INTERGOVERNMENTAL AGREEMENT

COVID19 RELIEF FUND

THIS AGREEMENT made this _____ day of _____, 2020**,** by and between the **County of Lake** (hereinafter referred to as "**COUNTY**") and _____ (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 MUNCIPALITY 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:
(name/title/email address)

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

COUNTY OF LAKE	**(TAXING DISTRICT)**
_____	_____
County Administrator, Lake County	Authorized Signature
	_____
	Printed Name
	_____
	Title
ATTEST:	ATTEST:
_____	_____
Lake County Clerk	Clerk