INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND THE WHEATON PARK DISTRICT FOR DuPAGE COUNTY HISTORICAL MUSEUM RENOVATION PROJECT

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this 18 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 WHEATON PARK DISTRICT, a body politic and corporate, with offices at 102 E. Wesley St. Wheaton, IL 60187 (hereinafter referred to as the "DISTRICT").

RECITALS

WHEREAS, the DISTRICT 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 DISTRICT authority to operate, maintain and keep in repair necessary DISTRICT facilities, and to enter into agreements for those purposes pursuant to 70 ILCS 1205/8-10 (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 citizens by improving the existing facilities operated by the Wheaton Park District; and

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

WHEREAS, the DISTRICT shall undertake the PROJECT and the COUNTY shall reimburse the DISTRICT for PROJECT expenses up to fifty thousand five hundred and forty-four dollars ($50,544.00) 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 DISTRICT shall be referred to herein collectively as the "Parties," or individually as a "Party."

2.0 PROJECT DESCRIPTION.

2.1 The PROJECT involves the purchase and installation of certain improvements to the carpet and windows at the DuPage County Historical Museum operated by the Wheaton Park District. The Project is more fully described in the application attached as **Exhibit A** to this Agreement.

3.0 FUNDING.

3.1 The PROJECT'S gross total expenses are estimated at fifty-one thousand dollars ($51,000).

3.2 It is the intention of the Parties that up to fifty thousand five hundred and forty-four dollars ($50,544.00) 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 DISTRICT'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 DISTRICT'S RESPONSIBILITIES.

4.1 The DISTRICT 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 DISTRICT shall select, and contract with, all vendors providing professional services for the PROJECT.

4.2 The DISTRICT shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.

4.3 The DISTRICT 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 DISTRICT 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 DISTRICT within 30 days of submission of invoice.

4.5 The DISTRICT 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 DISTRICT.

4.6 The DISTRICT'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The DISTRICT 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 DISTRICT beyond the usual burdens and liabilities for a municipality or other unit of government in the construction of public improvements.

4.7 The DISTRICT 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 DISTRICT'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 DISTRICT'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the DISTRICT for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the DISTRICT shall not exceed fifty thousand five hundred and forty-four dollars ($50,544.00) In the event PROJECT costs total less than fifty thousand five hundred and forty-four dollars ($50,544.00) the DISTRICT'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 DISTRICT shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the DISTRICT 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 DISTRICT shall require that its consultants and contractors indemnify, defend and hold harmless the DISTRICT 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 DISTRICT'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 DISTRICT 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 event of a conflict between the terms or conditions or 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 DISTRICT:
Mike Bernard
102 E. Wesley
Wheaton, IL 60187

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

Deborah Conroy
Chairman

WHEATON PARK DISTRICT

John Vries,
District President

ATTEST:

Jean Kaczmarek,
County Clerk

ATTEST:

Michael J. Benard
District Secretary

THE COUNTY OF DU PAGE
WHEATON, ILLINOIS

Exhibit A

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	DuPage Historical Museum
Contact Person	Michelle Podkowa
Address	102 E. Wesley Streer
City	Wheaton
Phone Number	630-510-4956
Email	mpodkowa@wheatonparks.org

SECTION II Project Description

Project Title	Carpet and Window Frame Painting
Cost of the Project	$50,544.00
Brief Description of the Scope of Initiative	Replace the carpeting on the second floor stairs and paint the 80 window frames on the exterior of the museum. I
Desired Outcomes	See request attached.

SECTION III Signature

Member Name	Dawn DeSart, Saba Haider, Sadia Covert
District	District 5
Signature	Dawn DeSart

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)**

DUPAGE COUNTY HISTORICAL MUSEUM

Dear Member DeSart and Member Covert,

The DuPage County Historical Museum Foundation respectfully requests the DuPage County Board's consideration to allocate a portion of their Member Initiative Funds to support building needs for future use of the Museum building for County residents.

The Museum is a community gem nestled in downtown Wheaton with a mission to *educate the general public through the collection, preservation, interpretation and exhibition of materials which document the history of DuPage County and its relationship to Illinois and the nation.* The Museum building and artifact collection is owned by the County of DuPage and the Museum is operated by the Wheaton Park District through a joint Intergovernmental Agreement.

The Museum's building was built in 1891 and was added to the National Register of Historic Places in 1981. As the building continues to age, it increasingly needs updates and maintenance to keep it operating safely and efficiently and to maximize its value to the community. The Museum team is dedicated to preserving its finest piece of history and its largest artifact – the building itself.

We are requesting that you consider supporting the Museum's current and future endeavors, project details listed on the following pages, by allocating a portion of your district's Membership Initiative Funds to the DuPage County Historical Museum Foundation.

By investing in the Museum, not only will you invest in County property and history, but you will directly impact over 10,000 people annually that visit and attend Museum events. This upgrade and building project will further restore and enhance the Museum's architecture for future generations by protecting the window frames to prevent further leaking and provide a safe carpeted area for events. We invite you to review the following pages that detail these projects and upgrades.

If you would like to support the Museum or have any questions, please contact Michelle Podkowa at mpodkowa@wheatonparks.org or 630.510.4956. Thank you for your time and consideration.

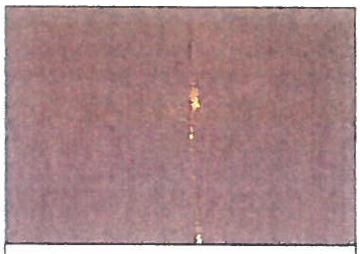
Sincerely,

Michael Benard
Executive Director, Wheaton Park District
Secretary, DCHM Foundation
mbenard@wheatonparks.org | 630.510.4945

Michelle Podkowa
Museum Manager and Educator
DuPage County Historical Museum
mpodkowa@wheatonparks.org | 630.510.4956

DUPAGE COUNTY HISTORICAL MUSEUM

DUPAGE COUNTY HISTORICAL MUSEUM BUILDING AND MUSEUM NEEDS



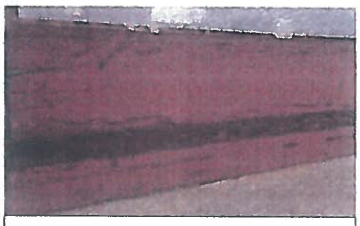
Ripped and fraying carpet at the seem in second floor

Replacement Carpet for Second Floor and stairs

Project description: The carpet on the second floor is 20-40 years old. In addition to showing age-related wear, it has started to come up in some places, creating trip hazards. A new, high-quality carpet would be chosen to highlight the beauty of the building.

Impact: The current carpet is not safe for visitors due to trip hazards. By replacing the carpeting, we can provide a safer visitor experience and help protect the Museum's artifacts from contamination by degrading, aged carpet. A new carpet would make the space more attractive to renters, which will result in increased revenue for the Museum.

Estimated cost: $12,000



Peeling window frame. Frames up on the west side are worse.

Urgent Need for Window Frame Painting

Project Description: The approximately 80 window frames on the exterior need to be scrapped and painted to protect the historic wooden frames. With proper protection of the wood underneath, the windows life would be extended.

Impact: Besides preserving the historic integrity of the building, protecting the window frames from rotting will help prevent leaks and future damage to the building.

Estimated Cost: $36,600

SUMMARY OF UPGRADES AND BUILDING NEEDS

Replacement Carpet for Second Floor and Stairs	$12,000
Urgent Need for Window Frame Painting	$36,600
Total	$48,600
4% contingency	$1,944
Final total	$50,544