

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE VILLAGE OF HOMER GLEN AND
THE HOMER TOWNSHIP ROAD DISTRICT
(Road Salt)**

This **INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF HOMER GLEN AND THE HOMER TOWNSHIP ROAD DISTRICT** ("Agreement") is made this ____ day of November, 2021 ("Effective Date"), by and between the Village of Homer Glen ("Village"), an Illinois home rule municipal corporation, and the Homer Township Road District ("District"), an Illinois road district. Individually the Village and the District are sometimes referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government, such as the Village and the District, to contract or otherwise associate amongst themselves in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, Section 6(a) of Article VII of the Illinois Constitution of 1970 authorizes home rule units, such as the Village, to "exercise any power and perform any function pertaining to its government and affairs;" and

WHEREAS, Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, permits any powers, privileges, functions or authority exercised or which may be exercised by a unit of local government, such as the Village and the District, to be combined and exercised jointly with any other unit of local government; and

WHEREAS, pursuant to an Intergovernmental Agreement between the Village and the District, the Village has the responsibility to maintain the roadways within Homer Glen and the unincorporated roadways within Homer Township, including plowing and salting of the roadways; and

WHEREAS, the District currently has an agreement with Skyline Construction ("Skyline") to purchase Treated Salt ("Salt") for winter road treatment as a participant in the Frankfort Co-Op through April 30, 2022; and

WHEREAS, the District desires to assist the Village and sell Salt to the Village necessary to maintain the roadways during the winter months on the terms and conditions in this Agreement; and

WHEREAS, the Village desires to purchase the Salt from the District on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and provisions in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the District agree as follows:

1. Incorporation. The preambles set forth above are incorporated and are a part of this Agreement.

2. District Responsibilities. The District has a commitment with Skyline to purchase 3,000 tons of Salt (range of 120/80) at a delivered price of \$99.55 per U.S. ton through April 30, 2022. The District agrees to sell the Village Salt purchased from Skyline at the same price during this term of this Agreement. Upon written request by the Village for orders of Salt, the District shall contact Skyline and place said orders for Salt within three (3) business days.

3. Village Responsibilities. The Village agrees to purchase 3,000 tons of treated salt (range of 120/80) from the District at a delivered price of \$99.55 per U.S. ton. Village shall make payment to the District within 30 days of invoice from the District. The Village shall make written requests to the District for Salt orders.

4. Term. Following approval and execution by both Parties, this Agreement shall be in full force and effect through April 30, 2022, which is the termination of the District's agreement with Skyline. This Agreement may be extended upon mutual consent of the Parties.

5. Storage. Salt purchased under this Agreement shall be delivered to and stored at the Village's salt dome.

6. Governing Law. The laws, cases and statutes of the State of Illinois shall govern the validity, performance and enforcement of this Agreement.

7. Notices. With the exception of Salt orders by the Village (which copies shall not be required to all of the below-listed parties), all notices desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) e-mail, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village: Village of Homer Glen
14240 W. 151st Street
Attention: George Yukich, Mayor
Homer Glen, Illinois 60491
Email: mayoryukich@homerglen.org

With a copy to: Village of Homer Glen
14240 W. 151st Street
Homer Glen, Illinois 60491
Attention: Interim Village Manager
Email: mwalsh@homerglenil.org

and: Mahoney, Silverman & Cross, LLC
822 Infantry Drive, Suite 100
Joliet, Illinois 60435
Attention: Eric P. Hanson
Email: ehanson@msclawfirm.com

If to District: Homer Township Road District
14500 W. 151st Street
Homer Glen, Illinois 60491
Attn: Brent Porfilio, Highway Commissioner
Email: b.porfilio@homerhighway.com

and: Odelson, Sterk, Murphey, Frazier & McGrath, Ltd.
3318 W. 95th Street
Evergreen Park, Illinois 60805
Attention: _____
Email: _____

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (1) or (2) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (3) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (4) shall be deemed received forty-eight (48) hours following deposit in the mail.

8. Severability. If any provision, clause or term of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall continue to be fully operative.

9. Headings. The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the Parties hereto.

10. Counterparts and Authorization. This Agreement may be executed in identical original counterparts, with each counterpart constituting the entire Agreement. Each person signing this Agreement on behalf of a Party represents that he or she has been duly and validly authorized by such Party to execute this Agreement on behalf of such Party.

11. Entire Agreement. Except as provided herein, this Agreement supersedes all prior agreements, negotiations and representations and is a full integration of the entire agreement of the Parties regarding the subject matters of this Agreement. Either Party may seek to change or modify this Agreement with written Notice to all Parties as provided

in Section 7, which Notice shall include such proposed changes or modifications. The proposed changes or modification may only be made if adopted upon the written approval of the Parties. No oral changes or modifications to this Agreement shall be permitted or allowed.

12. Default and Breach. In the event of any breach of or default under this Agreement, the Parties shall give prompt written notice of such alleged breach or default and the Party receiving such notice shall have thirty (30) days after receipt of such notice to cure such alleged breach or default, prior to the seeking of any remedy provided for herein, provided, however, that said thirty (30) Day period shall be reasonably extended if the defaulting Party has initiated the cure of said breach of default and is diligently proceeding therewith. In the event of an emergency, such cure period shall be twenty-four (24) hours following receipt of notice.

13. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Party.

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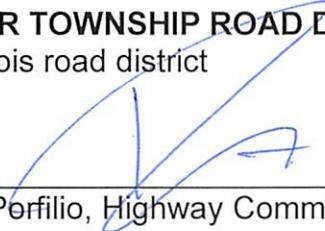
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on or as of the day and year first above written.

VILLAGE OF HOMER GLEN,
an Illinois home rule municipal corporation

By: 
George Yukich, Village Mayor

ATTEST:
By: 
Christina Neitzke-Troiike, Village Clerk

HOMER TOWNSHIP ROAD DISTRICT,
an Illinois road district

By: 
Brent Porfilio, Highway Commissioner