

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND
MILTON TOWNSHIP

This INTERGOVERNMENTAL AGREEMENT (the “AGREEMENT”) is made this 8th day of July, 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 MILTON TOWNSHIP, a body politic and corporate, with offices at 1492 N. Main Street, Wheaton, Illinois (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 provide for its employees health and safety by providing hearing protection equipment (“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, 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 eight thousand and fifty-eight dollars (\$8,058) 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 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 eight thousand and fifty-eight dollars (\$8,058)
- 3.2 It is the intention of the Parties that up to twenty thousand dollars 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 eight

thousand and fifty-eight dollars (\$8,058) In the event PROJECT costs total less than eight thousand and fifty-eight dollars (\$8,058) 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:

Michael Drew, Township Highway Commissioner
1492 N. Main St.
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

- 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

MILTON TOWNSHIP

Deborah Conroy,
Chair

Michael H. Drew,
Township Highway Commissioner

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Naresh Nair
Coordinator



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	Milton Township Highway Dept.
Contact Person	Michael H. Drew
Address	23 W 040 Poss St.
City	Glen Ellyn, IL 60137
Phone Number	(630) 682-4270
Email	mthd@miltonhighway.com

SECTION II Project Description

Project Title	Milton Township Highway Dept. Hearing Protection
Cost of the Project	\$8,058.00
Brief Description of the Scope of Initiative	See attached
Desired Outcomes	The Milton Township Highway Dept. seeks funds to purchase (8) Atlas Pro Industrial Headset System to modernize work site safety. To ensure a clear line of communications while having hearing protection compliant with OSHA Standards 1910.95

SECTION III Signature

Member Name	Member 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)



MILTON TOWNSHIP HIGHWAY DEPARTMENT

Michael H. Drew, Highway Commissioner

23 W 040 POSS ST.

GLEN ELLYN, IL 60137

(630) 682-4270

(630) 682-4629

Email: mthd@miltonhighway.com

DuPage County Board District #6
421 N. County Farm Rd.
Wheaton, IL 60187

August 21, 2025

Dear District 6 Board Members:

The Milton Township Highway Department seeks to enter into an agreement with DuPage County to request funds to purchase (8) Atlas Pro Industrial Headsets Systems at a cost of \$8,058.00.

The requested headset would help the Milton Township Highway Department to modernize safety and a clear line of communications in a loud work environment, while also complying with OSHA regulations (1910.95).

In today's dynamic work environment, especially on job sites where conditions can change rapidly, the modernization of communication headsets is crucial. These advanced headsets not only enhance sound quality and clarity but also ensure that vital information flows seamlessly between workers, regardless of their location on site. With features such as noise cancellation, long-range connectivity, and integration with digital tools, modern headsets enable real-time, update on safety protocols and project progress and unexpected challenges. This clarity in communication helps to mitigate risks and enhances collaboration among team members, allowing them to respond swiftly to evolving scenarios. Ensuring all workers are connected and informed faster, safer and more efficient worksites, ultimately leading to improved productivity and safety.

Thank you for your time and look forward to hearing from you in the very near future,

Michael H. Drew
Milton Township
Highway Commissioner

Brief Description of the Scope of Initiative:

Objective: The Milton Township Highway Department is committed to enhancing current job site safety practices to ensure both operational safety and personal protection for its employees.

The Milton Township Highway Department is committed to enhancing operational safety and personal protection by modernizing its hearing protection practices with introduction of (8) Atlas Pro headsets. In environments dominated by heavy machinery, clear communication between crew members is vital to ensure safety and efficiency. The implementation of these advanced headsets not only complies with OSHA regulations, specifically the hearing conservation program outlined in OSHA 1910.95(c) but also fosters an environment where every word can be clearly heard and understood, minimizing the risks associated with miscommunication. By equipping our crews with these state-of-the-art headsets, we are taking a proactive step towards protecting their hearing while facilitating seamless dialogue, thus enhancing overall operational effectiveness. This modernization aligns with our commitment to maintaining the highest standards of safety and compliance, ultimately ensuring a safer work environment for all personnel involved including all citizens.

ProCom X Series Invoice*"Delivering Tomorrow's Technology Today"*

Main Office
2773 Leechburg Road
Lower Burrell, PA 15068
724-601-4434
joseph@proacw.com

Milton Township Highway Department

Joe Pauling

23 W 040 Poss St, Glen Ellyn

Glen Ellyn, IL **60137**

630-682-4270

crewleadermilton@gmail.com

Today's Date 8/20/2025

Proposal # 37430

Salesman Contact Joseph Morlacci

This Quote is Valid for 30 Days

Qty	Parts Description	Unit	Extended
1	ATLAS PROFESSIONAL HEADSET PACKAGE PRICING		
	ABOVE SYSTEM PACKAGE INCLUDES:		
	900 MHZ SPECTRUM, GROUP CALL FEATURE		
	DIGITAL DISPLAY (HEADSET NAME AND CHANNEL NAME)		
	ADVANCED CLEARCALL TECHNOLOGY CHIPSET		
	PROGRAMMING, 1 YEAR WARRANTY - ENHANCED AUDIO		
	SIX CHANNEL UPGRADE PACKAGE - HOT STANDBY ADDED		
	PASS THROUGH AUDIO		
2	ATLAS PRO DOUBLE MUFF HEADSET WITH BLUETOOTH	\$1,295.00	\$2,590.00
6	ATLAS PRO DOUBLE MUFF HEADSET WITHOUT BLUETOOTH	\$1,295.00	\$7,770.00
8	PWX Show Pricing Discount**	-\$300.00	-\$2,400.00
		Sub	7,960.00
		State Tax	
		Shipping	98.00
		CC Fee	
		Total	8,058.00

Please Note: There is a 3% Service Fee on All Credit Card Payments