

# **INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND THE CITY OF NAPERVILLE, ILLINOIS FOR COMMUNITY TELEVISION GRANTS**

This INTERGOVERNMENTAL AGREEMENT (the “AGREEMENT”) is made this 19th day of September, 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 CITY OF NAPERVILLE, a municipal corporation, with offices at 400 S. Eagle St., Naperville, Illinois (hereinafter referred to as the “CITY”).

## **RECITALS**

WHEREAS, the CITY 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 CITY authority to provide funds for community television facilities (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, in order to coordinate their respective roles in the PROJECT, the COUNTY and CITY have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the CITY shall undertake the PROJECT and the COUNTY shall reimburse the CITY for PROJECT expenses up to twenty thousand dollars (\$20,000) 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 CITY shall be referred to herein collectively as the “Parties,” or individually as a “Party.”

## **2.0 PROJECT DESCRIPTION.**

- 2.1 The PROJECT involves the administration of a grant program to Naperville Community Television. 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 twenty thousand dollars (\$20,000).
- 3.2 It is the intention of the Parties that up to twenty thousand dollars (\$20,000) 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 CITY’S PROJECT costs.

## **4.0 CITY’S RESPONSIBILITIES.**

- 4.1 The CITY shall be responsible for the receipt and initial review of grant expenses submitted under the PROJECT.
- 4.2 The CITY shall submit one final invoice to the COUNTY upon the completion of the material portion of the project.
- 4.3 The CITY shall make direct payments to Naperville Community Television related to this PROJECT. This requirement will not affect the COUNTY’S obligation to reimburse the CITY.

## **5.0 COUNTY’S RESPONSIBILITIES.**

- 5.1 Upon receipt of the CITY’S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the CITY for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the CITY shall not exceed twenty thousand dollars

(\$20,000.00). In the event PROJECT costs total less than twenty thousand dollars (\$20,000.00), the CITY'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 CITY shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the CITY 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 CITY shall require that its consultants and contractors indemnify, defend and hold harmless the CITY 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 CITY'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 CITY 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 CITY:**

Douglas Krieger  
Naperville City Manager  
400 S. Eagle St.  
Naperville, IL 60540

**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

CITY of NAPERVILLE

\_\_\_\_\_  
Deborah Conroy  
Chairman

\_\_\_\_\_  
Scott Wehrli  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,

County Clerk

\_\_\_\_\_  
Dawn Portner

City Clerk



## EXHIBIT A

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

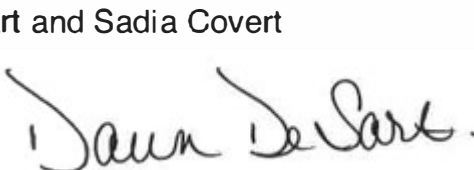

#### SECTION I Organization Information

Organization	Naperville Community Television (NCTV17)
Contact Person	Liz Spencer
Address	127 Ambassador Drive, Suite 103
City	Naperville
Phone Number	630.355.2124 (Office) 630.240.0568 (Mobile)
Email	ebspencer@nctv17.org

#### SECTION II Project Description

Project Title	Equipment Purchase
Cost of the Project	\$20,000.00
Brief Description of the Scope of Initiative	Update equipment, including laptops, etc.
Desired Outcomes	Equipment upgrades

#### SECTION III Signature

Member Name	Dawn DeSart and Sadia Covert
District	5
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 Members' Initiative Grant letter

Dawn DeSart  
DuPage County Board Member, District 5

Dear Dawn,

I am requesting a \$59,000 grant from DuPage County's Member Initiative program to support NCTV17's critical role in providing hyper-local news coverage that informs and connects the Naperville area. As DuPage County and Naperville continue to grow and evolve, the need for trusted, community-centered journalism becomes even more essential—informing on the issues, decisions, and people shaping our government, economy, schools, businesses, and social services.

As a small newsroom, we are responsible for covering Naperville—the largest city in DuPage County and the state's second-largest economic engine. It's a big job, but we remain committed to providing in-depth, unbiased reporting on the stories that shape our community.

Through our community-focused journalism, NCTV17 has covered important stories such as residents' reactions to [Naperville City Council's upcoming energy contract](#), [a local entrepreneur bringing a national franchise to town](#), [DuPage County and DuPage Foundation](#) helping to fund a local shelter, and [proposed changes to the Naperville 203 school day](#). This kind of in-depth reporting not only keeps residents informed but also strengthens civic engagement and government transparency.

Unlike many traditional news sources, NCTV17 provides all of its programming free of charge, with no paywalls or subscription fees. Every resident—regardless of income—has access to accurate, timely, and community-driven news so they can participate in civic life. In a time when local journalism is shrinking, NCTV17 remains steadfast in its mission to serve the residents of Naperville and DuPage County because we believe a healthy democracy relies on an informed and engaged community.

To continue this essential work, we need to invest in both people and technology. This funding would allow us to hire an additional reporter for one year (\$44,000), ideally, a local college graduate who will strengthen our coverage while benefiting from NCTV17's proven training program to develop the next generation of journalists. The grant would also upgrade essential equipment (\$15,000), replacing three aging news laptops with professional-grade technology to ensure our team can efficiently produce high-quality video news content.



These investments are not just about upgrading technology or expanding our newsroom—they're about strengthening the foundation of local news that keeps our community informed, connected, and empowered. This initiative will directly support the production of journalism that shapes a more engaged, transparent, and vibrant Naperville and DuPage County.

Thank you for your time and consideration.

Sincerely,

**Liz**

Elizabeth B. Spencer

Executive Director

## Naperville Community Television


Delivering community-centered journalism that  
reflects diverse voices to foster shared  
understanding and civic engagement.

---

 127 Ambassador Drive, Suite 103, Naperville, IL 60540

 630.355.2124  [info@nctv17.org](mailto:info@nctv17.org)  [NCTV17.org](http://NCTV17.org)

**A 501(c)(3) nonprofit organization**

Component	Part	#	Quantity	Price	 Total	T <sub>T</sub> Notes
Lenovo Laptop	Lenovo Legion Pro 7i 16" Gaming Laptop Computer - Eclipse Black; Intel Core Ultra 9 275HX 2.1GHz Processor; NVIDIA GeForce RTX 5090 24GB GDDR7; 64GB DDR5-6400 RAM; 2x 1TB Solid State Drive	2		\$3,200.00	\$6,400.00	Editing laptop
MSI Vision ZS 9NVR-1293US Gaming PC	AMD Ryzen 9 9900X 4.4GHz Processor; NVIDIA GeForce RTX 5070 Ti 16GB GDDR7; 64GB DDR5-6000 RGB RAM; 2TB Solid State Drive	3		\$2,399.00	\$7,197.00	Desktop: MSRP 3299
Monitor	<a href="#">Asus VA27EHF 27.0" 1920 x 1080 100 Hz Monitor</a>	6		\$139.00	\$834.00	Monitors
Keyboard/Mouse	<a href="#">Logitech MK235 Wireless Keyboard and Mouse Combo</a>	2		\$23.00	\$46.00	Wireless keyboard/mouse combo
Lenovo ThinkPad T16 G3 16" Laptop	Intel Core Ultra 7 155U 1.7GHz Processor; 32GB DDR5 RAM; 1TB Solid State Drive; Intel Graphics	2		\$1,299.00	\$2,598.00	Laptop for Jane and ED
Graphics Card	ASUS GeForce GTX 1060 6GB Dual-Fan Graphics Card	1		\$175.00	\$175.00	Replacement for Mario
Hard Drives	Seagate Portable 2TB External Hard Drive HDD — USB 3.0	3		\$80.00	\$240.00	External Hard Drives
NewBlueFX Captivate Broadcast Upgrade		1		\$2,499.00	\$2,499.00	
				Total	\$19,989.00	
				Budget	\$20,000.00	
				Difference	\$11.00	