

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND
VILLAGE OF HINSDALE FOR FIRE DEPARTMENT UNIFORMS

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this 24th day of June, 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 VILLAGE OF HINSDALE, a body politic and corporate, with offices at 19 Chicago Ave, Hinsdale, IL 60521 (hereinafter referred to as the "VILLAGE").

R E C I T A L S

WHEREAS, the VILLAGE 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 VILLAGE authority to operate, maintain and keep in repair necessary VILLAGE facilities related to the operation of a fire department and fire suppression services, and to enter into agreements for those purposes; 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 VILLAGE desires assistance from the COUNTY through the Member Initiative Program to provide a full set of back-up firefighter gear for each of the VILLAGE'S firefighters to enhance the safety and eliminate delays in service (hereinafter "PROJECT");

WHEREAS, the PROJECT supplies additional firefighting uniforms and supplies to the VILLAGE, and

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

WHEREAS, the VILLAGE shall undertake the PROJECT and the COUNTY shall reimburse the VILLAGE for PROJECT expenses up to fifty-five thousand dollars (\$55,000) 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 VILLAGE shall be referred to herein collectively as the "Parties," or individually as a "Party."

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the acquisition of certain firefighting equipment and clothing to be used by the Village of Hinsdale in operating its firefighting services. 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-five thousand dollars (\$55,000).
- 3.2 It is the intention of the Parties that up to fifty-five 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 VILLAGE'S PROJECT costs.
- 3.3 Allowable PROJECT expenses may include third-party professional services. Notwithstanding the foregoing, allowable expenses shall not include administrative costs, overhead, payroll or accounting services.

4.0 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of any plans for the PROJECT. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for submitting copies of all plans 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.

- 4.3 The VILLAGE shall submit one final invoice to the COUNTY upon the completion of the material portion of the project. The COUNTY shall remit payment to the VILLAGE within 30 days of submission of invoice.
- 4.4 The VILLAGE 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 VILLAGE.
- 4.5 The VILLAGE'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall strictly enforce all applicable safety law, rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality or other unit of government in the construction of public improvements.
- 4.6 The VILLAGE shall provide the COUNTY unlimited, but reasonable, access to 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 prior to the VILLAGE'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 VILLAGE'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the VILLAGE for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the VILLAGE shall not exceed fifty-five thousand dollars (\$55,000) In the event PROJECT costs total less than fifty-five thousand dollars (\$55,000), the VILLAGE's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.
- 5.4 All funds to be reimbursed under this Agreement to be expended by the Village not later than November 30, 2025.

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.

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 VILLAGE shall require each consultant and contractor responsible for the PROJECT to name the VILLAGE 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 VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE 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 VILLAGE'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 until the earlier of the following occurs:
 - 9.1.1 December 1, 2025, or to a new date agreed by the parties.
 - 9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 1, 2025.

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 VILLAGE:

Kathleen A Gargano
19 Chicago Ave
Hinsdale, IL 60521

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

Deborah Conroy
Chair

ATTEST:

Jean Kaczmarek,
County Clerk

VILLAGE OF HINSDALE

Greg Hart,
Village President

ATTEST:

Emily Tompkins,
Village Clerk, Hinsdale



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*

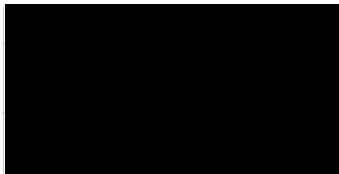
SECTION I Organization Information

Organization	Village of Hinsdale
Contact Person	Kathleen Gargano
Address	19 E. Chicago Avenue
City	Hinsdale, IL 60521
Phone Number	630-789-7013
Email	kgargano@villageofhinsdale.org

SECTION II Project Description

Project Title	Hinsdale Fire Department Turnout Gear Replacement
Cost of the Project	\$55,000 total project, \$50,000 grant amount.
Brief Description of the Scope of Initiative	See attached letter.
Desired Outcomes	Assistance from the Member Initiative Program would permit us to meet our goal in a timelier manner than our current plan allows. As we strive to meet standard safety practices while providing exceptional emergency services we are always looking for opportunities such as the one provided here. On behalf of the men and women of the Hinsdale Fire Department we appreciate your time and consideration of our application.

SECTION III Signature

Member Name	Kari Galassi	
District	3	
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
Office of the County Board
421 North County Farm Road
Wheaton, Illinois 60187-3978

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Contact Person	Kathleen Gargano
Address	19 E. Chicago Avenue
City	Hinsdale, IL 60521
Phone Number	630-789-7013
Email	kgargano@villageofhinsdale.org

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SECTION III Signature

Member Name	Andrew Honig		
District	2		
Signature			

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Village Hall
19 East Chicago Avenue
Hinsdale, Illinois 60521-3431
630-789-7000



Fire & Police Departments
121 Symonds Drive
Hinsdale, Illinois 60521-3744
Fire 630-789-7060
Police 630-789-7070

May 8, 2025

Letter of Engagement - Member Initiative Program Application

Matt Daly
Assistant to the Fire Chief
Hinsdale Fire Department
121 Symonds Drive
Hinsdale, IL 60521
mdaly@villageofhinsdale.org
630-789-7067

Dupage County Board Office
421 County Farm Rd. Wheaton, IL. 60187
RE: MIP Application

Dear Dupage County Board,

The Hinsdale Fire Department is respectfully submitting this application on behalf of our firefighters as we continue to pursue opportunities that allow us to meet our goal of providing a full set of back-up firefighting gear for each of our members. This will increase safety for our members by eliminating the products of combustion being present in their protective gear and eliminate any delays in service to our community and surrounding communities with staff being able to wear clean back-up gear. Furthermore, National Fire Protection Association (NFPA) 1851 recommends each firefighter have a back-up set of gear to accommodate the necessary cleaning described here. Currently, we are unable to outfit each member with the appropriate gear when repairs are needed, gear is taken out-of-service for mandatory cleaning, or articles are damaged beyond repair and we wait for new gear to be ordered and delivered.

Assistance from the Member Initiative Program would permit us to meet our goal in a timelier manner than our current plan allows. As we strive to meet standard safety practices while providing exceptional emergency services we are always looking for opportunities such as the one provided here. On behalf of the men and women of the Hinsdale Fire Department we appreciate your time and consideration of our application.

Sincerely,

Matt Daly
Assistant to the Fire Chief
Hinsdale Fire Department



360 Production Drive
 South Elgin, IL 60177
 Phone: 847-289-9000
 Fax: 847-289-9001
 Email: airone@aoe.net

QUOTATION

VALID FOR 30 DAYS.

Date	Quote #
5/8/2025	43720

Sold To
HINSDALE FIRE DEPARTMENT 19 E CHICAGO AVE HINSDALE, IL 60521-3489

Ship To
HINSDALE FIRE DEPARTMENT ATTN: KEVIN BAKER 121 SYMONDS DRIVE HINSDALE, IL 60521

PLEASE DO NOT PAY OFF OF THIS QUOTE. A FINAL INVOICE WILL BE SENT ONCE ORDER IS COMPLETE.		Quoted By	P.O. No.	Terms	Salesman
				Net 45	JD
Item	Description	Qty	Cost	Amount	
HINSDALE GX3 COAT	GLOBE: HINSDALE SPEC G-XTREME 3.0 BUNKER COAT	13	2,172.00	28,236.00	
HINSDALE GPS PANTS	GLOBE: HINSDALE SPEC GPS BUNKER PANTS	13	1,559.00	20,267.00	
G200001D-1	GLOBE MFG: GLOBE GUARD HOOD (EACH)	13	100.00	1,300.00	
	NOTE: THIS IS CURRENT PRICING AND SUBJECT TO CHANGE DUE TO CURRENT TARIFF SITUATION. **				

Shipping and delivery charges are added when invoiced unless otherwise noted.
 At present, all quoted shipping/lead times are non-binding estimates only.

3% PROCESSING FEE FOR CREDIT CARD PAYMENTS OVER \$500

Effective Jan 1, 2021, all returns after 30 days of delivery will incur a 20% restocking fee.
 Items ordered in connection with natural disasters, pandemic or like situations cannot be returned and orders for such items cannot be cancelled after 10 days of Seller's receipt.

Subtotal \$49,803.00

Sales Tax (0.0%) \$0.00

DO NOT PAY- INVOICE TO FOLLOW

Total \$49,803.00