

**INTERGOVERNMENTAL AGREEMENT BETWEEN
DUPAGE TOWNSHIP, ILLINOIS, AND WHEATLAND TOWNSHIP,
ILLINOIS**

This Intergovernmental Agreement (hereinafter, "Agreement") is entered into this 23rd day of April, 2024, by and between DuPage Township, an Illinois unit of local government (hereinafter, "DuPage Township"), and Wheatland Township, an Illinois unit of local government (hereinafter the "Wheatland Township").

RECITALS

WHEREAS, DuPage Township, Illinois, ("DuPage Township"), is a unit of local government established under the Illinois Township Code, 60 ILCS 1/1-1, et. seq; and,

WHEREAS, Wheatland Township ("Wheatland Township") is a unit of local government established under the Illinois Township Code, 60 ILCS 1/1-1, et. seq; and,

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois provides that units of local government may contract among themselves, to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance; and,

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq. provides additional powers to units of local government that work together; and

WHEREAS, DuPage Township offers a food pantry for use by its residents; and

WHEREAS, Wheatland Township residents are in need of food pantly services; and

WHEREAS, DuPage Township and Wheatland Township have determined that it is in the best interests of each of them, respectively, to enter into the terms of this Intergovernmental Agreement, and that their residents and constituents will receive benefits from this Intergovernmental Agreement;

NOW, THEREFORE, inconsideration of the mutual agreements contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed by and between the parties as follows:

SECTION 1: PRELIMINARY PARAGRAPHS. The preliminary paragraphs set forth above are incorporated herein as part of this Intergovernmental Agreement.

SECTION 2: TERM OF AGREEMENT. This Agreement shall commence immediately upon the approval of this Agreement by the DuPage Township Board and the approval of this Agreement by the Wheatland Township Board. This Agreement shall terminate on May 1, 2025.

Notwithstanding anything contained in this Agreement contrary, either party may terminate this Agreement prior to May 1, 2025, but only on 180 days' notice to the other party.

SECTION 3: SERVICES. DuPage Township shall permit Wheatland Township residents to utilize the DuPage Township food pantry.

SECTION 4: PAYMENT FOR SERVICES. Wheatland Township agrees to pay the DuPage Township fifty dollars (\$50.00) a month for the services as specified in Section 3.

SECTION 5: INDEMNIFICATION. DuPage Township, its employees and contractors shall indemnify and hold harmless the Wheatland Township and any of its officers, officials, employees, or agents from any and all claims, demands, liability, loss, damages, fines penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of DuPage Township or any of its officers, officials, employees, contractors or agents related to services performed under this Intergovernmental Agreement. Wheatland Township, its employees and contractors shall indemnify and hold harmless DuPage Township and any of its officers, officials, employees, or agents from any and all claims, demands, liability, loss, damages, fines penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Wheatland or any of its officers, officials, employees, contractors or agents related to the terms of this Intergovernmental Agreement. Both parties shall name each other as an additional insured on their insurance policies and provide each other with copies of their certificates of insurance policies so stating.

SECTION 6: PUBLIC LIABILITY INSURANCE. The parties shall each carry public liability insurance in an amount of not less than \$1,000,000.00 per person, per occurrence, and such policies shall name the other party as an additional insured for the terms performed pursuant to this Agreement. Both parties shall provide each other with copies of their certificates of insurance policies so stating.

SECTION 7: SEVERABILITY. If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent permitted by law.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and date appearing before their respective signatures.

ADOPTED by the Supervisor and Board of Trustees of DuPage Township, Will County, Illinois this 23rd day of April 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Trustee Braxton	X			
Trustee Ransom			X	
Trustee Savage	X			
Trustee Townsend	X			
Supervisor Marschke	X			
Total	4		1	

Dated: April 23, 2024

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DUPAGE TOWNSHIP

WHEATLAND TOWNSHIP

By: /s/Gary Marschke
Township Supervisor

By: /s/ Michael Crowner
Township Supervisor

Attest: /s/Barbara A Parker
Township Clerk

Attest: /s/ Anita Liska
Township Clerk