

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
WHEATON AND THE COUNTY OF DUPAGE**

Be it hereby agreed by and between the County of DuPage (the "County") and the City of Wheaton (the "City"), collectively referred to as "the Parties," the following:

Whereas, the County of DuPage owns property located on County Farm Road, (the "DuPage County Campus"), located within the city limits of Wheaton as defined on the attached Exhibit 1; and

Whereas, the current uses within said DuPage County Campus are the facilities used to operate the DuPage County government; and

Whereas, the DuPage County Health Department (the "Health Department") operates within the DuPage County Campus; and

Whereas, the Health Department intends to construct improvements within the DuPage County campus over the next three years; and

Whereas, the Parties desire to mutually agree to a method to complete the review of building improvement plans for compliance with both the County's and City's written ordinances and code requirements, inspections of construction activities to ensure the plans and specifications are being followed, and ultimately the issuance of occupancy permit(s).

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

The recitals stated above are incorporated herein, and

1. **The Work.** The "Work" to be performed by the Health Department pursuant to the terms of the Agreement is set forth in Exhibit 2 which is attached hereto and incorporated herein as if fully set forth. No "Other Work" performed on the DuPage County Campus is authorized by this Agreement: any Other Work being subject to all the terms and conditions of the City Code and City issuance of permits and inspections.

2. **Building Permits.** The County shall issue any and all building permits required for the Work described in Exhibit 2 that will be undertaken at the Health Department. The City hereby waives building permit fees for Work completed under this Agreement that is in compliance with applicable City building ordinances, codes, rules and regulations ("the City Code Provisions"). All building permit reviews shall be completed

at the County's sole cost and expense by independent, third-party review companies, which shall be pre-approved by the City. However, upon issuance of any building permits and prior to commencement of the construction of the Work, the County shall provide copies of any building permits it issues for the Work to the City at the time of issuance.

3. Inspections. Upon the issuance of a building permit by the County, the County shall self-conduct any and all required inspections of the Work as it is performed and upon completion. The County's Building Official shall independently certify to the City in writing that the Work was, or is being, performed in compliance with the plans and the City Code Provisions.

4. City-identified Violations. At all times during construction, the City shall have reasonable access to the work site and has the right, but not the obligation, to conduct inspections. If the City identifies violations of any City Code Provisions during those inspections which the City's Director of Building and Code Enforcement concludes are a threat to the public safety and welfare, the Director shall notify the County Building Official by E-mail and that work shall cease until the County Building Official and the City's Director of Building and Code Enforcement agree the issue is resolved. In the case of an inability to resolve the issue, the Parties shall hire, at the County's expense, an independent third-party architect to make a binding ruling to resolve the issue.

5. Occupancy Permit. The City shall issue the occupancy permit to the County following the City's receipt of the County Building Official's certification that the Work has been completed in compliance with all applicable building ordinances, codes, rules and regulations and only if the City's Director of Building and Code Enforcement concurs with the certification.

6. No Waiver. Issuance of an occupancy permit by the City shall not waive the applicability or enforcement of ordinances, and if ordinance violations are discovered those violations shall be corrected in accordance with the law.

7. **Indemnification.** To the greatest extent permitted by law, the County shall defend, indemnify and hold harmless the City, its elected and appointed officials, employees, agents, and assigns from any and all actions, claims, causes of action, damages or injuries which arise in consequence of this Agreement. Neither the City nor the County waives, releases or otherwise compromises in any fashion their rights to assert privileges and immunities which are jointly and severally fully reserved.

The undersigned certify they have the legal authority to sign this document and it shall be binding on their principals.

County of DuPage

City of Wheaton

Deborah Conroy, Chair
DuPage County Board

Philip Suess, Mayor

Attest:

Attest:

Jean Kaczmarek, County Clerk

Andrea Rosedale, City Clerk

EXHIBIT 1

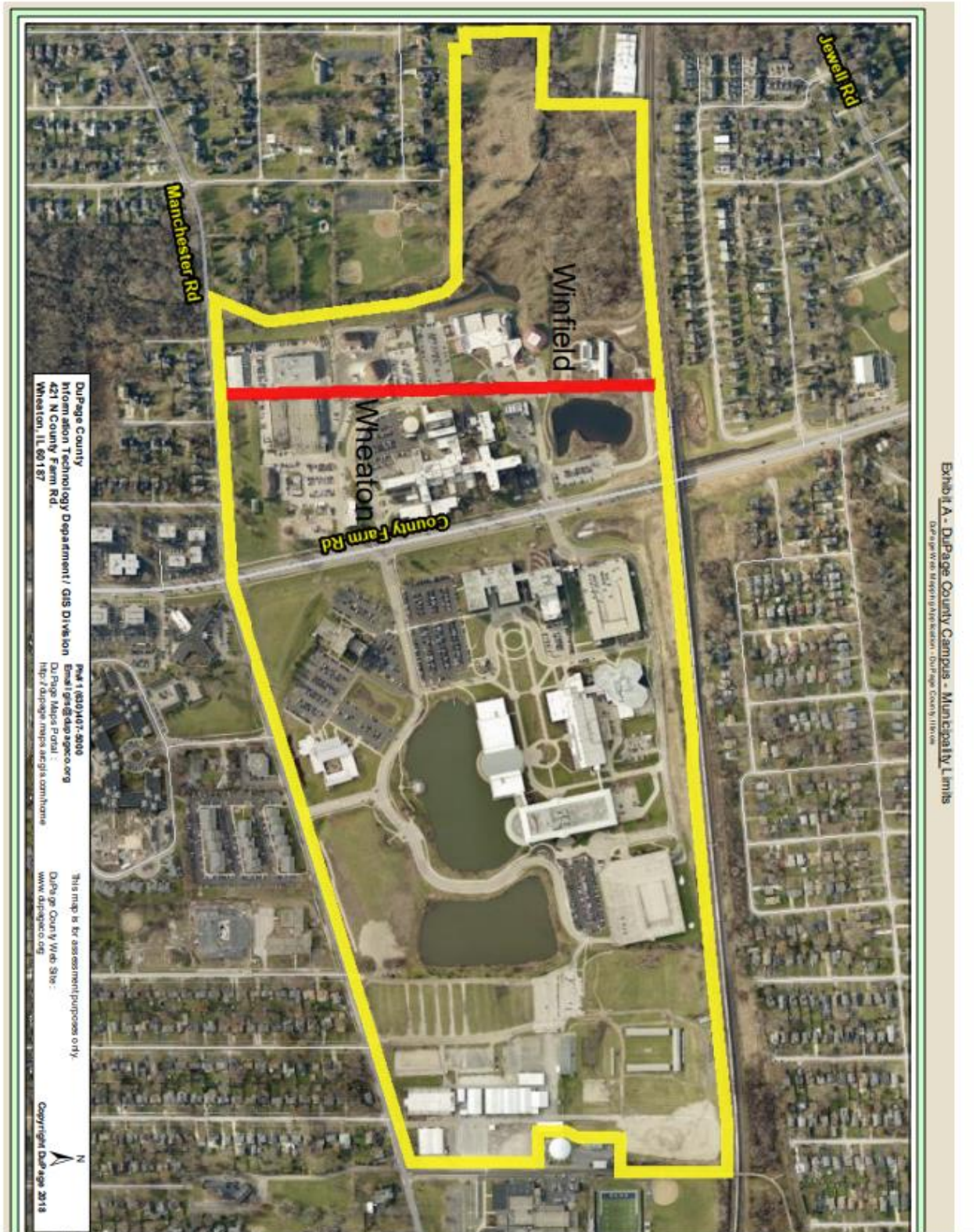


EXHIBIT 2

Project Description

Project Name: DuPage County Health Department
Crisis Recovery Center (CRC)

Date: August 14, 2023

Project Description

The project consists of the construction of a new Crisis Recovery Center of approximately 31,500 square feet that will be directly connected to the west of the existing Linda A. Kurzawa Community Center at 115 N. County Farm Road, Wheaton, IL. The new facility will be 2 levels with approximately 21,500 square feet on the first floor and 10,000 square feet on the second floor. The use of the building will be to support expanded behavioral health services as an extension to services being provided in the existing Kurzawa Community Center. The first floor will be predominantly used for public client service and the second floor will be predominantly for staff office and support space.

The project will also include the infill of an existing stormwater detention basin and replacement with an underground detention system. In the infilled area, additional parking will be provided and there will be rework of other parking areas on-site to accommodate the new facility.