

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND CAROL
STREAM FIRE PROTECTION DISTRICT

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this 13th day of April, 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 CAROL STREAM FIRE PROTECTION DISTRICT, a body politic and corporate, with offices at 365 Kuhn Road, Carol Stream, Illinois (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 purchase personal property and equipment for use by the DISTRICT, and to enter into agreements for those purposes pursuant to 70 ILCS 705/6 (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 respiratory protection by ensuring firefighter respiratory apparatus is functional; 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 seventeen thousand seven hundred and eighty-two dollars and eighty-one cents (\$17,782.81) 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 of fit test machine(s) by the 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 \$17,782.81
- 3.2 It is the intention of the Parties that up to \$17,782.81 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 or DISTRICT'S receipt of purchased equipment. 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 seventeen thousand seven hundred and eighty-two dollars and eighty-one cents (\$17,782.81). In the event PROJECT costs

total less than seventeen thousand seven hundred and eighty-two dollars and eighty-one cents (\$17,782.81), 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:

Robert Schultz
Fire Chief
365 Kuhn Road
Carol Stream, IL 60188

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

CAROL STREAM FIRE PROTECTION DISTRICT

Deborah Conroy
Chairman


WILLIAM NATICK
District President

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk


RICHARD FISCHER
District Secretary



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	Carol Stream Fire District
Contact Person	Rob Schultz
Address	365 Kuhn Road
City	Carol Stream
Phone Number	630-668-4836
Email	rschultz@carolstreamfire.org

SECTION II Project Description

Project Title	Carol Stream Fire District Fit Test Machine
Cost of the Project	\$17,782.81
Brief Description of the Scope of Initiative	See attached document.
Desired Outcomes	See attached document.

SECTION III Signature

Member Name	Jim Zay	
District	6	
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)



Carol Stream Fire Protection District

**365 Kuhn Road
Carol Stream, IL 60188
www.carolstreamfire.org**

**Robert M. Schultz
Fire Chief**

**Business Phone: (630) 668-4836
Fax: (630) 668-4877**

DuPage County Board District 6
421 N. County Farm Road
Wheaton, IL 60187
630-407-6500

April 14, 2025

DuPage County District 6 Board Members,

The Carol Stream Fire District seeks to enter into an agreement with DuPage County in order to request funds to replace one (1) fit test machine at a cost of \$14,325 from TSI Incorporated. In addition, the Carol Stream Fire District requests funds for a 5-year calibration and warranty plan for the requested fit test machine at the cost of \$5,375. The total cost for the machine and service plan, with a discount applied for the combined purchase, is \$17,782.81.

The requested machine would help the Carol Stream Fire District to modernize its Respiratory Protection Program to meet modern testing standards set forth by OSHA 29 CFR 1910.134 and would have the capabilities to perform Quantitative fit tests on elastomeric respirators such as N95 masks. This machine would allow Fire District personnel to reduce the amount of time to complete Fit Tests by 65%.

The need to modernize the Respiratory Protection Program is due to the change in the operational environment brought on by the CoVid-19 epidemic and its never-ending variants. In addition, parts for the current fit test machine were discontinued in 2022. Repairs for the current machine will be subject to availability and will no longer be carried by 2027. This puts the Fire District at a great financial risk as prices for parts or repairs can fluctuate greatly. The fit test machine being requested will also reduce the amount of time it takes to complete Fit Tests by 65%.

We thank you for your time and consideration on this matter. We look forward to working with the District 6 Board to create a modern Respiratory Protection Program that will set the standard for other organizations to follow.

Sincerely,

A solid black rectangular box used to redact the signature of Robert Schultz.

Robert Schultz, Fire Chief

Verify that all of your Illinois Sales Tax Exemption Certificate information is correct

- ✓ If not, contact us immediately.
- ✓ **Do not discard** - your Illinois Sales Tax Exemption Certificate is an important tax document that authorizes you to purchase tangible personal property for use or consumption tax-free.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

OFFICIAL DOCUMENT

Illinois Sales Tax Exemption Certificate

CAROL STREAM FIRE PROTECTION DISTRICT

365 KUHN RD
CAROL STREAM IL 60188-4707

Sales Tax Exemption Certificate

Issue date: 02/10/2020
Expiration date: 03/01/2025

Sales Tax Exemption **E99973741**

Organization type: **Governmental**

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.

ILLINOIS REVENUE
Director

OFFICIAL DOCUMENT - DO NOT DESTROY

Brief Description of the Scope of Initiative:

Objective: The Carol Stream Fire District seeks to enhance current fit testing practices in order to increase operational safety and personal protection.

The Carol Stream Fire District seeks to further modernize its current Respiratory Protection Program (RPP) with a fit test machine capable of enhancing operational safety and personal protection. The most crucial part of any Fire and EMS organization's RPP is quality fit testing for members in order to protect them against the various hazards they will encounter in the course of their duty. Without a quality program, members could be acutely or chronically exposed to hazards that could lead to serious injury or death.

The current fire district fit test machine is aging and technologically behind. Parts for the current machine were discontinued in 2022. Replacement parts for the machine will no longer be carried by the manufacturing company starting in 2027. The manufacturing company has informed the fire district that parts and component availability for our current machine will be based on what they have in stock.

Since the current fit test machine was purchased in 2016, the Fire Districts RPP has expanded with the goal of increasing operational safety and personal protection. When the current fit test machine was purchased, fit testing was performed on two different styles of full-face respirators annually. The RPP for the Fire District has now expanded to include fit testing in two different full-face respirators, one half-face respirator, and qualitative fit testing of N95 masks. The current fit test machine can provide quantitative fit testing on all masks listed except for N95 Masks.

N95 masks are qualitatively fit tested in the current RPP. N95 protection for fire district personnel has become extremely important since the life altering operational changes brought on by the CoVid-19 epidemic. The fire district began N95 qualitative testing in 2021 to protect members from the epidemic. While qualitative N95 fit testing provides a benchmark, it is an extremely unreliable test due to its subjective nature. The subjective nature can lead to unreliable responses based on misperceptions of the wearer without any reliable means to verify the validity of the test. A fit test machine capable of performing a quantitative fit test on N95 masks would have these capabilities and would provide a data driven test with definitive results. With responders now continually having to adjust to airborne illnesses such as Covid-19 and its never-ending variants, a definitive quantitative fit test for N95s, made capable by this new machine, would provide an increase in operational safety.

With the previously described expansion of the RPP, time has also become a major factor when performing Fit Tests. In 2024, the Carol Stream Fire District performed Fit Tests following CNC QNFT Protocols established prior to 2019 by OSHA 29 CFR 1910.134 Appendix A. Following these protocols, each fit test takes 7 minutes and 15 seconds to complete (The Best Fit Test. Now The Fastest. n.d.).

In 2019, OSHA updated 29 CFR 1910.134 and include a new Modified CNC QNFT Protocol that reduced the time it takes to complete a fit test to 2 minutes and 29 seconds. This reduction in time leads to a fit test that is 65% faster than the original CNC QNFT protocols established prior to 2019 (The Best Fit Test. Now The Fastest. n.d.). Currently, the fire district fit test machine cannot be updated to perform the Modified CNC QNFT protocol per the manufacturing company. If a system capable of the Modified CNC QNFT protocol was currently being used, the Carol Stream Fire District could have saved approximately 12 hours of time

performing fit testing in 2024. This saved time would be of vital importance to a fire district that has seen call volume increase 15.9% since 2021.

References

The Best Fit Test. Now The Fastest. (n.d.). TSI Inc. Retrieved Sept 22, 2024.
<https://tsi.com/focus/portacount-respirator-fit-tester-oshaproducts>

Desired Outcomes

The Carol Stream Fire District seeks funds to replace one (1) fit test machine that meets modern fit testing standards set forth by OSHA 29 CFR 1910.134 and has the capabilities to perform Quantitative fit tests on elastomeric respirators such as N95 masks. In addition, the Carol Stream Fire District requests funds for a calibration and warranty plan for the requested fit test machine.



500 Cardigan Road
Shoreview, MN 55126
USA
EIN 41-0843524

Tel: (800)680-1220
Fax: (651)490-3824
Web: www.TSI.com
Email: orders@TSI.com

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Quotation

Quote Contact Kevin Gay Tel: 708-819-4248 Email: kgay@carolstreamfire.org	Make PO Out To: TSI Incorporated
Bill-To-Party Carol Stream Fire 365 N Kuhn Rd Carol Stream IL 60188-4707	Quotation Number 20288157 Quotation Date 08/13/2024 Customer No 12549 Cust. Ref. 8048-T Incoterms 2020 CPT: Prepay & Add Consignee's Premises Payment Term Net 30 days Valid To 06/30/2025 Currency USD Method of Payment PO, Visa, Amex, Mastercard Reference Quote number when submitting PO
Ship-To-Party Carol Stream Fire 365 N Kuhn Rd Carol Stream IL 60188-4707	

Item	Material/Description	Quantity	Unit Price	Amount
1	8048-T PortaCount Model 8048-T; w/ Tablet Respirator Fit Tester Includes: Carry Case; AC Adapter with Universal Plug Set; 8026 Particle Generator (115 VAC); Alcohol Cartridge; Alcohol Fill Capsule; Storage Cap; (2) Zero Check Filters; 3/16" and 1/4" Hose Adapters; (2) Spare Alcohol Wicks; (100) Sampling Probes; (100) Lock Washers; Probe Insertion Tool; Neck Strap; 8016 Alcohol Supply containing (16) 30mL Bottles of Reagent Grade Isopropyl Alcohol; FitPro Ultra Fit Test Software; Microsoft® Surface Go® Tablet; WiFi USB Adapter; USB-A & USB-C Cable; and 2-Year Warranty	1.00 EA	16,235.00	16,235.00
	Promo Discount Amt			2,000.00-
2	B2B5-8048 QG B2B Warranty, 5-Yr, PortaCount 8048 Quality Guard Bumper-To-Bumper 5-year Warranty Contract for Annual Clean and Calibration, as well as Repair Services. TSI covers the cost of standard ground shipping to return the instrument from TSI. Fast Track (expedited) Service included. This B2B Warranty Contract is not applicable when the TSI Service Group has determined that misuse and/or abuse has occurred to the instrument. All 5-year Warranty contracts will be valid for 60 months, from the date of instrument shipment and are linked to the serial number of the instrument. B2B Warranty Contracts are applicable to new instrument sales only. This B2B Warranty Contract is non-transferable, and no other instrument serial	1.00 EA	5,375.00	5,375.00



500 Cardigan Road
Shoreview, MN 55126
USA
EIN 41-0843524

Tel: (800)680-1220
Fax: (651)490-3824
Web: www.TSI.com
Email: orders@TSI.com

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Quotation

Bill-To-Party

Carol Stream Fire

Quotation Number

20288157

Quotation Date

08/13/2024

Item	Material/Description	Quantity	Unit Price	Amount
	number will be accepted for service.			
			Sub Total	19,610.00
			Discount	1,000.00-
			Freight	TBD
			Tax	827.19
			Total Amount	19,437.19

1) Please email orders to: marty.brands@tsi.com.

2) If your organization is tax exempt, and tax is shown on the quote, please send a copy of your certificate with your order.

3) Shipping is Pre-pay and Add to final invoice, or customer can provide their own UPS or FedEx account number at time of order or on purchase order.

Marty Brands
Technical Sales Specialist II
TSI Health & Safety
marty.brands@tsi.com
tel: 847-962-2590

Sales Tax and Freight charges determined by tax status of customer and shipping method selected.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.

This Quotation is subject to the warranties, disclaimers and all other terms and conditions set forth by TSI Inc. and incorporated by reference and to no others. Seller reserves the right to change prices effective on any new orders, provided Seller notifies in writing those with currently valid Quotations prior to any order being placed. This quotation shall become an agreement binding upon the Buyer and Seller when accepted by the Buyer and subsequently accepted by an authorized representative of the Seller at the Seller's home office and thereupon shall constitute the entire agreement between the parties.

Martin Brands

TSI Incorporated

Date 08/13/2024

TSI Terms and Conditions apply and are incorporated by reference. See <http://www.tsi.com/tc.pdf>
For payment terms, complete credit application at <http://www.tsi.com/credit-app/>