouping the expended CARES ACT funds which the County disbursed to Township including interest, attorneys fees or any penalty provided by law provided, however, that Township shall have no obligation to indemnify for any penalty which arises out of any act or omission of the County or its agents or consultants.

9.2 Township agrees to hold County harmless for any evaluation or advice which the County provided to Township 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 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 Township's indemnification of the County shall survive the termination of this Agreement.

**11.0 Amendment**

11.1 Amendments to this Agreement may be performed with the written consent of the DuPage County Board and Township governing board.

**12.0 Notices and duplicate copies.**

12.1 Written notices required pursuant to this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested or electronic mail:

DuPage County: Daniel J. Cronin,  
DuPage County Board Chairman  
421 N. County Farm Road  
Wheaton, IL 60187

With a copy to: DuPage County State's Attorney's Office  
ATTN: ASA CONOR MCCARTHY  
503 N. County Farm Road  
Wheaton, IL 60187

Township: Lisle Township

With Copies to: [ADDITIONAL RECIPIENT]


12.2 The Parties agree that this agreement may be entered into using identical counterparts, each of which when executed and delivered to the other party shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Upon ratification by the governing board of the respective parties, the parties shall each transmit the signed counterparts of this agreement to the other using the recipients listed above in Section 12.1 of this Agreement. This agreement shall go into effect immediately upon the ratification of the last party to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

COUNTY OF DUPAGE:

LISLE TOWNSHIP:

\_\_\_\_\_  
Daniel J. Cronin  
DuPage County Board Chairman

  
\_\_\_\_\_  
[Name] Mary Jo Mullen  
Supervisor,  
Lisle Township

Attest: \_\_\_\_\_  
Jean Kaczmarek  
DuPage County Clerk

Attest: Robert J. Klaeren II  
Township Clerk Name  
Township Clerk

Date: \_\_\_\_\_

Date: 02/12/2021

Signature: Robert J. Klaeren II  
Robert J. Klaeren II (Feb 12, 2021 12:17 CST)

Email: rklaeren@lisletownship.com






# Townships IGA - Lisle - Revised -signed

Final Audit Report

2021-02-12

Created:	2021-02-12
By:	Mary Jo Mullen (mmullen@advantagestrat.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEXaiu7q1GdeKp6b_TUshuJrUQmQJGkxj

## "Townships IGA - Lisle - Revised -signed" History

-  Document created by Mary Jo Mullen (mmullen@advantagestrat.com)  
2021-02-12 - 4:44:17 PM GMT- IP address: 24.13.248.204
-  Document emailed to Robert J. Klaeren II (rklaeren@lisle-township.com) for signature  
2021-02-12 - 4:45:09 PM GMT
-  Email viewed by Robert J. Klaeren II (rklaeren@lisle-township.com)  
2021-02-12 - 6:15:40 PM GMT- IP address: 70.89.216.78
-  Document e-signed by Robert J. Klaeren II (rklaeren@lisle-township.com)  
Signature Date: 2021-02-12 - 6:17:40 PM GMT - Time Source: server- IP address: 70.89.216.78
-  Agreement completed.  
2021-02-12 - 6:17:40 PM GMT