

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND
THE TOWNSHIP OF WINFIELD FOR THE USE OF ARPA INTEREST FUNDS
FOR TOWNSHIP BUILDING IMPROVEMENTS

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

WHEREAS, the Township of Winfield ("Township") is a non-home rule municipal corporation duly organized and operating pursuant to the laws of the State of Illinois; and

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. allows units of public entities to enter into intergovernmental agreements in the furtherance of their governmental purposes; and

WHEREAS, the County proposes an Intergovernmental Agreement ("Agreement") with the Township for township building improvements; and

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

WHEREAS, the Parties have prepared this Agreement to govern the distribution of the funds identified above; and

WHEREAS, the Parties desire to approve the proposed Agreement, finding that approval of the proposed Agreement is in the best interest of the Parties and their residents.

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

1. **Purpose of the Agreement.** The purpose of this Agreement is to fund the costs of building improvements at Township offices.

2. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used for safety and ADA compliance improvements.
3. **Payment.** The County agrees to reimburse the Township for the cost of eligible expenses incurred by the Township in an aggregate amount not to exceed \$14,064. Reimbursement payments are contingent upon the Township providing an executed copy of this Agreement to the County and subsequent submittal of invoices for incurred expenses along with proof of payment of said incurred expenses. Proof of payment may include, but not be limited to, supporting documentation such as receipts, bank statements, or checkstubs.
4. **Term.** This Agreement shall remain in effect through December 31, 2025. Sections 3 through 15 of this Agreement shall remain in effect indefinitely and shall survive the termination of this Agreement.
5. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
6. **Termination, Breach.** This Agreement may be terminated upon thirty (30) days' notice to the other Party with the written consent of 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.
7. **Venue, Applicable Law.** The exclusive venue for disputes arising from this Agreement shall be the 18th Judicial Circuit Court, sitting in Wheaton, Illinois. This Agreement shall be governed by the laws of the State of Illinois.
8. **Assignment.** Neither Party shall assign performance under this Agreement, nor shall either Party transfer any right or obligation under this Agreement without the express written approval of the County.
9. **Amendment.** Any amendment to the terms of this Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who approved and executed the original agreement or their successors in office.
10. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive said provision or the County's right to enforce it.

11. **Sole Agreement.** This Agreement contains all negotiations between the County and the Township. No other understanding regarding this Agreement, whether written or oral, may be used to bind either Party.
12. **Liquidated Damages.** The Township 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 disbursal of funds to the Township. The Township expressly agrees to reimburse the County for the cost of any penalty, fine, or judgment should any improper disbursal of funds under this Agreement be identified.
13. **No Joint Venture or Partnership.** The County and Township are not partners or joint venturers with each other and nothing herein shall be construed so as to make them such partners or joint venturers or impose any liability as such on any Party.
14. **Audit.** The use of these funds may be audited and reviewed. The Township agrees to retain and provide access to all financial records and documents related to the Agreement for a period of seven (7) years for local, state and federal audit purposes.
15. **Liability.** The Township agrees to indemnify, save, and hold the County, its officers, agents and employees, harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this Agreement by the Township, its officers, agents or employees. This clause will not be construed to bar any legal remedies the Township may have for the County's failure to fulfill any of the County's obligations under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, indemnification of this Agreement shall be limited to the Township's allocation, less any amount returned to the County pursuant to Section 15 of this Agreement.

SIGNATURE PAGE TO FOLLOW

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

The County of DuPage

By: _____

Print Name: Deborah A. Conroy

Title: County Board Chair

Date: October 28, 2025

Township of Winfield

By: _____

Print Name: _____

Title: _____

Date: _____