

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND VILLAGE
OF BLOOMINGDALE FOR THE VETERAN'S MEMORIAL PROJECT

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this ^{July}28 day of June, 2025, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and VILLAGE OF BLOOMINGDALE, a body politic and corporate, with offices at 201 S. Bloomingdale Road, Bloomingdale, Illinois (hereinafter referred to as the "VILLAGE").

RECITALS

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the VILLAGE authority to operate, maintain and keep in repair necessary VILLAGE facilities, and to enter into agreements for those purposes pursuant to 65 ILCS 5/11-129-1 (hereinafter "PROJECT"); and

WHEREAS, the COUNTY has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts; and

WHEREAS, the PROJECT will benefit local residents by providing a memorial for veterans residing in the local community commemorating their services and sacrifices, and

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and VILLAGE have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the VILLAGE shall undertake the PROJECT, and the COUNTY shall reimburse the VILLAGE for PROJECT expenses up to twenty-five thousand dollars (\$25,000) in accordance with the terms and conditions of this AGREEMENT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.

- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The COUNTY and VILLAGE shall be referred to herein collectively as the “Parties,” or individually as a “Party.”

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the rehabilitation of a veteran's memorial by the Village of Bloomingdale. The Project is more fully described in the application attached as **Exhibit A** to this Agreement.
- 2.2 The PROJECT shall be undertaken essentially in accord with the plans, as prepared by the VILLAGE’s Staff which have been mutually approved by the VILLAGE and the COUNTY, and which document is attached hereto and incorporated herein as **Exhibit B**.

3.0 FUNDING.

- 3.1 The PROJECT’S gross total expenses are estimated at fifty thousand dollars (\$50,000).
- 3.2 It is the intention of the Parties that up to twenty-five thousand dollars (\$25,000) in Project costs will be reimbursed by the COUNTY. The COUNTY, by this AGREEMENT, does not assume responsibility for directly paying any PROJECT costs and shall only be responsible for reimbursing portions of the PROJECT’S VILLAGE’S PROJECT costs.
- 3.3 Allowable PROJECT expenses may include third-party professional services (architect/engineering fees, construction management, etc.), construction (labor and materials), bidding related costs, advertising, permit fees, and other related construction costs. Notwithstanding the foregoing, allowable expenses shall not include administrative costs, overhead, payroll or accounting services.

4.0 VILLAGE’S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.

- 4.3 The VILLAGE shall be responsible for submitting copies of all plans, specifications, bid documents, permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of verifying the PROJECT's work components have been completed.
- 4.4 The VILLAGE shall submit one final invoice to the COUNTY upon the completion of the material portion of the project. Repaving, landscaping or other seasonal work shall not be considered a material portion of this PROJECT. The COUNTY shall remit payment to the VILLAGE within 30 days of submission of invoice.
- 4.5 The VILLAGE shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE.
- 4.6 The VILLAGE'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors and consultants maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and strictly enforce all applicable safety law, rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality or other unit of government in the construction of public improvements.
- 4.7 The VILLAGE shall provide the COUNTY unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for reimbursement.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY reserves the right to review the PROJECT'S plans, specifications and bid documents prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto.
- 5.2 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT.
- 5.3 Upon receipt of the VILLAGE'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the VILLAGE for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the VILLAGE shall not exceed twenty-five thousand dollars (\$25,000.00). In the event PROJECT costs total less than twenty-five thousand

dollars (\$25,000.00), the VILLAGE's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT. Nothing in this agreement shall be found to act as an approval of any specific works which require separate county permitting approval, such as stormwater or building permits.

7.0 INDEMNIFICATION.

- 7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the VILLAGE and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant's and contractor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The

First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed and shall continue in full force and effect the completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT.
- 9.2 All funds must be expended prior to November 30, 2025. Failure to submit funding requests before November 30, 2025, shall render payment of the funds under this agreement subject to re-appropriation by the DuPage County Board.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

- 11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

- 13.1 Any required notice shall be sent to the following addresses and parties:

ON BEHALF OF THE VILLAGE:

Pietro Scalera

201 S. Bloomingdale Road
Bloomingdale, IL 60108

ON BEHALF OF THE COUNTY:

Jeremy Custer

421 N. County Farm Road
Wheaton, IL 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

- 14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO THIRD-PARTY BENEFICIARY.

- 15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

16.0 NO WAIVER OF TORT IMMUNITY.

- 16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the Parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF BLOOMINGDALE

Deborah Conroy
Chair

Franco Coladipietro
Village President

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Pamela Hagar
Village Clerk, Bloomingdale



DuPage County
Office of the County Board
421 North County Farm Road
Wheaton, Illinois 60187-3978

MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

SECTION I Organization Information

Organization	Village of Bloomingdale
Contact Person	Pietro Scalera
Address	201 S. Bloomingdale Road
City	Bloomingdale
Phone Number	630-671-5611
Email	scalerap@vil.bloomingdale.il.us

SECTION II Project Description

Project Title	Bloomingdale Veteran's Memorial
Cost of the Project	\$50,000 grant request for \$25,000
Brief Description of the Scope of Initiative	The project will make landscape improvements and add a flag pole for each branch of service to the corner of Bloomingdale Road and Fairfield Way.
Desired Outcomes	The corner will be used during Memorial and Veteran's Day services as well as a peaceful area for residents and visitors to reflect on the sacrifices of our veteran's and those who currently serve.

SECTION III Signature

Member Name	<i>SAM TORNATORE</i> Cindy Cronin Cahill
District	<i>ONE</i>
Signature	

SECTION IV Supplemental Documents

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)



VETERANS OF FOREIGN WARS OF THE U.S
BLOOMINGDALE POST NO. 7539

April 03, 2025

Pietro Scalera
Village Administrator
Village of Bloomingdale
201 S. Bloomingdale Road
Bloomingdale, Illinois 60108

Dear Pietro,

Bloomingdale VFW Post 7539 would like to request a grant for the installation of flag poles representing the various branches of our esteemed military. This initiative is aimed at honoring and recognizing the invaluable contributions of our service members who have dedicated their lives to the defense and service of our nation.

Purpose of the Project

The primary objective of this project is to install flag poles at or near the Bloomingdale Public Library Gazebo, located at 101 Fairfield Way, Bloomingdale, IL. Individual Poles would display the flag of our individual military branches. The branches include the Army, Navy, Air Force, Marine Corps, Coast Guard, and Space Force. The installation serves as a visual tribute to these branches and fosters a sense of respect, unity, and patriotism within the community and would finish off the area where our Memorial Monument is located.

Significance of the Flag Poles

- **Symbol of Honor:** Each flag pole will symbolize the honor and pride associated with the military branch it represents.
- **Educational Value:** The flag poles will serve as an educational tool for the community, particularly for the younger generation, to learn about the history and significance of each military branch.
- **Community Engagement:** The installation will provide a focal point for community events, ceremonies, and commemorations, enhancing civic engagement and unity.

VFW Motto: "Honoring the dead by helping the living...." "No One Does More For Veterans!"

Project Details

Location: The flag poles will be installed at our Memorial location at the corner of Fairfield Way and Bloomingdale Road.

Design and Materials: The flag poles will be constructed of high-quality, durable materials to ensure longevity and withstand various weather conditions. Each pole will have a plaque detailing the history and achievements of the respective military branch.

Timeline: The project is scheduled to commence when funding is approved and conclude on or before July 4, 2025.

Budget and Funding Request

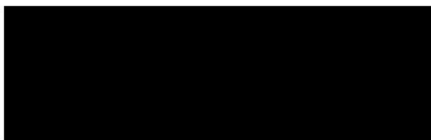
The estimated budget for the project is \$25,000, which includes costs for materials, labor, installation, flags, and maintenance. We kindly request a grant of \$25,000 to cover these expenses.

Conclusion

We believe this project will have a profound impact on our community by paying homage to our military branches and fostering a spirit of patriotism and unity. We respectfully request your support in funding this noble initiative.

Thank you for considering our request. We look forward to the possibility of partnering with you to bring this project to fruition.

Sincerely,



Clifford D. Hall

Commander, Bloomingdale VFW Post 7539

101 Fairfield Way

Bloomingdale, IL 60108

630/720-0003

Veteran's Memorial Plaza

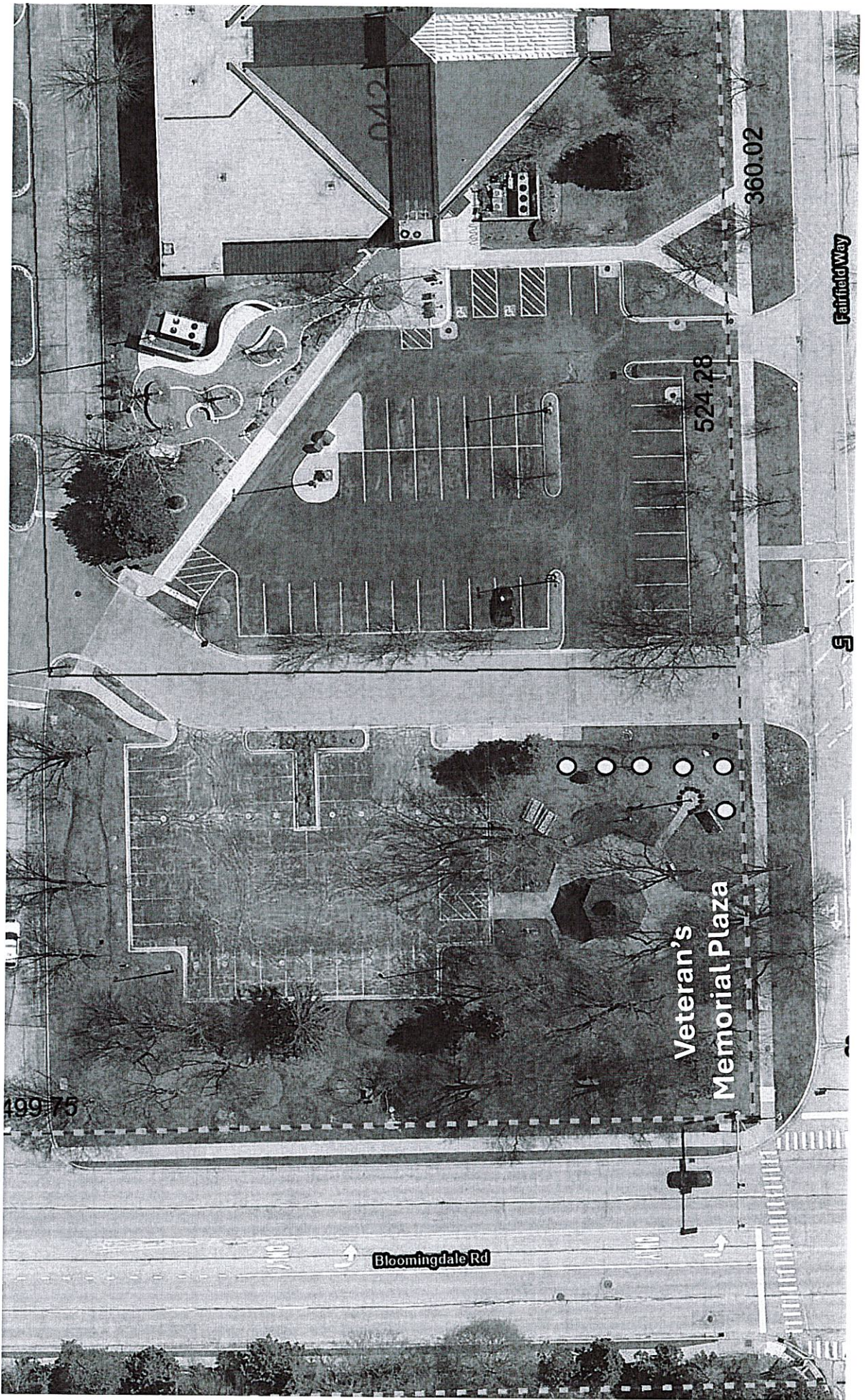
SCOPE OF WORK

The Bloomingdale VFW Post 7539 has made a request to add six flag poles for each branch of the service in addition to the current single pole that has the American flag along with the POW flag.

The flag display would complement the stone monument added to the site in 2023 that pays tribute to the men and women who served in the armed forces as well as those serving our country. The work includes the following items:

- Addition of six (6) new flagpole bases with spun aluminum poles (map included);
- Relocation of any existing ComEd and/or fiber lines; and
- Addition of landscape around the flagpoles and within plaza area.

Grant Funds will be used to match the Village's contribution to the project.



THE VILLAGE OF BLOOMINGDALE

DUPAGE COUNTY, ILLINOIS

RESOLUTION

NUMBER 2025-R-55

**A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF
THE INTERGOVERNMENTAL AGREEMENT BETWEEN
COUNTY OF DUPAGE, ILLINOIS AND VILLAGE OF
BLOOMINGDALE FOR THE VETERAN'S MEMORIAL
PROJECT**

FRANCO A. COLADIPIETRO, Mayor

PAMELA S. HAGER, Village Clerk

VINCE ACKERMAN
WILLIAM BELMONTE
FRANK BUCARO
PATRICK SHANNON
DAN VITACCO
JUDI VON HUBEN

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Bloomingdale
on this the 28th day of July, 2025

RESOLUTION NO. 2025-R-55

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND VILLAGE OF BLOOMINGDALE FOR THE VETERAN'S MEMORIAL PROJECT

WHEREAS, the Village of Bloomingdale, DuPage County, Illinois (the "Village") is a home rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to 5 ILCS 220/5 of the "Intergovernmental Cooperation Act", any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Village and the County of DuPage (the "County") are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois;

WHEREAS, in April 2025, the Bloomingdale VFW Post 7539 proposed the addition of six new flag poles-one for each branch of the U.S. Armed Forces-at the Bloomingdale Gazebo (the "Project"), located at the corner of Bloomingdale Road and Fairfield which would complement the existing American and POW/MIA flags and enhance the site's tribute to military service members, aligning with the stone monument installed in 2023 honoring past and present members of the armed forces;

WHEREAS, the County has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts;

WHEREAS, the County has agreed to utilized certain funds for the Project in accordance with the terms and conditions contained in the Intergovernmental Agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A;

WHEREAS, Staff is recommending approval by the Corporate Authorities to authorize and execute the Agreement, as provided herein;

WHEREAS, the Corporate Authorities of the Village of Bloomingdale are of the opinion that the foregoing actions are in the best interest of the public safety, health and welfare of the residents of the Village of Bloomingdale.

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two –Approval

The Village hereby approves the Agreement substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

The Village President and/or Village Administrator is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the acceptance of the Agreement, in the form attached hereto as Exhibit A.

Section Four -- Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of the Agreement and otherwise to consummate the transactions contemplated therein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five – Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the Agreement and of this Resolution.

Section Six -- Waiver of Bidding Requirements

To the extent that any requirement of bidding would be applicable to the transaction(s) contemplated hereunder, the same is hereby waived.

Section Seven - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of the Agreement are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Eight– Effective Date

This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Nine – Publication

This Resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Ten – Conflict Clause

All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section Eleven – Saving Clause

If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution, which are hereby declared to be separable.

Section Twelve – Recording

This Resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Bloomingdale.

[Remainder of Page intentionally left blank; roll call vote to follow]

DECIDED pursuant to a Roll Call Vote as follows:

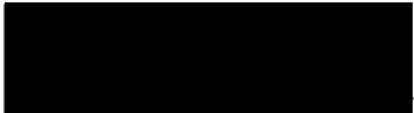
	YES	NO	ABSENT	PRESENT
Vince Ackerman	X			
William Belmonte	X			
Frank Bucaro			X	
Patrick Shannon	X			
Dan Vitacco	X			
Judi Von Huben	X			
Franco A. Coladipietro (only if necessary)				
TOTAL	5	0	1	

PASSED AND APPROVED by the Village of Bloomingdale Board of Trustees on
the 28th day of July 2025:



Franco A. Coladipietro
Village President

ATTEST:



Pamela S. Hager
Village Clerk

EXHIBIT A

[Agreement]



VETERANS OF FOREIGN WARS OF THE U.S
BLOOMINGDALE POST NO. 7539

April 03, 2025

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Village Administrator
Village of Bloomingdale
201 S. Bloomingdale Road
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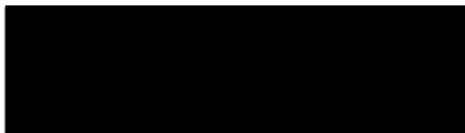
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Commander, Bloomingdale VFW Post 7539

101 Fairfield Way

Bloomingdale, IL 60108

630/720-0003

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4.0 VILLAGE’S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.

- 4.3 The VILLAGE shall be responsible for submitting copies of all plans, specifications, bid documents, permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of verifying the PROJECT's work components have been completed.
- 4.4 The VILLAGE shall submit one final invoice to the COUNTY upon the completion of the material portion of the project. Repaving, landscaping or other seasonal work shall not be considered a material portion of this PROJECT. The COUNTY shall remit payment to the VILLAGE within 30 days of submission of invoice.
- 4.5 The VILLAGE shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE.
- 4.6 The VILLAGE'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors and consultants maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and strictly enforce all applicable safety law, rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality or other unit of government in the construction of public improvements.
- 4.7 The VILLAGE shall provide the COUNTY unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for reimbursement.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY reserves the right to review the PROJECT'S plans, specifications and bid documents prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto.
- 5.2 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT.
- 5.3 Upon receipt of the VILLAGE'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the VILLAGE for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the VILLAGE shall not exceed twenty-five thousand dollars (\$25,000.00). In the event PROJECT costs total less than twenty-five thousand

dollars (\$25,000.00), the VILLAGE's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT. Nothing in this agreement shall be found to act as an approval of any specific works which require separate county permitting approval, such as stormwater or building permits.

7.0 INDEMNIFICATION.

- 7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the VILLAGE and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant's and contractor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The

First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed and shall continue in full force and effect the completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT.
- 9.2 All funds must be expended prior to November 30, 2025. Failure to submit funding requests before November 30, 2025, shall render payment of the funds under this agreement subject to re-appropriation by the DuPage County Board.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

- 11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

- 13.1 Any required notice shall be sent to the following addresses and parties:

ON BEHALF OF THE VILLAGE:

Pietro Scalera

201 S. Bloomingdale Road

Bloomington, IL 60108

ON BEHALF OF THE COUNTY:

Jeremy Custer

421 N. County Farm Road

Wheaton, IL 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

- 14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO THIRD-PARTY BENEFICIARY.

- 15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

16.0 NO WAIVER OF TORT IMMUNITY.

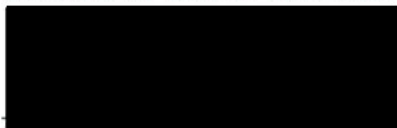
- 16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the Parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF BLOOMINGDALE

Deborah Conroy
Chair




Franco Coladipietro
Village President

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk



Pamela Hagar
Village Clerk, Bloomingdale