

**INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND
THE WESTERN DUPAGE SPECIAL RECREATION ASSOCIATION**

This INTERGOVERNMENTAL AGREEMENT (the “AGREEMENT”) is made this 8 day of May, 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 the Western DuPage Special Recreation Association, located at 116 N. Schmale Rd. Carol Stream, Illinois (hereinafter referred to as “WDSRA”).

RECITALS

WHEREAS, WDSRA 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 County of DuPage is a unit of government as defined by Illinois law and the Constitution of the State of Illinois, and

WHEREAS, WDSRA is a special recreation association created by intergovernmental agreement by several park districts as permitted by Section 8-10b of the Park District Code, 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 WDSRA authority to operate, maintain and keep in repair necessary WDSRA 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 citizens by improving access to recreation for persons with disabilities, and

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

WHEREAS, WDSRA shall undertake the PROJECT and the COUNTY shall reimburse WDSRA for PROJECT expenses up to eleven thousand seven hundred eighty-one dollars (\$11,781) 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 WDSRA shall be referred to herein collectively as the "Parties," or individually as a "Party."

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the recreational activities organized, planned and administered by WDSRA. 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 eleven thousand seven hundred eighty-one dollars (\$11,781).
- 3.2 It is the intention of the Parties that up to eleven thousand seven hundred eighty-one dollars (\$11,781) 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 WDSRA'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 WDSRA'S RESPONSIBILITIES.

- 4.1 WDSRA 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. WDSRA shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 WDSRA shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.3 WDSRA 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 WDSRA 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 WDSRA within 30 days of submission of invoice.
- 4.5 WDSRA shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse WDSRA.
- 4.6 WDSRA'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. WDSRA 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 WDSRA beyond the usual burdens and liabilities for a municipality or other unit of government in the construction of public improvements.

- 4.7 WDSRA 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 WDSRA'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 WDSRA'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse WDSRA for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to WDSRA shall not exceed eleven thousand seven hundred eighty-one dollars (\$11,781). In the event PROJECT costs total less than eleven thousand seven hundred eighty-one dollars (\$11,781), WDSRA'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 WDSRA shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name WDSRA 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, WDSRA shall require that

its consultants and contractors indemnify, defend and hold harmless WDSRA 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 WDSRA'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 WDSRA 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 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 WDSRA:

Dan Leahy, Executive Director
116 N. Schmale 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

WDSRA




Deborah Conroy
Chairman

Gina Radun,
WDSRA Chair

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk



Kristy Henson
WDSRA 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	Western DuPage Special Recreation Association (WDSRA)
Contact Person	Kristy Henson, Development Manager
Address	116 N. Schmale Road
City	Carol Stream
Phone Number	630-681-0962 ext. 582
Email	kristyh@wdsra.com

SECTION II Project Description

Project Title	Expanding Recreation Opportunities for Adults with Disabilities: A Transformative Experience at The Forge
Cost of the Project	\$11,781
Brief Description of the Scope of Initiative	<p>The Rec & Roll Adult Day Program offers a structured, community-based recreation experience for individuals ages 22-55, bridging the gap after school ends. Operating across seven DuPage County locations, the program provides affordable, engaging activities Monday through Friday, fostering life skills, social connections, and well-being.</p> <p>Grant funding will give participants a transformative experience at The Forge, an ADA-accessible adventure park, where they can enjoy ziplining, rock climbing, and paddle sports in a fully inclusive setting. With guidance from Certified Therapeutic Recreation Specialists (CTRS), this opportunity will boost confidence, independence, and recreation access for individuals with disabilities. More than just a day of adventure, this experience will create lasting impact and new possibilities.</p>
Desired Outcomes	<p>Goals</p> <ol style="list-style-type: none">1. Improve social skills and build connections within the community2. Enhance Recreation Knowledge and Opportunities <p>Objectives</p> <ol style="list-style-type: none">1a. Conduct a post-event reflection session at each site where participants express social engagement and notes taken by Head Instructor.1b. Support participants in engaging in at least one new physical activity (e.g., ziplining, climbing, or paddle sports) in a safe and adaptive manner.

SECTION III Signature

Member Name	Sheila Rutledge
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)



Dan Leahy
Executive
Director

116 N. Schmale
Rd.
Carol Stream
Illinois 60188

630.681.0962
phone
630.681.1262
fax
www.wdsra.com

Mission:
We enrich lives,
connect
communities
and create fun
through
inclusive
recreational
opportunities.

Vision:
A world of
opportunities,
belonging and
individuals
reaching their
full potential.

Serving:
Bloomington
Carol Stream
Glen Ellyn
Naperville
Roselle
Warrenville
West Chicago
Wheaton
Winfield

Dear Jeremy Custer,

On behalf of Western DuPage Special Recreation Association (WDSRA) Foundation, I am submitting this letter of engagement for our Rec & Roll Adult Day Program Expanding Recreation Opportunities for Adults with Disabilities: A Transformative Experience at The Forge.

The Rec & Roll Adult Day Program is a vibrant, community-based recreation program tailored for individuals ages 22-55, offering a structured and supportive environment during the critical transition out of school. For many participants and their families, this stage brings uncertainty, as opportunities for social engagement, skill development, and recreation become more limited. Rec & Roll fills this gap by providing meaningful, structured activities Monday through Friday from 9am-2pm, empowering participants to build life skills, engage with their community, and enhance their overall well-being.

WDSRA operates seven Rec & Roll locations across DuPage County, making it possible through facility space provided by several of our nine member districts, ensuring accessibility for participants. These locations include two in Carol Stream, one in Winfield, one in Wheaton, one in Glen Ellyn, and two in Naperville.

The program remains affordable, with an average cost of \$42 per day per participant, just \$8.40 per hour. On average, participants explore their communities three times per week, engaging in low- to no-cost activities. However, financial barriers often prevent them from experiencing more unique and specialized recreational opportunities.

Funding this grant will provide a rare and transformative experience for Rec & Roll participants at The Forge, an ADA-accessible adventure park. This one-of-a-kind opportunity would allow them to engage in thrilling outdoor activities such as ziplining, rock climbing, and paddle sports in a fully inclusive and supportive setting alongside their peers. For many, this may be their first time participating in such activities, expanding their confidence, independence, and enjoyment of recreation.

At WDSRA, many full-time staff members are Certified Therapeutic Recreation Specialists (CTRS), ensuring that all activities are thoughtfully adapted, goal-oriented, and impactful. With the funding provided, our CTRS team will establish targeted goals and objectives, track participant progress, and thoroughly document the lasting benefits of this experience.

Investing in this opportunity is more than just a day of recreation, it is a chance to enrich lives, build confidence, and empower individuals with disabilities to explore new possibilities.

Goals & Objectives

Goal	Objective
Improve social skills and build connections within the community	Conduct a post-event reflection session at each site where participants express social engagement and notes taken by Head Instructor.
Enhance Recreation Knowledge and Opportunities	Support participants in engaging in at least one new physical activity (e.g., ziplining, climbing, or paddle sports) in a safe and adaptive manner.
Educate Participants on Leisure Activities for Lifelong Enjoyment	Ensure that 50% of participants engage in at least one new activity during the trip
Empower Participants to Make Independent Choices and Advocate for Their Recreational Preferences	Encourage self-advocacy by having 80% of participants communicate their preferences for activities or adaptations needed.

Participating Locations:

7 sites across DuPage County:

- Carol Stream (2 locations)
- Winfield
- Glen Ellyn
- Wheaton
- Naperville (2 locations)

Participants & Staffing:

- 100 participants served
- 20 Rec & Roll staff members
 - Each site has 1 Head Instructor and 1-2 part-time staff
 - 3 full-time staff oversee the program, providing planning and support

Purpose:

The Forge Lemont Quarries Ultimate Adventure Pass – an inclusive and adaptive outdoor recreation experience

Funding Request: \$11,781

Cost: \$99 per person

Total Participants & Staff Attending: 120

Adventure Pass Includes:

Climb & Zipline Adventure

- Zipline 1,000 feet across the quarry
- Unlimited 70-foot rock wall climbing
- High ropes course with varying difficulty levels
- Rappel from a 100-foot tower

Explorer Day Pass

- Mini golf, laser tag, paddlesports
- 4-seater Dino Karts, archery range, archery golf
- Axe throwing, BMX pump track, scavenger hunts
- Kids Adventure, Jump & Discovery Zones
- Yard games and more

We are thrilled for the opportunity to work with The Forge to create a day filled with adventure, challenge, and fun for all abilities. Please let us know if any additional information is needed.

Thank you for helping us create unforgettable experiences for our participants!

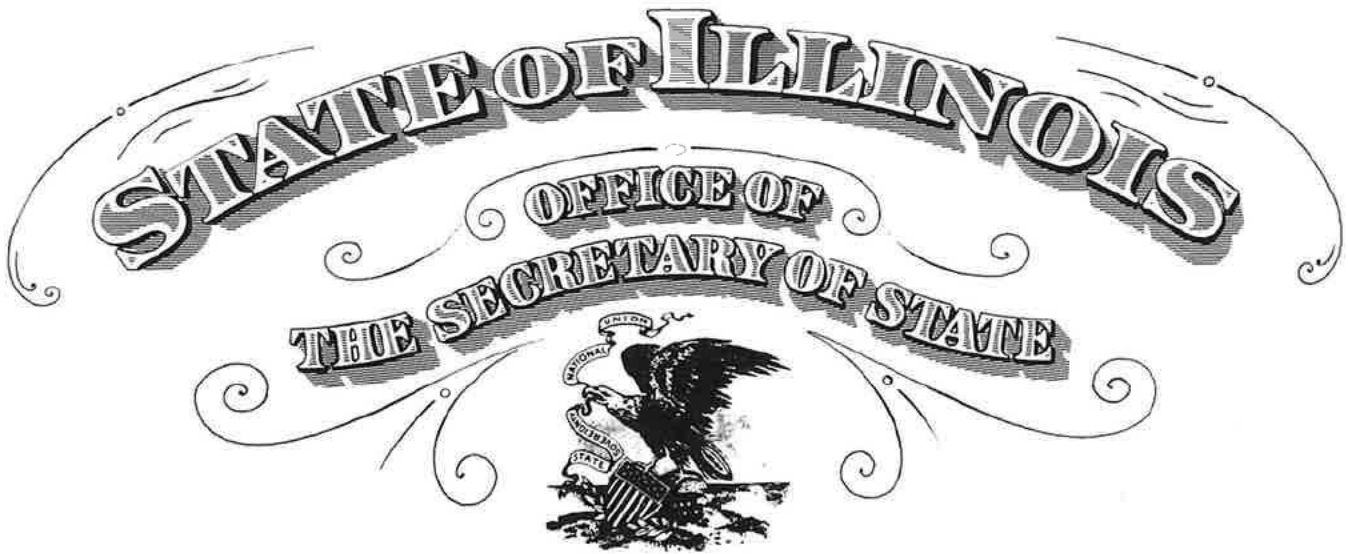
With gratitude,

Kristy Henson, CTRS
Development Manager

Western DuPage Special Recreation Association

630.681.0962 ext. 582

www.wdsra.com



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

WESTERN DUPAGE SPECIAL RECREATION ASSOCIATION FOUNDATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 29, 1993, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 17TH day of APRIL A.D. 2025 .





DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Western DuPage Special Recreation Association
CONTACT PERSON:	
CONTACT EMAIL:	

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/


The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Dan Leahy

Signature: 

Title: Executive Director

Date: 4/14/2025