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**THE VILLAGE OF BLOOMINGDALE**

DUPAGE COUNTY, ILLINOIS

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**RESOLUTION**

NUMBER 2020-R-15

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**A RESOLUTION  
APPROVING AND AUTHORIZING  
THE EXECUTION OF AN AGREEMENT  
BY AND BETWEEN  
THE VILLAGE OF BLOOMINGDALE AND  
DUPAGE COUNTY FOR PARTICIPATION IN  
THE LOCAL GOVERNMENT COVID-19  
REIMBURSEMENT PROGRAM**

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FRANCO A. COLADIPIETRO, Mayor  
JANE MICHELOTTI, Village Clerk

VINCE ACKERMAN  
WILLIAM BELMONTE  
BILL BOLEN  
FRANK BUCARO  
PATRICK SHANNON  
JUDI VON HUBEN

Village Board

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Published in pamphlet form by authority of the  
President and the Board of Trustees of the Village of Bloomingdale  
on this the 27th day of July, 2020

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**RESOLUTION NO. 2020-R-15**

**A RESOLUTION  
APPROVING AND AUTHORIZING  
THE EXECUTION OF AN AGREEMENT  
BY AND BETWEEN  
THE VILLAGE OF BLOOMINGDALE AND  
DUPAGE COUNTY FOR PARTICIPATION IN  
THE LOCAL GOVERNMENT COVID-19  
REIMBURSEMENT PROGRAM**

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

**WHEREAS**, the Village upon approval of the corporate authorities may enter into an Agreement with another party pursuant to Illinois Statute;

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance;

**WHEREAS**, the "Intergovernmental Cooperation Act" (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings;

**WHEREAS**, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

**WHEREAS**, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that 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;

**WHEREAS**, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act;

**WHEREAS**, DuPage County, as a local government with a population in excess of 500,000 received a direct allocation of \$161,000,000.00 in CARES Act funds from the federal government and must allocate the expenditure of the funds by December 30, 2020 or return them to the federal government;

**WHEREAS**, the State of Illinois also received \$3,400,000,000.00 in CARES Act funding, but has chosen to exclude municipalities in counties that received a direct allocation from receiving funding from the state, therefore, DMMC members are precluded from state assistance and only have recourse through County of DuPage which has agreed to reimburse eligible municipalities for COVID-19 expenses beginning March 1;

**WHEREAS**, the DuPage County Board has worked with its member municipalities to reach an agreement regarding funding in the amount of a per capita reimbursement of \$51.84 which will provide the Village of Bloomingdale to access to \$1,129,023.46 for COVID-19 expenses;

**WHEREAS**, the DuPage County Board has approved an intergovernmental agreement with the 34-member municipalities setting forth the reimbursement process pertaining to the submission eligible COVID-19 related expenses; and

**WHEREAS**, the Village of Bloomingdale Corporate Authorities are of the opinion that it is in the best interests of the Village of Bloomingdale to enter into the attached Intergovernmental Agreement for the purposes referenced herein.

**NOW, THEREFORE, BE IT ORDAINED** by the Village President and Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois pursuant to the Village of Bloomingdale's "Home Rule Powers" as follows:

**Section One - Recitals**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this 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 of Intergovernmental Agreement**

The Village hereby approves the Intergovernmental Agreement (hereinafter referred to as the "Agreement") substantially in the form attached hereto and made a part hereof as Exhibit A.

**Section Three – Authorization and Direction**

The Village President is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such agreement.

**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 this resolution and otherwise to consummate the transactions contemplated herein, 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 - 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 this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

**Section Seven – Effective Date**

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

**Section Eight - Publication**

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

**Section Nine – Conflict Clause**

All resolutions, parts or resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

**Section Ten – 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 Eleven - Passage Clause**

That this resolution shall take full force and effect from and after its passage, approval and publication as provided by law.

**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.

**DECIDED** pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Vince Ackerman			X	
William Belmonte	X			
Bill Bolen	X			
Frank Bucaro	X			
Patrick Shannon	X			
Judi Von Huben	X			
Franco A. Coladipietro (if necessary)				
<b>TOTAL</b>	<b>5</b>	<b>0</b>	<b>1</b>	

**PASSED AND APPROVED** by the Village of Bloomingdale Board of Trustees on the 27th day of July, 2020.

  
\_\_\_\_\_  
Franco A. Coladipietro  
Village President

ATTEST:

  
\_\_\_\_\_  
Jane E. Michelotti  
Village Clerk

Exhibit A  
Intergovernmental Agreement



# DUPAGE COUNTY BOARD

## DUPAGE COUNTY

### District 1

Donald Puchalski  
Ashley Selmon  
Sam Tornatore

### District 2

Elizabeth Chaplin  
Peter DiCianni  
Sean Noonan

### District 3

Greg Hart  
Brian Krajewski  
Julie Renehan

### District 4

Grant Eckhoff  
Tim Elliott  
Mary FitzGerald Ozog

### District 5

Sadia Covert  
Dawn DeSart  
James Healy

### District 6

Robert Larsen  
Sheila Rutledge  
James Zay

**RECEIVED**

**JUL 22 2020**

**VILLAGE OF  
BLOOMINGDALE**

June 16, 2020

Dear Village Managers,

Enclosed please find a copy of your municipality's signed Intergovernmental Agreement that was adopted by the County Board on July 14<sup>th</sup>.

Once your Village Board has approved this document, please have your Mayor and Village Clerk sign and return this original document to my attention.

Many thanks,

A handwritten signature in blue ink that reads "Danna Mundall".

Danna Mundall  
County Board Office  
421 N. County Farm Road  
Wheaton, IL 60187



Resolution

FI-R-0420-20

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DUPAGE AND  
VARIOUS MUNICIPALITIES  
FOR THE REIMBURSEMENT OF ELIGIBLE COVID-19  
EXPENSES

WHEREAS, the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/ et. seq) authorize units of local government, including counties and municipalities, to contract or otherwise associate among themselves in any manner not prohibited by law and to jointly exercise any power, privilege or authority conferred upon them by law; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. allow units of public entities to enter into intergovernmental agreements in the furtherance of their governmental purposes; and

WHEREAS, the County Board of DuPage County (the County) received approximately one hundred sixty-one million dollars (\$161,000,000) 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 County, as the jurisdiction responsible for disbursement of funds under the CARES ACT, finds that it is appropriate to use these funds to defray certain costs incurred by the municipalities related to the coronavirus emergency; and

WHEREAS, the County of DuPage believes it is necessary to enter into an Agreement with the following municipalities to govern the reimbursement of COVID-19 related expenses,

WHEREAS, the County of DuPage seeks to enter into agreements with: the Village of Addison, City of Aurora, Village of Bartlett, Village of Bensenville, Village of Bloomingdale, Village of Bolingbrook, Village of Burr Ridge, Village of Carol Stream, Village of Clarendon Hills, City of Darien, Village of Downers Grove, City of Elmhurst, Village of Glendale Heights, Village of Glen Ellyn, Village of Hanover Park, Village of Hinsdale, Village of Itasca, Village of Lemont, Village of Lisle, Village of Lombard, City of Naperville, Village of Oak Brook, City of Oakbrook Terrace, Village of Roselle, City of St. Charles, Village of Villa Park, City of Warrenville, Village of Wayne, City of West Chicago, Village of Westmont, City of Wheaton, Village of Willowbrook, Village of Winfield, City of Wood Dale, and Village of Woodridge, and

WHEREAS, an Agreement has been prepared and attached hereto which outlines the financial arrangement between the County and the municipalities and the process by which municipalities may apply for reimbursement.

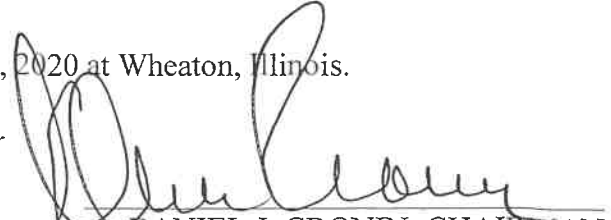
NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County that the Clerk and Chairman of the Board be hereby directed and authorized to execute the referenced Agreement with the above referenced municipalities; and

Resolution

FI-R-0420-20

BE IT FURTHER RESOLVED, that the DuPage County Clerk be directed to provide copies of this Resolution to the municipalities listed above.

Enacted and approved this 14th day of July, 2020 at Wheaton, Illinois.

  
DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD

Attest:   
JEAN KACZMAREK, COUNTY CLERK

AYES 17  
NAYS 0  
ABSENT 1

**INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN DUPAGE COUNTY  
LOCAL GOVERNMENT COVID-19 REIMBURSEMENT PROGRAM.**

THIS AGREEMENT is made and entered into on this 14th day of July, 2020 by and between the County of DuPage, a body politic and corporate, hereinafter referred to as "COUNTY" and the municipality of Village of Bloomingdale an unit of municipal government, hereinafter referred to as "MUNICIPALITY", and collectively referred to as "the Parties".

**RECITALS**

WHEREAS, the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/ et. seq) authorize units of local government, including counties and municipalities, to contract or otherwise associate among themselves in any manner not prohibited by law and to jointly exercise any power, privilege or authority conferred upon them by law; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. allow units of public entities to enter into intergovernmental agreements in the furtherance of their governmental purposes; and

WHEREAS, the County of DuPage received approximately one hundred sixty-one million dollars (\$161,000,000) 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 County of DuPage was eligible to receive payments under the CARES Act, as it is a unit of local government in excess of 500,000 residents; and

WHEREAS, the United States Department of Treasury has issued guidelines with regards to the authorized use of funds allocated to local governments under the CARES Act; and

WHEREAS, neither the CARES Act, the United States Department of Treasury, nor state law, requires that the County disburse any funds to local municipalities within its geographic boundaries; and

WHEREAS, under the CARES Act, the County is ultimately responsible for any expenditures from CARES Act funds; 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 DuPage to benefit the citizens of DuPage County, and

WHEREAS, under the CARES Act, should the Office of the Inspector General determine that the funds were used in a manner contrary to the intent of the legislature or contrary to the United States' Department of Treasury guidelines, the CARES ACT provides that the federal government may recoup the improperly spent funds from the County; and

WHEREAS, the County, those municipalities within DuPage County, and their residents, have suffered secondary effects of the coronavirus emergency, as the State of Illinois has ordered the closure of non-essential businesses; and

WHEREAS, the County of DuPage, as the jurisdiction responsible for disbursement of funds under the CARES Act, finds that it is appropriate to use these funds to defray certain costs incurred by the Municipality related to the coronavirus emergency; and

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

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

**1.0 Recitals, Definitions, and Purpose.**

**1.1 Recitals Incorporated.** The recitals set forth above are incorporated in this Agreement by reference and made a part of this Intergovernmental Agreement ("IGA").

**1.2 Definitions.**

- A. "CARES Act funds"** shall refer to funds which have been allocated to DuPage County under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") of which DuPage County is responsible for the disposition.
- B. "Forms"** shall refer to forms or application documents used to seek reimbursement of coronavirus related expenses under this agreement.
- C. "Expenses"** shall refer to the cost of tangible goods and services which (1) were 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. Examples of "Tangible Goods" would include, but are not limited to, personal protection and medical equipment, sanitation and disinfectant products, software, laptops and technology equipment necessary for employees to telecommute. "Services" as used in this definition means actions or intangible things which were performed by individuals who are not municipal employees. Further, "Expenses" shall include payroll costs for municipal employees where such employees time was substantially dedicated to mitigating the spread or responding to the public

health emergency and/or who have been reassigned from their budgeted role to a different function to substantially support COVID-19 related activities. "Expenses" shall not include the complete payroll costs for employees who are not substantially dedicated to the mitigation or response to the public health emergency, except as set forth in 5.1 of this Agreement. Expenses may also include economic development programs designed to support and defray the costs of local businesses (within the geographic boundaries of DuPage County) negatively impacted by the executive orders which required such businesses be closed or have their operations seriously curtailed.

D. All other words used in this agreement which are not specifically defined shall have their normal and ordinary meaning.

**1.3 Purpose.** The purpose of this Agreement is to establish a contractual relationship between the County and Municipality with regards to the proposed reimbursement of municipal expenses associated with the coronavirus emergency from federal CARES Act funds which the United States Federal Government has disbursed to the County. The County has, by resolution, created the DuPage County Local Government COVID-19 Reimbursement program. This agreement shall remain in effect between the parties to govern the form of applications for reimbursement, the review of applications, the criteria for reimbursable expenses, the retention of documents, and other material terms governing the processing of reimbursement applications.

## **2.0 Obligations of the County**

**2.1 Generally.** The County, by and through its Finance Department or Third-Party Consultant hired by the County, shall process requests for reimbursement received by Municipality subject to the requirements set forth herein.

**2.2 Submittal does not guarantee approval.** The County, by receiving and processing the reimbursement requests of Municipality, does not guarantee approval of the reimbursement requests by the DuPage County Board, the DuPage County Finance Department, the United States

Department of Treasury, or the Office of the Inspector General.

**2.3 No further obligations.** The County shall have no further obligations under this IGA other than those expressly set forth.

### **3.0 Obligations of the Municipality**

**3.1 Generally.** In order to submit requests for reimbursement of coronavirus emergency related expenditures, Municipality agrees to submit the forms, certifications and documentations set forth in this IGA for any expense for which Municipality seeks reimbursement under this Agreement. Municipality agrees that the sole and exclusive decision as to whether or not Municipalities request is granted lies within the discretion of the DuPage County Board, and that submission of expenses for reimbursement does not obligate the County to agree to reimburse those expenses. Municipality agrees that the County Board, through its Finance Department or Third-Party Administrator, may reject expenses which are clearly not permitted uses for CARES ACT funds such as using the funds for revenue replacement.

### **4.0 Form of Expense Submittals, Certification, failure to use form or comply with criteria**

**4.1 Generally.** The Parties agree that expenses for which Municipality seeks reimbursement shall be submitted in a manner and on forms created by the Third Party Administrator hired by the County to process reimbursement requests. County and Third Party Administrator shall work collaboratively with Municipality and DuPage Mayors and Managers Conference to ensure that the forms and process properly balance administrative convenience to the Parties and provide sufficient information for the County Board to issue a reimbursement.

**4.2 Certification.** Each request for reimbursement shall be accompanied by a certification wherein the Mayor/President, certifies that the expenses for which Municipality seeks reimbursement: (i) are necessary expenditures incurred due to the public health emergency with response to the Coronavirus Disease 2019, (ii) which were not accounted for in the most recently approved budget of the municipality, as of March 27, 2020, (iii) were

incurred during the period between March 1, 2020 and December 30, 2020. By entering into the IGA, Municipality authorizes its Mayor or President to sign such certification on behalf of Municipality.

**4.3 Failure to comply with Department of Treasury Guidelines.** The County reserves the right to reject any reimbursement which it feels, in its sole and exclusive discretion, does not meet the criteria of the CARES Act or United States Department of Treasury guidelines associated with disbursement of funds under the CARES Act. Such rejection may be made by the DuPage County Board. This section shall not be held to restrict the County Finance Department or Third-Party Administrator from rejecting requests which clearly fail to comply with the CARES Act or with Department of Treasury guidelines.

**5.0 Expenses to be reimbursed; Caps of maximum amount of reimbursements available to Municipality; prohibition on duplicate reimbursement.**

**5.1** Municipality may submit expenses as set forth in section 1.2(c) of this Agreement. Where submitted expenses are seeking reimbursement for employee payroll, the County requires that the expenses be separated into two categories. The first category shall be employees whose time was substantially dedicated to mitigating the spread or responding to the public health emergency and/or who have been reassigned from their budgeted role to a different function to substantially support COVID-19 related activities. For purposes of this section "substantially dedicated" shall mean that sixty percent (60%) or more of the employees' time was dedicated to mitigating the spread or responding to the public health emergency related to COVID-19. Municipality may submit, and the County Board will consider, reimbursing 100% of the salary of "substantially dedicated" employees. The second category shall consist of employees whose time is not "substantially dedicated" to mitigating the spread of or responding to the COVID-19 public health emergency, but who have spent some portion of their compensated time (but less than sixty percent (60%)) mitigating the spread of or responding to the COVID-19 Public Health Emergency. The Municipality may submit, and the County Board will



consider, reimbursing payroll in the amount of the proportion of the individual employees' time spent mitigating the spread of or responding to the COVID-19 public health emergency. For example, if an employee spent twenty percent (20%) of his or her compensated time mitigating the spread of or responding to the COVID-19 public health emergency, the municipality may submit for reimbursement of twenty percent (20%) of the employees' salary during the period of time in which the employee was engaging in COVID-19 related responses.

**5.2** Municipality shall not be entitled to reimbursement of expenses for which it has received reimbursement from another County, State, or federal program designed to reimburse local government for costs associated with the coronavirus emergency or other emergencies. If Municipality receives reimbursement from any program referenced above, Municipality shall refund any duplicate reimbursement to the County.

**5.3** Under this program, Municipality shall receive, in aggregate, no more than fifty-one dollars and eighty-four cents (\$51.84) for each resident of the Municipality who resides within the geographic boundaries of DuPage County as set forth in Schedule 1 attached to this Agreement. This section shall not bar future additional expenditures by County for specific municipalities which may be disproportionately impacted by COVID-19 and which, in the County's sole opinion, require additional resources to respond to the COVID-19 public health emergency.

**5.4** Where Municipality is located, in part, in DuPage County and in part, in other Counties, Municipality should prorate their requested expense reimbursements based upon the population of their residents which reside within DuPage County. For Example, if Municipality has sixty percent (60%) of its population in DuPage County, a municipality may seek reimbursement for sixty percent (60%) of the total cost of the expense eligible for reimbursement. Municipality shall not pro-rate expenses which were used only to the benefit of DuPage County residents.

## **6.0 Cooperation**

- 6.1 The County shall assist Municipality in complying with the requirements of the CARES Act and the United States Department of Treasury guidelines by preparing sample forms and providing feedback and guidance with regards to the type and quality of information required to complete such forms.
- 6.2 Municipality agrees to abide by the terms of the CARES Act and all United States Department of Treasury guidelines.
- 6.3 Municipality shall, at the County's request, supply County with all relevant information for the County to evaluate whether a request for reimbursement meets the criteria under the CARES Act and United States Department of Treasury guidelines.

**7.0 Records**

- 7.1 Municipality shall maintain all records relating to the expenses which Municipality seeks to have reimbursed by County from CARES Act funds for a period of at least ten (10) years or the period of time required by other state or federal law, whichever is longer.
- 7.2 At any time, DuPage County, the DuPage County Finance Department, or the DuPage County Auditor, may request that the Municipality provide records relating to the expenses which Municipality seeks to have reimbursed. Municipality agrees to provide records in response to such requests.
- 7.3 Failure to provide records may result in the denial of the reimbursement request. In circumstances where the reimbursement request has been granted and the records are needed to justify the reimbursement to the Office of the Inspector General or any other office, official, or department which may later become responsible for auditing disbursements of CARES Act funds, failure by Municipality to provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Municipality 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, Municipality agrees to indemnify the County or make the County whole for any penalty assessed against the County

based upon Municipality's failure to retain or provide records.

**8.0 Timeliness.**

**8.1** The Parties agree that time is of the essence in the processing of applications for reimbursement. The County shall use all reasonable speed and diligence in the processing of applications for reimbursement.

**8.2** The Parties agree that time is of the essence in communications seeking supporting documents or requesting records under this agreement. The Parties agree that they shall use all reasonable speed and diligence in responding to requests for records or supporting documents.

**9.0 Indemnity.**

**9.1** The Parties agree that where the County relied upon the certification of the Municipality that such expenses which Municipality sought to have reimbursed from CARES Act funds met the minimum requirements of the CARES Act, and where the Office of the Inspector General, or any other person, official, or department which is charged with the auditing and review of expenditures of CARES Act funds determines that such reimbursement was not permitted under the CARES Act, Municipality agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to the County. Municipality further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the federal government seeking to recoup the expended CARES Act funds which the County disbursed to Municipality including interest, or any penalty provided by law.

**9.2** Municipality agrees to hold County harmless for any evaluation or advice which the County provided to Municipality as to whether the requested reimbursement is a permissible use of the CARES Act funds.

**10.0 Term and termination**

**10.1 Term.** This Agreement shall remain in effect until either party provides written notice of termination to the other. Such notice shall be effective 14 days after receipt of the termination.

**10.2 Survival of Terms.** Those terms relating to the party's obligation to maintain records and provide records, and the Municipality's indemnification of the County shall survive the termination of this Agreement.

**11.0 Amendment**

**11.1** Amendments to this Agreement may be performed with the written consent of the DuPage County Board and Municipal governing board.

**12.0 Notices and duplicate copies.**

**12.1** Written notices required pursuant to this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested or electronic mail:

DuPage County: Daniel J. Cronin,  
DuPage County Board Chairman  
421 N. County Farm Road  
Wheaton, IL 60187

With a copy to:

DuPage County State's Attorney's Office  
ATTN: ASA CONOR MCCARTHY  
503 N. County Farm Road  
Wheaton, IL 60187

Municipality: Village of Bloomingdale

With Copies to: [ADDITIONAL RECIPIENT]

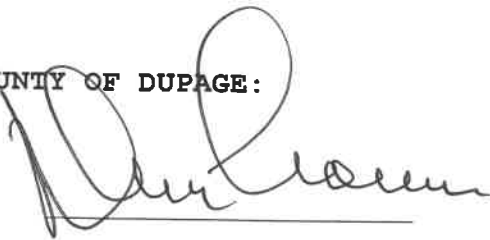
**12.2** The Parties agree that this agreement may be entered into using identical counterparts, each of which when executed and delivered to the other party shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Upon ratification by the governing board of the respective parties, the parties shall each transmit the signed counterparts of this agreement to the other using the recipients listed above in Section 12.1 of this Agreement. This agreement shall go into effect immediately upon the ratification of the last party to execute this agreement.

[Signature Page to Follow]

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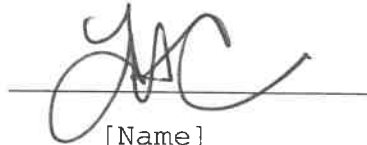
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

**COUNTY OF DUPAGE:**



Daniel J. Cronin  
DuPage County Board Chairman

**Village of Bloomingdale:**



[Name]  
Mayor, [Municipality]

Attest:

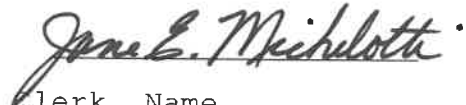


Jean Kaczmarek  
DuPage County Clerk

Date:

7-14-2020

Attest:



Village Clerk Name  
Village Clerk

Date:

7-27-2020

# SCHEDULE 1

9.M.aj

Name	Total Population	Data Source	Year of Special Census	Multiple Counties	\$51.84 per resident
Addison	36,482	2019 Census Estimate	NA	No	\$ 1,891,226.88
Bloomington	21,779	2019 Census Estimate	NA	No	\$ 1,129,023.36
Carol Stream	39,203	2019 Census Estimate	NA	No	\$ 2,032,283.52
Clarendon Hills	8,752	2019 Census Estimate	NA	No	\$ 453,703.68
Darien	21,628	2019 Census Estimate	NA	No	\$ 1,121,195.52
Downers Grove	49,057	2019 Census Estimate	NA	No	\$ 2,543,114.88
Elmhurst	46,746	2019 Census Estimate	NA	No	\$ 2,423,312.64
Glen Ellyn	27,714	2019 Census Estimate	NA	No	\$ 1,436,693.76
Glendale Heights	33,617	2019 Census Estimate	NA	No	\$ 1,742,705.28
Itasca	9,085	2019 Census Estimate	NA	No	\$ 470,966.40
Lombard	44,303	2019 Census Estimate	NA	No	\$ 2,296,667.52
Oak Brook	8,016	2019 Census Estimate	NA	No	\$ 415,549.44
Villa Park	21,483	2019 Census Estimate	NA	No	\$ 1,113,678.72
Warrenville	13,174	2019 Census Estimate	NA	No	\$ 682,940.16
West Chicago	26,816	2019 Census Estimate	NA	No	\$ 1,390,141.44
Westmont	24,443	2019 Census Estimate	NA	No	\$ 1,267,125.12
Wheaton	52,754	2019 Census Estimate	NA	No	\$ 2,734,767.36
Willow brook	8,597	2019 Census Estimate	NA	No	\$ 445,668.48
Wood Dale	13,607	2019 Census Estimate	NA	No	\$ 705,386.88
Woodridge	33,432	2019 Census Estimate	NA	Yes	\$ 1,733,114.88
Oakbrook Terrace	2,912	ACS Census	NA	No	\$ 150,958.08
Aurora	47,969	ACS Census	NA	Yes	\$ 2,486,712.96
Bartlett	24,474	ACS Census	NA	Yes	\$ 1,268,732.16
Bensenville	18,400	ACS Census	NA	Yes	\$ 953,856.00
Bolingbrook	1,485	ACS Census	NA	Yes	\$ 78,848.64
Burr Ridge	6,871	ACS Census	NA	Yes	\$ 356,192.64
Hanover Park	17,597	ACS Census	NA	Yes	\$ 912,228.48
Hinsdale	15,387	ACS Census	NA	Yes	\$ 797,662.08
Roselle	19,139	ACS Census	NA	Yes	\$ 992,165.76
St Charles	614	ACS Census	NA	Yes	\$ 29,548.80
Wayne	1,555	ACS Census	NA	Yes	\$ 80,611.20
Lemont	24	ACS Census	NA	yes	\$ 1,244.16
Lisle	23,440	Special Census	2017	No	\$ 1,215,129.60
Naperville	96,667	Special Census	2017	Yes	\$ 5,011,217.28
Winfield	9,820	Special Census	2016	No	\$ 509,068.80
<b>Totals</b>	<b>827,042</b>				<b>\$ 42,873,442.56</b>

Attachment: Schedule 1 Per Capita Distribution (FI-R-0420-20 : Agreement between DPC and Various Municipalities - COVID-19 Expenses)