

**WHEATON PARK DISTRICT  
RESOLUTION NO. 2022-05**

**A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE COUNTY OF DUPAGE LOCAL AMERICAN  
RESCUE PLAN ACT PROGRAM**

WHEREAS, the American Rescue Plan Act of 2021 ("ARPA"; P.L. 117-2) was signed into law by the United States Government on March 11, 2021 to provide COVID-19 relief and economic stimulus; and

WHEREAS, the County of DuPage ("County") received One Hundred Seventy-Nine Million, Two Hundred Sixty-Six Thousand, Five Hundred Eighty-Five and 00/100 Dollars (\$179,266,585.00) from the United States Department of the Treasury pursuant to the American Rescue Plan Act; and

WHEREAS, the United States Department of the Treasury released the Final Rule on January 6, 2022 to provide guidance on the use of ARPA funding; and

WHEREAS, the County created the Local American Rescue Plan Act ("LARPA") Program for Park Districts, Fire Protection Districts and Townships that did not receive direct allocations of funds from the federal government pursuant to ARPA to support the categories of: (i) Payroll; (ii) Non-payroll; (iii) Capital; and (iv) Program expenses, in accordance with ARPA rules and regulations; and

WHEREAS, this intergovernmental agreement is intended to promote the most efficient distribution of resources which have been made available to the County of DuPage and the Wheaton Park District ("Park District") to benefit the citizens of DuPage County ("LARPA IGA"), and to provide a process to: (i) reimburse eligible payroll expenses; (ii) reimburse eligible non-payroll expenses; (iii) provide funding for eligible capital improvements; and (iv) provide funding for eligible programs.

WHEREAS, the disbursement of funds under the LARPA Program to the Park District is in the best interests of the County, the Park District, and their respective residents; and

WHEREAS, the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/ et. seq) authorize units of local government, including counties and Park 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 Park District's Board of Park Commissioners ("Park Board") has determined that it is in the best interests of the Park District and its residents to enter into the LARPA IGA, subject to the terms and conditions set forth therein and presented to the Park Board at this meeting.

**NOW THEREFORE, IT IS HEREBY RESOLVED** by the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, as follows:

1. The foregoing recitals to this Resolution are hereby determined to be true and correct and are hereby incorporated in and made part of this Resolution.

2. The form, terms and provisions of the proposed LARPA IGA presented to the Park Board at this meeting are hereby in all respects approved, and the President and Secretary of the Park Board are hereby authorized and directed to execute the LARPA IGA in the name and on behalf of the Park District, substantially in the form as presented to this Park Board, with such modifications thereto, if any, as the President of the Park Board in consultation with the Park District's legal counsel shall approve, which approval shall be conclusively evidenced by his or her execution thereof.

3. The President and Secretary of the Park Board, the Park District's Executive Director and the Park District's attorneys are hereby authorized, empowered and directed to take all action and execute any and all documents necessary or appropriate in order to carry out the intent and effectuate the provisions and purposes of this Resolution and the LARPA IGA.

4. This Resolution shall be in full force and effect from and after its adoption as provided by law.


Adopted this 27<sup>th</sup> day of July, 2022 by roll call vote as follows:

AYES: Kelly, Mee, Morrill, Techerich, Vines, Frey

NAYS: Ø

ABSENT: Barrett

ABSTAIN: Ø

  
\_\_\_\_\_  
President  
Board of Park Commissioners  
Wheaton Park District

ATTEST:

  
\_\_\_\_\_  
Secretary  
Board of Park Commissioners  
Wheaton Park District

STATE OF ILLINOIS     )  
  )  
COUNTY OF DUPAGE    )

**SECRETARY'S CERTIFICATE**

I, Michael J. Benard, do hereby certify that I am the Secretary of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois and as such, I am keeper of the records, ordinances, files and seal of said Park District; and

I HERBY CERTIFY that the foregoing instrument is a true and correct copy of:

**A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE COUNTY OF DUPAGE LOCAL AMERICAN RESCUE PLAN ACT PROGRAM**

adopted at a duly called regular Meeting of the Board of Park Commissioners of the Wheaton Park District held at the City of Wheaton City Council Chambers, 303 W. Wesley Street, Wheaton, Illinois at 7:00 p.m. on the 27<sup>th</sup> day of July, 2022.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted as required by the Open Meetings Act and that said meeting was otherwise called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereto affix my official signature and the seal of said Wheaton Park District in Wheaton, Illinois, this 27<sup>th</sup> day of July, 2022.



Michael J. Benard  
Secretary

[SEAL]

**EXHIBIT A**

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND  
WHEATON PARK DISTRICT FOR PARTICIPATION IN THE LOCAL AMERICAN  
RESCUE PLAN ACT ("LARPA") PROGRAM

WHEREAS, on June 14, 2022, the DuPage County Board passed a resolution (FI-R-0241-22) appropriating a total of \$1,874,485 to be disbursed to various park districts in amounts not to exceed, in total or by category, those listed in Exhibit B; and

WHEREAS, said resolution authorizes the DuPage County Board Chairman to execute an agreement substantially similar in form to this Agreement; and

WHEREAS, the County of DuPage ("County") is a body corporate and politic; and

WHEREAS, the Wheaton Park District ("District") is a park district created pursuant to the Park District Code (70 ILCS 1205/1, et seq.); and

WHEREAS, the County and District are hereafter sometimes referred to individually as the "Party" and collectively known herein as the "Parties"; and

WHEREAS, the County has created the Local American Rescue Plan Act ("LARPA") Program designed to assist local governmental units such as park districts, fire protection districts, and townships which did not receive direct allocations of funds from the federal government pursuant to ARPA; and

WHEREAS, the LARPA Program establishes eligible expenses categorized as follows:(1) Payroll, (2) Non-payroll, (3) Capital, and (4) Programs.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

**I. General Provisions**

- 1.1 **Purpose of the Agreement.** The Purpose of this agreement is to provide a process to: (1) reimburse eligible payroll expenses; (2) reimburse eligible non-payroll expenses; (3) provide funding for eligible capital improvements; and (4) provide funding for eligible programs.
- 1.2 **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be disbursed as

the submittal requirements set forth in this Agreement are met by the District.

- 1.3 **Limitations on Use of Funds.** Funds may not be used for purposes other than those which were submitted to the County's LARPA Portal. Furthermore, use of funds must be in compliance with ARPA rules and regulations.
- 1.4 **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
- 1.5 **Total Appropriation.** The County has appropriated a total of \$1,874,485. The County shall not disburse monies in excess of \$1,874,485.
- 1.6 **Term.** This Agreement shall remain in effect through December 31, 2024.
- 1.7 **Termination, Breach.** This Agreement may be terminated upon thirty (30) days' notice to the other Party. All terms of this Agreement shall be considered material terms and therefore all breaches shall be deemed material breaches. In the event of a breach of this Agreement by any Party, the non-breaching Party shall provide the breaching Party with written notice of the breach and shall provide a period of not less than thirty (30) days to cure said breach.
- 1.8 **Failure to Cure, Liquidated Damages, Indemnification.** The County and the District agree that if the District fails to perform its duties under this Agreement, the District's failure to perform such duties will damage the County, but due to their nature, the amount of such damages are difficult to ascertain. Accordingly, a breach of this Agreement by the District shall require a payment of liquidated damages to the County in the total amount of the appropriated funds under this Agreement. These liquidated damages are not intended to be a penalty and are solely intended to compensate the County for damages. Further, in the event that the United States Department of Treasury or any other entity authorized by law, audits the County's disbursement of ARPA funds and determines that the funds disbursed to the District were used for purposes other than those permitted under ARPA, the District agrees to indemnify the County and hold the County harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, related to the disbursement of ARPA funds to the District. The District expressly agrees to reimburse the County for the cost of any penalty, fine, or judgment should the United States Federal Government

penalize the County for any improper disbursement of ARPA funds under this Agreement.

- 1.9 **Venue, Applicable Law.** The exclusive venue for disputes arising from this Agreement shall be the 18<sup>th</sup> Judicial Circuit Court, sitting in Wheaton, Illinois. This Agreement shall be governed by the laws of the State of Illinois.

## **II. Payroll Requests**

- 2.1 **Eligibility.** By submitting Payroll expenses through the LARPA portal and seeking reimbursement of those expenses from the County, the District warrants and avers that the requested payroll amounts reflect the proper number of hours worked and already paid by the District to individual employees and those hours were spent responding to or mitigating the COVID-19 Pandemic.
- 2.2 **Submittal.** The County must be able to verify the eligibility of Payroll expense submissions based on necessary documents. Necessary documents include, but are not limited to, timesheets, timekeeping reports, call logs, attestations from supervisors, regular work product, or correspondence demonstrating work on the COVID-19 response. The County will notify the District of any additional documents which the County requires.
- 2.3 **Payment.** Final payment is contingent upon: (1) compliance with LARPA and ARPA rules and regulations; (2) follow-up responses to all County inquiries; (3) Accounts Payable review by Finance Staff and County Audit Staff; and (4) completion of the fully executed Agreement. Payments for eligible expenses authorized under this Agreement shall be made within thirty (30) days of receipt of the fully executed copy of this Agreement.
- 2.4 **Applicability.** If the District has not been allocated Payroll funds as shown in Exhibit B, Section II of this Agreement shall not apply.

## **III. Non-Payroll Requests**

- 3.1 **Eligibility.** By submitting Non-payroll expenses through the LARPA portal and seeking reimbursement of those expenses from the County, the District warrants and avers that the representations made as to the purpose, application and use of the materials and equipment was accurately represented to the County and the equipment or materials were used to mitigate or respond to the COVID-19 pandemic.

- 3.2 **Submittal.** The County must be able to verify the eligibility of Non-payroll expense submissions based on necessary documents. Necessary documents include, but are not limited to: invoices, check stubs, bank statements, and explanations of why the submitted invoices are eligible LARPA expenses. The County will notify the District of any additional documents which the County requires.
- 3.3 **Payment.** Final payment is contingent upon: (1) compliance with LARPA and ARPA rules and regulations; (2) follow-up responses to all County inquiries; (3) Accounts Payable review by Finance Staff and County Audit Staff; and (4) completion of the fully executed Agreement. Payments for eligible expenses authorized under this Agreement shall be made within thirty (30) days of receipt of the fully executed copy of this Agreement.
- 3.4 **Applicability.** If the District has not been allocated Non-payroll funds as shown in Exhibit B, Section III of this Agreement shall not apply.

#### **IV. Capital Requests**

- 4.1 **Eligibility.** By submitting its Capital project funding requests through the LARPA portal, the District warrants and avers that the representations made as to the purpose, application and use of the funds is accurately represented to the County and in compliance with the LARPA and ARPA programs.
- 4.2 **Reporting.** Effective September 1, 2022 the District shall submit monthly reports using the LARPA on-line portal. Said reports shall include monthly expenditures, cumulative expenditures and supporting documentation or invoices verifying this information. In addition, the District shall submit monthly performance measures using the LARPA on-line portal. Said performance measures shall be agreed upon and negotiated in good faith by the Parties prior to the execution of this Agreement.
- 4.3 **Inspection.** Upon notification that the portion of the project which utilized ARPA funds is substantially complete, the District shall notify the County, who shall inspect the project to ensure the work was completed and the work performed is within the scope of the application submitted by the District.
- 4.4 **Payment.** Final payment is contingent upon: (1) compliance with LARPA and ARPA rules and regulations; (2) follow-up

responses to all County inquiries; (3) Accounts Payable review by Finance Staff and County Audit Staff; and (4) completion of the fully executed Agreement. Payments for eligible expenses authorized under this Agreement shall be made within thirty (30) days of receipt of the fully executed copy of this Agreement.

4.5 **Applicability.** If the District has not been allocated Capital funds as shown in Exhibit B, Section IV of this Agreement shall not apply.

4.6 **Clawback.** Should the District fail to use all of the funds distributed prior to the termination of this Agreement, and any amendments thereto, the District shall return all unused funds to the County of DuPage.

#### V. Programmatic Requests

5.1 **Eligibility.** By submitting its programmatic funding requests through the LARPA portal, the District warrants and avers that the representations made as to the purpose, application and use of the funds is accurately represented to the County and in compliance with the LARPA and ARPA programs.

5.2 **Submittal.** Effective September 1, 2022 the District shall submit monthly reports using the LARPA on-line portal. Said reports shall include monthly expenditures, cumulative expenditures and supporting documentation or invoices verifying this information. In addition, the District shall submit monthly performance measures using the LARPA on-line portal. Said performance measures shall be agreed upon and negotiated in good faith by the Parties prior to the execution of this Agreement.

5.3 **Payment.** Final payment is contingent upon: (1) compliance with LARPA and ARPA rules and regulations; (2) follow-up responses to all County inquiries; (3) Accounts Payable review by Finance Staff and County Audit Staff; and (4) completion of the fully executed Agreement. Payments for eligible expenses authorized under this Agreement shall be made within thirty (30) days of receipt of the fully executed copy of this Agreement.

5.4 **Applicability.** If the District has not been allocated Programmatic funds as shown in Exhibit B, Section V of this Agreement shall not apply.

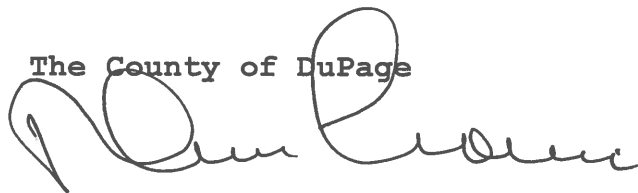
5.5 **Clawback.** Should the District fail to use all of the funds distributed prior to the termination of this Agreement,



and any amendments thereto, the District shall return all unused funds to the County of DuPage.

THUS, in witness thereof, the parties have executed this agreement on the date first written below.

**The County of DuPage**

By: 

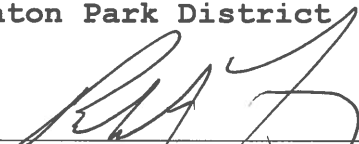
Print Name: Daniel J Cronin

Title: County Board Chairman

Date: June 14, 2022

Attest: 

**Wheaton Park District**

By: 

Print Name: Bob Frey

Title: President

Date: July 27, 2022