

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND
ADDISON TOWNSHIP FOR FOOD PANTRY IMPROVEMENTS

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this 8th day of October, 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 ADDISON TOWNSHIP, a body politic and corporate, with offices at 401 N. Addison Road, Addison, Illinois 60101 (hereinafter referred to as the "TOWNSHIP").

RECITALS

WHEREAS, the TOWNSHIP 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 TOWNSHIP authority to operate, maintain and keep in repair necessary TOWNSHIP facilities, and to enter into agreements for those purposes pursuant to 305 ILCS 5/9-15 (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 upgrade electrical systems and refrigeration and freezers in the food pantry for Addison Township; and

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

WHEREAS, the TOWNSHIP shall undertake the PROJECT and the COUNTY shall reimburse the TOWNSHIP for PROJECT expenses up to fifty-nine thousand one hundred and forty-six dollars (\$59,146) 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 TOWNSHIP shall be referred to herein collectively as the "Parties," or individually as a "Party."

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the upgrading of electrical systems and refrigeration and freezers owned by the TOWNSHIP. 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-nine thousand one hundred and forty-six dollars (\$59,146).
- 3.2 It is the intention of the Parties that up to forty-nine thousand forty-two dollars and fifty cents (\$49,042.50) 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 TOWNSHIP'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 TOWNSHIP'S RESPONSIBILITIES.

- 4.1 The TOWNSHIP 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 TOWNSHIP shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The TOWNSHIP shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.

- 4.3 The TOWNSHIP 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 TOWNSHIP 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 TOWNSHIP within 30 days of submission of invoice.
- 4.5 The TOWNSHIP 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 TOWNSHIP.
- 4.6 The TOWNSHIP'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The TOWNSHIP 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 TOWNSHIP beyond the usual burdens and liabilities for a municipality or other unit of government in the construction of public improvements.
- 4.7 The TOWNSHIP 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 TOWNSHIP'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 TOWNSHIP'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the TOWNSHIP for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the TOWNSHIP shall not exceed forty-nine thousand forty-two dollars and fifty cents (\$49,042.50). In the event PROJECT costs total less than forty-nine thousand forty-two dollars and fifty cents (\$49,042.50), the TOWNSHIP'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 TOWNSHIP shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the TOWNSHIP 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 TOWNSHIP shall require that its consultants and contractors indemnify, defend and hold harmless the TOWNSHIP 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 TOWNSHIP'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 TOWNSHIP 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 THE TOWNSHIP:

Katalyna Thomas
401 N. Addison Road
Addison, IL 60101

ON BEHALF OF THE COUNTY:

Evan Shields
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

ADDISON TOWNSHIP

Deborah Conroy,
Chair

Bobby Hernandez,
Township Supervisor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Mafia Vesey,
Addison Township Clerk

Supervisor
BOBBY HERNANDEZ
Clerk
MARIA VESEY
Assessor
CHRISTOPHER T. KAIN



Trustees
MAX ASHRAFI
TITUS DARE
JOEY MOORE
DEBBIE SANDSTROM

September 12, 2025

Honorable Michael Childress
421 N. County Farm Road
Wheaton, IL 60187

RE: Member Initiative Program Application

Esteemed Vice Chair Childress,


It was an honor to have you attend our Board Meeting earlier this month and tour the new Addison Township Community Market. As you may recall from our conversation, it is the goal of the Addison Township Board to grow the services offered to our residents.

To reach that goal, equipment is needed for the Community Market. By adding cold storage units, the amount of fresh and frozen items offered can be increased. Although shelf stable products are a staple of any food pantry, the importance of having fresh and frozen items is critical to promoting healthy eating habits. Healthy eating habits are difficult for anyone, but especially difficult for residents who are of low income.

With the same goal of better service to our residents in mind, the Human Services Department is being relocated to the main floor near the west entrance. Our goal is to have more handicapped parking spaces closer to the Human Services Department. To accomplish that, building infrastructure improvements are needed to bring door 6 into compliance with ADA standards.

I know you share our goal of improving services for residents of Addison Township. Receiving this MIP grant will get us closer to reaching that goal. Please feel free to reach out to me if you have any questions.

Sincerely,


Supervisor



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	Addison Township
Contact Person	Katalyna Thomas
Address	401 N. Addison Road
City	Addison, IL 60101
Phone Number	630-530-8161
Email	KatalynaT@addisontownship.com

SECTION II Project Description

Project Title	Human Services Department
Cost of the Project	\$59,146 granted \$49,042.50
Brief Description of the Scope of Initiative	Electrical service upgrades are needed to move existing freezers into new location. Walk in refrigerator &/or freezer will increase storage capacity Scales will assist in tracking weight of food received &/or distributed. Door upgrade is needed to bring ADA compliance to north side of building.
Desired Outcomes	With additional cold storage, the Community Market will be able to provide more fresh & healthy food to its residents. Tracking weight will provide needed data for future grant applications. Stacker will increase efficiency of unloading & decrease worker's compensation risk. ADA compliant entrance near the Human Services Dept will ease walking burden on residents.

SECTION III Signature

Member Name	Michael Childress
District	1
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)



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:	Addison Township
CONTACT PERSON:	Katalyna Thomas
CONTACT EMAIL:	KatalynaT@addisontownship.com

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: Bobby Hernandez Signature: _____

Title: Township Supervisor Date: 9/12/2025

Addison Township MIP Application Product Specifications

Product	Price 1	Price 2	Price 3	Average
Upgrade electric in gym to 220 service	Estimate for material only with labor done by current staff			10,000
Scale	1,800 uline	1,200 northern tool	879 webstaurant	1,293
Electric Stacker	12,000 uline.com	11,500 northerntool.com	11,230	11,575
Walk in freezer	5,700 kitchen all	14,500 katom	18,000 webstaurant	12,733
Additional Electric Service 400 amp breaker panel	3,000 amazon.com	5,325 energyavenue.com		4,163
Walk in refrigerator/cooler	12,000 webstaurant	5,000 kitchen nall	7,000 katom	8,000
Asssessibility Ramp	2,160 discountramps.com	2,603 homedepot.com		2,382
Upgrade Door 6 to ADA compliance standards	Verbal estimate given by masonry contractor			9,000
Total				59,146