

**DUPAGE TOWNSHIP
WILL COUNTY, ILLINOIS**

RESOLUTION #26-14

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
WHEATLAND TOWNSHIP, ILLINOIS AND DUPAGE TOWNSHIP, ILLINOIS FOR
ACCESS TO FOOD PANTRY SERVICES

WHEREAS, DuPage Township, Will County, Illinois, is a duly organized unit of local government operating under the Illinois Township Code, 60 ILCS 1/1 -1 et seq.; and,

WHEREAS, DuPage Township, Will County, Illinois, is also a duly organized unit of local government under the same statute; and,

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize units of local government to enter into intergovernmental agreements to share services and cooperate in the exercise of their powers; and,

WHEREAS, DuPage Township operates a food pantry, and Wheatland Township residents have a demonstrated need for food support services; and,

WHEREAS, DuPage Township and Wheatland Township have negotiated and agreed upon the terms of an Intergovernmental Agreement to allow eligible Wheatland Township residents to access the DuPage Township food pantry; and,

WHEREAS, DuPage Township and Wheatland Township have agreed to a review of the terms of this Intergovernmental Agreement each year with the option of extension for an additional year; and

WHEREAS, in exchange for usage of the DuPage Township Food Pantry, Wheatland Township has agreed to pay to DuPage Township an amount more equitable due to the increased need by residents of Wheatland Township.

WHEREAS, the Wheatland Township Board of Trustees finds it to be in the best interests of the Township and its residents to approve the Intergovernmental Agreement and authorize the Supervisor to execute it.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of DuPage Township, Will County, Illinois, as follows:

Section 1: Approval of Agreement. The Intergovernmental Agreement between Wheatland Township and DuPage Township, attached hereto as Exhibit A, is hereby approved in substantially the form presented.


Section 2: Authorization to Execute. The Township Supervisor, Lori A. Marschke, is hereby authorized and directed to execute the Intergovernmental Agreement and to take such further actions as are necessary to carry out the intent of this Resolution.

Section 3: Effective Date. This Resolution shall be in full force and effect immediately upon its passage and approval.

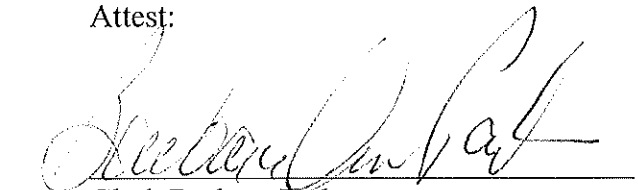
ADOPTED by the Supervisor and Board of Trustees of DuPage Township, Will County, Illinois this 21 day of April 2026, pursuant to a roll call vote, as follows:

	Aye	Nay	Absent
Supervisor Lori Marschke	✓		
Trustee Tom Braxton	✓		
Trustee Monty Jackson	✓		
Trustee Daryl Parks	✓		
Trustee Terri Ransom			✓
Total	4	0	1

Approved:


Supervisor Lori A. Marschke

Attest:


Clerk Barbara Parker

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

This Intergovernmental Agreement (hereinafter, "Agreement") is entered into this 1st day of May 2026, 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 pantry services; and

WHEREAS, DuPage Township and Wheatland Township have determined to enter into this Intergovernmental Agreement, and that it is in the best interests of the residents and constituents of Wheatland Township to enter into the terms of 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, 2027. Notwithstanding anything contained in this Agreement, either party may terminate this Agreement prior to May 1, 2027, 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. To track usage by Wheatland Township residents, all residents will be asked to register and are entered into computer tracking software. DuPage Township shall provide Wheatland Township with a monthly, computer-generated billing list to be emailed to Wheatland Township within five (5) days following the end of the month. This billing list will include date of usage, street name, city, zip code, and household size of each Wheatland Township resident utilizing services. Pursuant to applicable law, DuPage Township is unable to disclose any additional information concerning individual residents.

For administrative convenience, the parties acknowledge that Wheatland Township residents may reside within the following ZIP codes: 60564, 60565, 6085, 60490, 60503, 60543, and 60544. ZIP codes are provided for reference only and shall not be determinative of residency within Wheatland Township.

Wheatland Township shall have the right, upon reasonable notice, to review and audit records reasonably necessary to verify the accuracy of any billing provided under this Agreement. DuPage Township agrees to maintain such records for a minimum of three (3) years. Wheatland Township may dispute any invoice within thirty (30) days of receipt, and the parties agree to work in good faith to resolve any such disputes.

SECTION 4: PAYMENT FOR SERVICES. Wheatland Township agrees to pay to DuPage Township for Wheatland Township residents using the DuPage Township Food Pantry in the amount of \$15.00 (fifteen dollars) per Household per visit each month. DuPage Township policy for any resident is a maximum of 2 (two) visits per month. Payment to DuPage Township is payable within 30 days upon receipt of the monthly billing invoice.

Notwithstanding the foregoing, the total amount payable by Wheatland Township under this Agreement shall not exceed \$1,000 per month without prior written authorization from Wheatland Township. Any charges in excess of this amount shall require advance written approval and shall not be invoiced or payable absent such approval.

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 Township and 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.

SECTION 8: CONFIDENTIALITY AND DATA PRIVACY. DuPage Township shall maintain the confidentiality of all information contained in, or generated pursuant to, this Agreement as required by law.

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