

**INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN DUPAGE COUNTY  
LOCAL GOVERNMENT COVID-19 REIMBURSEMENT PROGRAM.**

THIS AGREEMENT is made and entered into on this 11th day of August, 2020 by and between the County of DuPage, a body politic and corporate, hereinafter referred to as "COUNTY" and the Fox River Fire Protection District, a Fire Protection District existing pursuant to the Fire Protection District Act (70 ILCS 705/0.01), hereinafter referred to as "DISTRICT", 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 Fire Protection Districts, 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 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 fire protection districts 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 fire protection districts 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 fire protection districts within DuPage County, and their residents, have suffered secondary effects of the coronavirus emergency, 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 District related to the coronavirus emergency; and

WHEREAS, the disbursement of funds under the CARES Act to the District is in the best interests of the County, the District 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 and services 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 December 30, 2020. Examples of "Tangible Goods" 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. "Services" as used in this definition means actions or intangible things which were performed by individuals who are not District employees. Further, "Expenses" shall include payroll costs for District 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 District with regards to the proposed reimbursement of District 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 by 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 District, 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.

## **3.0 Obligations of the District**

**3.1 Generally.** In order to submit requests for reimbursement of coronavirus emergency related expenditures, District agrees to submit the forms, certifications and documentations set forth in this IGA for any expense for which District seeks reimbursement under this Agreement.

District agrees that the sole and exclusive decision as to whether or not District'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. District 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 District seeks reimbursement shall be submitted in a manner and on forms created by the Third-Party Administrator hired by the County to process reimbursement requests. County and Third-Party Administrator shall work collaboratively with District to ensure that the forms and process properly balance administrative convenience to the Parties and provide sufficient information for the County Board to issue a reimbursement.

**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 Chief, certifies that the expenses for which District 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 District, as of March 27, 2020, (iii) were incurred during the period between March 1, 2020 and December 30, 2020. By entering into the IGA, District authorizes its Chief to sign such certification on behalf of District.

**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.

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

5.1 District 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. District 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 District 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 District 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 District shall not be entitled to reimbursement of expenses for which it has received reimbursement from another County, State, or federal program designed to

reimburse local government for costs associated with the coronavirus emergency or other emergencies. If District receives reimbursement from any program referenced above, District shall refund any duplicate reimbursement to the County.

**5.3** Under this program, District shall receive, in aggregate, no more than the amount as set forth in Schedule 1 attached to this Agreement. This section shall not bar future additional expenditures by County for specific Districts which may be disproportionately impacted by COVID-19 and which, in the County's sole opinion, require additional resources to respond to the COVID-19 public health emergency.

**5.4** Where District is located, in part, in DuPage County and in part, in other Counties, District should pro-rate their requested expense reimbursements based upon the population of their residents which reside within DuPage County. For Example, if District has sixty percent (60%) of its population in DuPage County, a District may seek reimbursement for sixty percent (60%) of the total cost of the expense eligible for reimbursement. District shall not pro-rate expenses which were used only to the benefit of DuPage County residents.

#### **6.0 Cooperation**

**6.1** The County shall assist 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** District agrees to abide by the terms of the CARES Act and all United States Department of Treasury guidelines.

**6.3** 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.

#### **7.0 Records**

**7.1** District shall maintain all records relating to the expenses which 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, DuPage County, Third-Party Administrator, the DuPage County Finance Department, or the DuPage County Auditor, may request that the District provide records relating to the expenses which District seeks to have reimbursed. District 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 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 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. Additionally, District agrees to indemnify the County or make the County whole for any penalty assessed against the County based upon 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 relied upon the certification of the District that such expenses which 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, 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. 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 District including interest, or any penalty provided by law.

9.2 District agrees to hold County harmless for any evaluation or advice which the County provided to 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 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 District'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 District 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

District: Fox River Fire Protection District

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.

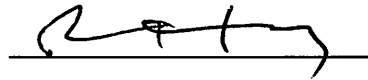
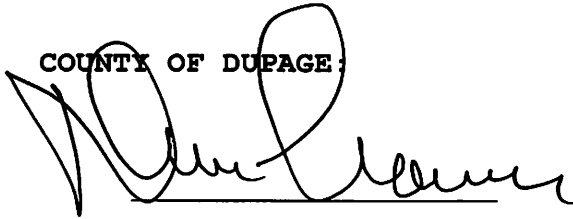
[Signature Page to Follow]

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

COUNTY OF DUPAGE:

Fox River Fire Protection District:



Daniel J. Cronin

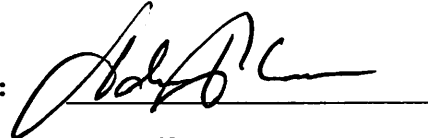
[Name]

DuPage County Board Chairman President, [District]

Attest:



Attest:



Jean Kaczmarek

Secretary Name

DuPage County Clerk

District Secretary

Date:

8/11/20

Date:

9-3-20

Resolution

FI-R-0445-20

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DUPAGE AND  
VARIOUS FIRE PROTECTION DISTRICTS  
FOR THE REIMBURSEMENT OF ELIGIBLE COVID-19 EXPENSES

WHEREAS, the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/ et. seq) authorize units of local government, including counties and fire protection districts, 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 Board of DuPage County (the County) 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 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 fire protection districts related to the Coronavirus emergency; and

WHEREAS, the County of DuPage believes it is necessary to enter into an Agreement with the following fire protection districts to govern the reimbursement of COVID-19 related expenses; and

WHEREAS, the County of DuPage seeks to enter into agreements with: Addison Fire Protection District; Bartlett Fire Protection District; Bensenville Fire Protection District; Bloomingdale Fire Protection District; Carol Stream Fire Protection District; Darien-Woodridge Fire Protection District; Fox River Fire Protection District; Glenside Fire Protection District; Itasca Fire Protection District; Lemont Fire Protection District; Lisle-Woodridge Fire Protection District; Oakbrook Terrace Fire Protection District; Pleasantview Fire Protection District; Tri-State Fire Protection District; Warrenville Fire Protection District; West Chicago Fire Protection District; Winfield Fire Protection District; Wood Dale Fire Protection District; York Center Fire Protection District; and

WHEREAS, an Agreement has been prepared and attached hereto which outlines the financial arrangement between the County and the Districts and the process by which Districts may apply for reimbursement.

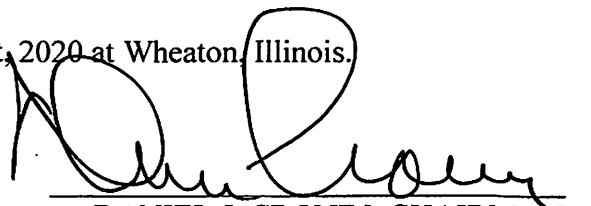
NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County that the Clerk and Chairman of the Board be hereby directed and authorized to execute the referenced Agreement with the above referenced Districts; and

Resolution

FI-R-0445-20

BE IT FURTHER RESOLVED, that the DuPage County Clerk be directed to provide copies of this Resolution to the Districts listed above.

Enacted and approved this 11th day of August, 2020 at Wheaton, Illinois.

  
\_\_\_\_\_  
DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD

Attest:   
\_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

AYES 15  
NAYS 0  
ABSENT 3