

TO: Mayor and City Council

FROM: Peggy Colby, Finance Director

DATE: October 9, 2020

RE: Resolution 20-116-R A resolution authorizing the Mayor and City Administrator to execute an intergovernmental agreement authorizing participation in the Kane County Coronavirus Relief Fund Covid-19 reimbursement program and authorizing the City Finance Director to sign and submit documentation in support of cares act funding

We have received the intergovernmental agreement from Kane County that the City must enter into prior to receiving funds from Kane County from the Cares Act Funding. We have just received the agreement this afternoon and need to review it before the discussion on Tuesday's COW meeting. It is unlikely that Kane County will be receptive to any changes in the agreement. In glancing over it, there does not appear to be any changes needed. In addition, the County requires that we pass a resolution authorizing the signing of the agreement and authorizing myself to sign and submit documents.

This will be on the Agenda October 13, 2020 COW and the City Council Agenda October 19,2020. Please call for passage of Resolution 20-116-R A resolution authorizing the Mayor and City Administrator to execute an intergovernmental agreement authorizing participation in the Kane County Coronavirus Relief Fund Covid-19 reimbursement program and authorizing the City Finance Director to sign and submit documentation in support of cares act funding

Cc: City Administrator
File

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 20-116-R**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL
AGREEMENT AUTHORIZING PARTICIPATION IN THE KANE
COUNTY CORONAVIRUS RELIEF FUND COVID-19
REIMBURSEMENT PROGRAM AND AUTHORIZING THE CITY
FINANCE DIRECTOR TO SIGN AND SUBMIT DOCUMENTATION
IN SUPPORT OF CARES ACT FUNDING**

WHEREAS, the City of Batavia is a Home Rule Unit as provided in the 1970 Illinois Constitution, Article VII, Section 6(a) and this Resolution is an exercise of its powers and performance of the functions pertaining to its government and affairs; and

WHEREAS, the Illinois Constitution and the Intergovernmental Cooperation Act 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, the County of Kane (County) received approximately ninety-two million nine hundred thousand dollars (\$92,900,000) 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 City of Batavia has been impacted by the Coronavirus pandemic and has incurred significant unanticipated and unbudgeted expense to respond to and mitigate the impacts of the pandemic; and

WHEREAS, many employees of the City, including but not limited to, public safety employees, expended considerable effort and devoted substantial amounts of their work time responding to and mitigating the impacts of the COVID-19 pandemic, resulting in lost productivity to the City and the inability for those employees to perform their normal duties and the duties anticipated in and budgeted for the fiscal year 2020; and

WHEREAS, the City of Batavia has been impacted by the Coronavirus pandemic and has incurred significant unanticipated and unbudgeted expense to respond to and mitigate the impacts of the pandemic; and

WHEREAS, many of the City's expenses to respond to and mitigate the impacts of the coronavirus (COVID-19) pandemic are eligible for reimbursement under the dictates and conditions of the CARES Act; and

WHEREAS, much uncertainty remains regarding future costs the County and local municipalities 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, the County of Kane has established the Kane County Coronavirus Relief Fund (*the Program*) through the Kane County State's Attorney Office and will require the execution and filing of various documents, including an Intergovernmental Agreement (*the IGA- Exhibit A*), between the County and the City of Batavia to govern the administration and application of the Program; and

WHEREAS, the disbursement of funds under the CARES Act to the City is in the best interests of the County of Kane, the City of Batavia, and their residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Batavia, Kane and DuPage Counties, Illinois, that Mayor, Jeffery D. Schielke and City Administrator, Laura Newman are hereby authorized to execute the necessary documents, including but not limited to an Intergovernmental Agreement, between the County and the City for participation in The Kane County Coronavirus Relief Fund (*the Program*), and further authorizes City Finance Director Peggy Colby to sign and submit documents on behalf of the City and to take other such action as may be necessary to apply for reimbursement of eligible costs and to comply with documentation and administration requirements of the *Program* as required.

CITY OF BATAVIA, ILLINOIS, RESOLUTION 20-116-R

BE IT FURTHER RESOLVED, that any changes to the above-stated project description must be approved by the City of Batavia.

PRESENTED to the City Council of the City of Batavia, Illinois, this 19th day of October 2020.

PASSED by the City Council of the City of Batavia, Illinois, this 19th day of October 2020.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 19th day of October 2020.

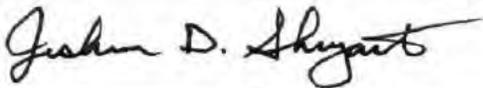
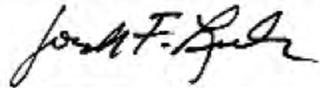
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Baerren				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Malay					Knopp				
5	Uher					Beck				
6	Cerone					Russotto				
7	McFadden					Miller				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Ellen Posledni, City Clerk

Municipal Application

Project Information	
Recipient Name:	City of Batavia
Address:	100 N. Island Ave. Batavia, IL 60510
Contact Name:	Peggy Colby
Email:	pcolby@cityofbatavia.net
CRF Allocation	\$1,554,979.00
Total Amount Submitted in Application:	\$4,448,808.27
<ul style="list-style-type: none"> • Firefighter and Police Officer salary and benefits 	\$4,448,808.27
Less Ineligible Expenses:	N/A
Net Amount Eligible (lesser of CRF allocation or potentially eligible expenses submitted):	\$1,554,979.00
Explanation of amount recommended as eligible (pending documentation)	
Salaries and benefits of employees deemed as substantially dedicated to mitigating or responding to the COVID-19 public health emergency exceed that of the CRF Allocation.	
Explanation of ineligible expenses	
N/A	
	9/23/20
KEB Authorized Representative Signature (above)	Date (above)
Printed Name: Joshua D. Shugart	
Printed Title: Partner	
	9/26/2020
Kane County State's Attorney Office Authorized Representative Signature (above)	Date (above)
Printed Name: Joseph F. Lulves	
Printed Title: Assistant State's Attorney	

**INTERGOVERNMENTAL RECIPIENT AGREEMENT FOR
CORONAVIRUS RELIEF FUNDS**

Between COUNTY OF KANE, ILLINOIS and City of Batavia (Recipient)

THIS AGREEMENT entered this _____ day of October, 2020, by and between the County of Kane, Illinois, a body politic and corporate of the State of Illinois, (herein called “Kane County”), and City of Batavia (herein called “Recipient”) governs disbursement of Coronavirus Relief Funds by Kane County to Recipient. Kane County and Recipient shall sometimes be referred to herein individually as the “Party” and collectively as the “Parties.”

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”); and

WHEREAS, the CARES Act established the Coronavirus Relief Fund (“CRF”), which provides aid to certain eligible local governments to address necessary expenditures due to the COVID-19 Public Health Emergency; and

WHEREAS, Kane County qualified as an eligible local government and received CRF funding from the U.S Department of Treasury as it is a unit of local government with an excess of 500,000 residents; and

WHEREAS, federal guidance issued by the U.S. Department of Treasury indicates that a unit of local government may transfer a portion of its CRF funding to a smaller unit of local government provided that such transfer qualifies as a “necessary expenditure” to the Public Health Emergency and meets the criteria of Section 601 (d) of the Social Security Act as added by Section 5001 of the CARES Act; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and other applicable law permit and encourage units of local government to cooperate with and support each other in the exercise of their authority and the performance of their responsibilities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes units of local government to combine, transfer or jointly exercise any power, privilege, function, or authority which either of them may exercise, and to enter into agreements for the performance of governmental services, activities, or undertakings, and

WHEREAS, Kane County acknowledges that there are local municipalities and other entities within Kane County that did not directly receive a portion of CRF and Kane County, through the spirit of intergovernmental cooperation, desires to provide a portion of its CRF funding to aid such local municipalities and other entities in addressing the impacts of the COVID-19 Public Health Emergency; and

WHEREAS, much uncertainty remains regarding future costs the County and local municipalities 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 Kane to benefit the citizens of Kane County, and

WHEREAS, Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act requires that units of local government use the funds received to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the 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 state or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, in order to reimburse Recipient for funds to pay necessary expenditures which it has incurred due to the COVID-19 public health emergency, the Parties have agreed that Kane County, in its sole and absolute discretion, may reimburse Recipient for eligible expenses as provided herein.

NOW, THEREFORE, the Parties mutually agree as follows:

I. AGREEMENT TERM & SURVIVAL OF TERMS

- A. This Agreement shall become effective on the date of execution, and end on December 30, 2020 (the “Initial Term”). With regard to all dates and time periods set forth, or referred to, in this Agreement, time is of the essence, and Recipient acknowledges it shall comply with its obligations within the required timeframe.
- B. This Agreement may be extended beyond the Initial Term only upon the written approval of both Parties; provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.
- C. Kane County, in its sole and absolute discretion, may terminate this Agreement at any time.
- D. Those terms relating to the parties’ obligations to maintain records and provide records, the Recipient’s indemnification of Kane County, representations and warrants of the Recipient as to Kane County population count, and all other representations and warrants of the Recipient shall survive the termination of this Agreement, including, but not limited to surviving the time period for conducting any audit(s) or any time periods for concluding other residual responsibilities of Kane County or the Recipient.

II. ACTIVITIES & ELIGIBLE EXPENSES

A. Activities

Recipient shall be responsible for administering all COVID-19 response activities in a manner satisfactory to Kane County and consistent with any standards required as a condition of providing these funds. Allowable activities must be directly tied to response and recovery efforts related to COVID-19 and must be allowable pursuant to the CRF requirements.

B. Eligible Expenses

Kane County, in its sole and absolute discretion, may reimburse and/or provide funding to Recipient for “Eligible Expenses” as described on Attachment A of this Agreement. Notwithstanding anything herein to the contrary, “Eligible Expenses” shall not include lost revenue. Failure of Recipient to comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.

III. NOTICES

A. Legal Notices

Legal notices to Kane County as required by this Agreement shall be delivered in writing, and addressed to Kane County as set forth below. Legal notices to Recipient as required by this Agreement shall be in writing, and addressed to Recipient as set forth below. All such legal notices shall also be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested.

KANE COUNTY STATE'S ATTORNEY'S OFFICE
ATTN: CIVIL DIVISION
RE: CRF ALLOCATION LEGAL NOTICES
100 S. THIRD STREET, 4th FLOOR
GENEVA, IL 60134

Recipient Information for Legal Notices:

Name of Recipient: _____

Address: _____

B. Communications and Notices, Other than Legal Notices

Other than legal notices, all other communications and notices may be sent between the parties via email or U.S. Mail, as addressed below:

Kane County Coronavirus Relief Fund Program Manager
Attn: Faviola Guzman
100 S. Third Street, 4th Floor
Geneva, IL 60134
crf@co.kane.il.us

Recipient Information for Notices, other than Legal Notices, and all other Communications:

Name of Recipient: _____

Address: _____

Email: _____

IV. TERMS & CONDITIONS

The following requirements are applicable to all activities undertaken with CRF funds. The County, by and through departments or Third-Party Consultant hired by the State's Attorney's Office, shall process requests for reimbursement received subject to the requirements set forth herein.

A. Compliance with State and Local Requirements

Recipient acknowledges that this Agreement requires compliance with the regulations of the State of Illinois and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

B. Compliance with Federal Requirements

Recipient acknowledges that Eligible Expenses reimbursed by Kane County to Recipient are not considered to be grants but are "other financial assistance" under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Recipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Recipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Agreement, the Recipient shall comply with all applicable federal laws and regulations, including, but not limited to, the following:

- Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- Recipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Recipient spends \$750,000 or more in federal awards during their fiscal year.
- Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Recipient monitoring and management.
- Fund payments are subject to Subpart F regarding audit requirements.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

C. Hold Harmless

Recipient shall hold harmless, release, and defend Kane County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement. Recipient agrees to hold Kane County harmless for any evaluation and/or advice which Kane County provided in its application and review process as to whether requested reimbursement(s) are/were permissible uses of CRF.

D. Indemnification

Recipient shall indemnify Kane County, its officers, agents, employees, and the federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Recipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by Kane County. It is

the intent of the Parties to this Agreement to provide the broadest possible indemnification for Kane County. This indemnification shall include, but is not limited to, instances where Kane County relied upon the certification of the Recipient that such expenses which the Recipient sought to have reimbursed from CRF were eligible, and met all requirements for reimbursement, but where the Office of the Inspector General, or any other federal person, official, or agency which is charged with the auditing and review of expenditures of CRF determines that such expenses and/or reimbursement was not permitted under the CARES Act, the Recipient agrees to indemnify, reimburse, and make whole Kane County for any funds which the government of the United States or its agencies seeks to, or does, recoup or collect in any manner, through litigation, by withholding other federal funds owed to Kane County, or otherwise. The Recipient further agrees to indemnify, reimburse, or make whole Kane County for any penalties associated with the federal government seeking to recoup the expended CRF which the County disbursed to the Recipient, including interest, attorney's fees, or any penalty provided by law. Recipient shall reimburse Kane County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Recipient is obligated to indemnify, defend and hold harmless Kane County under this Agreement. Recipient shall also reimburse Kane County for all costs, expenses, and liabilities, including but not limited to, attorney's fees, and/or auditor/auditing fees, as a result of any challenge to the eligibility of reimbursements to Recipient by the federal government.

E. Misrepresentations & Noncompliance

Recipient hereby asserts, certifies and reaffirms that all representations and other information contained in Recipient's Kane County Unit of Government Application for Coronavirus Relief Funds (see Section V.J.(1)),, subsequent requests for reimbursement or any agreed-upon budget modifications are true, correct and complete, to the best of Recipient's knowledge. Recipient acknowledges that all such representations and information have been relied on by Kane County to provide the funding under this Agreement.

Recipient shall promptly notify Kane County, in writing, of the occurrence of any event or any material change in circumstances which would make any of Recipient representation(s) or information untrue or incorrect or otherwise impair Recipient's ability to fulfill Recipient's obligations under this Agreement.

F. Workers' Compensation

Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

G. Insurance

Recipient shall carry sufficient insurance coverage to protect any funds provided to Recipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Recipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

H. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. Kane County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties. The Parties otherwise contemplate that the terms of this Agreement shall incorporate any subsequent amendments to the CARES Act or regulations promulgated by the Treasury or other federal agency, without need for further written amendment to this Agreement and the Recipient agrees to adhere to any amendments to the CARES Act or related federal regulations.

I. Suspension or Termination

Kane County may suspend or terminate this Agreement if Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and federal awarding agency guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to Kane County reports that are incorrect or incomplete in any material respect.

J. Program Fraud & False or Fraudulent Statements or Related Acts

Recipient must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Recipient pertaining to any matter resulting from a contract.

K. Debarment / Suspension and Voluntary Exclusion

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

L. Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Kane County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

M. The County, by receiving and processing the reimbursement requests of Recipient, does not guarantee approval of the reimbursement requests by the Kane County Board or its authorized agents or committees, the United States Department of Treasury, or the Office of the Inspector General.

V. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Recipient agrees to comply with and agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all Eligible Expenses.

B. Duplication of Benefits; Subrogation

Recipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

If Recipient receives duplicate benefits from another source, Recipient must refund the benefits provided by Kane County to Kane County.

Recipient must execute and deliver a Duplication of Benefits and Subrogation Agreement (“Duplication of Benefits Certification”), in the form attached hereto as Attachment B. Recipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Recipient’s obligation to promptly notify Kane County of any disaster assistance received from any other source.

C. Documentation & Recordkeeping

As required by 2 C.F.R. 200.331(a)(5), Kane County, or any duly authorized representative of Kane County, shall have the right of access to any records, documents, financial statements, papers, or other records of Recipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to Recipient under this Agreement. The right of access also includes timely and reasonable access to Recipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, as set forth in paragraph D below, but lasts as long as the records are retained.

D. Record Retention

Recipient shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other Recipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of ten (10) years from the date of submission of the final expenditure report.

In circumstances where the reimbursement request has been granted and 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 the Recipient to provide records, for any reason, including but not limited to the prior destruction of records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that the Recipient 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, the Recipient agrees to indemnify, or make whole Kane County for any penalty assessed against the Kane County based upon the Recipient’s failure to retain or provide records.

E. Internal Controls

Recipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Recipient is managing the

award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission.

F. Personally Identifiable Information

Recipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Monitoring & Compliance

Kane County has the right to and shall evaluate the Recipient’s risk of noncompliance and monitor the activities of Recipient as necessary to ensure that the CRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of Recipient shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by Kane County to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Recipient by Kane County.

Kane County has the right to and shall verify that Recipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements. Kane County may take enforcement action against a noncompliant Recipient as described in 2 C.F.R. 200.338. Remedies for noncompliance of this part and in program regulations.

H. Close-Outs

Recipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. 200.343 and the procedures described below. Recipient's obligation to Kane County will not terminate until all close-out requirements are completed.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Recipient has control over funding provided under this Agreement.

I. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to Kane County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be resolved by Recipient within 30 days after notice of such deficiencies by the Recipient. Failure of Recipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

If Recipient expends \$750,000 or more in total federal awards (all programs) in a single year, Recipient must have a Single Audit or Program-Specific Audit pursuant to 2 C.F.R 200.501(a). Issues arising out of noncompliance identified in a Single or Program-Specific Coronavirus Relief Funds audit are to receive priority status of remediation or Kane County may require return of all funds to Kane County by Recipient.

J. Payment & Reporting Procedures

1. Payment Procedures

Kane County will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with the allocations and disbursement policies established by Kane County. Payments will be made for eligible expenses included in Budget Forms approved by Kane County already incurred since March 1, 2020 that were not included in the most recent approved budget as of March 27, 2020 *and* eligible expenses that will be incurred through December 30, 2020. Recipients must first complete a Kane County Unit of Government Application for Coronavirus Relief Funds. Once that Application is approved, the Recipient will submit requests for reimbursements of eligible expenses actually incurred by the Recipient. The County shall pay up the Recipient from funds received from the U.S. Department of Treasury and provided herein. Such funds shall be used for payment of expenses eligible under the CARES Act and specifically listed in the budgets attached hereto as Exhibit C.

Recipients should maintain a financial file with copies of back-up documentation for all paid eligible expenditures made by the Recipient during the eligible period. Documentation of expenditures will be reviewed and verified upon receipt by Kane County.

- a. Requests for reimbursement must be submitted through the on-line application processes, at www.countyofkane.org/Pages/CRF.aspx. Incomplete applications may result in a delay in a decision regarding of reimbursement requests.
- b. Upon receipt of the Applications, Kane County will confirm receipt of application by email.
- c. The received application will be reviewed and Recipient will receive a Notification Letter by email indicating denial and/or approval of the request within approximately 10 days.
- d. Notification Letters approving requested funds will contain detailed instructions regarding delivery of approved funds to Recipient. Receipt of approved funds will be contingent on a fully executed Intergovernmental and Recipient Agreement.
- e. The Recipient must get approval of and retain documentation for any required modifications to the original Kane County Unit of Government Application for Coronavirus Relief Funds and attached budget to account for any eligible expenditures that were not reflected in the original budget.

2. Reporting Procedures. Recipient will be required to tender to Kane County records addressing how the funding was used for eligible expenses. Such reporting may include documentation of invoices, submission of payroll logs, proof of contracts, etc. to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Recipient.

VI. Personnel & Participation Conditions

1. Hatch Act

Recipient must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

2. Conflict of Interest

The Recipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise

when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

VII. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Attachment A – Eligible Expenses
- Attachment B – Duplication of Benefits Certification
- Attachment C – Budget forms, to be appended upon approval by Kane County

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. WAIVER

Kane County's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Kane County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. CERTIFICATION

The Recipient hereby certifies that they have the authority and approval from its governing body to execute this Agreement and request reimbursement from Kane County from the allocation of the Coronavirus Relief Fund provided to Kane County for eligible expenditures. The Recipient further certifies the funds received for reimbursement from the Coronavirus Relief Funds were or will be used only to cover those costs that:

- a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
- c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Recipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure and that the Recipient has reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the Recipient or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to Kane County.

Recipient agrees that they will retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Recipient understands any funds provided pursuant to this agreement cannot be used as a revenue replacement for

lower than expected tax or other revenue collections and cannot be used for expenditures for which the Recipient has received any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for that same expense.

XI. SUBAWARD INFORMATION

The Federal Award associated with this Agreement is as follows:

CFDA Number:	21.019
Title:	Coronavirus Relief Fund
Federal Awarding Agency:	United States Treasury

The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Recipient's name (must match the name associated with its unique entity identifier): **City of Batavia**
- Recipient's unique entity identifier (DUNS): **010242543**
- Federal Award Identification Number (FAIN): **SLT0201**
- Federal Award Date: _____
- Subaward Period of Performance Start and End Date: July 1, 2020, through December 30, 2020.
- Total Amount of Federal Funds allocated to the Recipient: **\$1,554,979.00**
- Federal Award Program Description:

Kane County has received Coronavirus Relief Funds pursuant to the CARES Act, a portion of which it has chosen to allocate in the spirit of intergovernmental cooperation to units of local government. Units of local government may apply for County awarded Coronavirus Relief Funds pursuant to the following procedures and consistent with eligibility guidance. Available funds will be distributed to units of local government consistent with their respective allocations and based on the type of expenditure, the volume of requests, and the balance of funds available.

- Name of Federal Awarding Agency: Department of Treasury
- Name of pass-through entity: County of Kane, Illinois
- Contact Information for pass-through entity:

Kane County Coronavirus Relief Fund Program Manager

Attn: Faviola Guzman

100 S. Third Street, 4th Floor

Geneva, IL 60134

crf@co.kane.il.us

- Award is for Research & Development (R&D): No

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to Kane County’s allocation of CRF funding to Recipient. This Agreement is subject to availability of Federal assistance under the Coronavirus Relief Funds as authorized under the CARES Act. Kane County has no legal requirement to provide funding to any Recipient.

VI. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of Recipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer’s authority to execute the Agreement for and on behalf of the Recipient must be attached to the Agreement for review by Kane County. The following signatory on behalf of Kane County has been authorized to execute this Agreement by resolution of the Kane County Board or authorized committee thereof.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

Recipient: _____

Signed: _____

Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____

KANE COUNTY, ILLINOIS

Recipient: _____

Signed: _____

Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____

OFFICE OF THE KANE COUNTY STATE’S ATTORNEY

ATTACHMENT A – ELIGIBLE EXPENSES

Eligible expenses are subject to approval by Kane County and are contingent on their allowance under the respective funding sources. Eligible expenses are those incurred for response and recovery activities as a result of a declared emergency. Kane County will review all expenses submitted for reimbursement. Reimbursement shall only be made for eligible expenses that are directly tied to response and recovery activities related to COVID-19. Expenses must be allowable pursuant to the Federal agency award requirements. Expenses listed below are taken directly from the guidance of the U.S. Department of Treasury, as of nonexclusive.

Eligible Coronavirus Relief Fund (CRF) Expenses

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

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 State or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Eligible expenditures, which fit within the three CARES Act requirements outlined above, include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.

Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. [NOTE: Kane County will only approve payroll expenses for public safety, public health, health care, human services, or similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency, if those expenses were wholly unbudgeted OR if budgeted, were payroll expenses that were diverted for a substantially different use, i.e., payroll for those employees' whose work was diverted for substantially different functions due to the COVID-19 public health emergency. For administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, if unbudgeted, if budgeted – see above. For administrative convenience, public health and public safety employees are presumed to have been substantially dedicated to mitigating or responding to the COVID-19 public health emergency, if unbudgeted, if budgeted – see above.]

3. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
4. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria, excluding costs associated in conducting Coronavirus Relief Fund Single or Program-Specific audits.

ATTACHMENT B – DUPLICATION OF BENEFITS CERTIFICATION

In consideration of Recipient’s receipt of funds or the commitment of funds by Kane County, Recipient hereby assigns to Kane County all of Recipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or coverage or any other reimbursement or relief program related to or administered by the Federal Emergency Management Agency, the Small Business Administration or any other source of funding that were the basis of the calculation of the portion of the Coronavirus Relief Funding transferred to the Recipient under the Intergovernmental and Recipient Agreement for Coronavirus Relief Funds Agreement entered into by and between Kane County, Illinois, and _____ on _____, 2020. Any such funds received by the Recipient shall be referred to herein as “additional funds.”

Additional funds received by the Recipient that are determined to be a Duplication of Benefits (“DOB”) shall be referred to herein as “DOB Funds.” Recipient agrees to immediately notify Kane County of the source and receipt of additional funds related to the COVID-19 pandemic. Kane County shall notify the Federal awarding agency of the additional funding reported by Recipient to Kane County. Recipient agrees to reimburse Kane County for any additional funding received by the Recipient if such additional funding is determined to be a DOB by Kane County, the Federal awarding agency or an auditing agency. Recipient further agrees to apply for additional funds that the Recipient may be entitled to under any applicable Disaster Program in an effort to maximize funding sources available to the Recipient and Kane County.

Recipient acknowledges that in the event that Recipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Recipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, Kane County shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

Recipient: _____

Signed: _____

Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____

**ATTACHMENT C – Budget Worksheet Documents, *to be appended upon approval of
Kane County**