

**INTERGOVERNMENTAL AGREEMENT FOR
PUBLIC WORKS MUTUAL AID AND PURCHASE OF ROAD SALT
BY AND BETWEEN
MERIDIAN COMMUNITY UNIT SCHOOL DISTRICT 223
AND THE VILLAGE OF DAVIS JUNCTION**

THIS AGREEMENT is entered into as of the ____ day of November, 2024, by and between the Village of Davis Junction, an Illinois municipal corporation (“***Davis Junction***”) and Meridian Community Unit School District 223, a body politic and corporate lawfully organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (“***District***”) (collectively, the Village and District shall be known as the “***Parties***”).

IN CONSIDERATION OF, and in reliance upon the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. This Agreement is entered into pursuant to the Intergovernmental Cooperation provisions of Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et. seq.*, and Section 1-1-5 of the Illinois Municipal Code, 65 ILCS 5/1-1-5.

2. The Village provides municipal services to the residents of Davis Junction, all in accordance with authority granted by the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*).

3. The District provides education and related services to its residents.

4. The State of Illinois encourages intergovernmental cooperation between and amongst governmental bodies.

5. The Parties are mutually desirous of entering into this Agreement, whereby services, goods and equipment may be shared by and between the Village and District, as requested and authorized from time to time by the Parties as set forth herein.

6. In addition to the various types of mutual aid services, goods and equipment generally which may be requested under this Agreement, the District is additionally and specifically desirous of securing a source of available road salt on an as-needed basis for winter 2023-24.

7. The Village purchases road salt for in bulk through the State of Illinois Central Management Joint Purchasing Program and has surplus road salt on-hand from previous purchases pre-dating those relating to supplies for winter 2024-25 (“***Surplus Salt***”).

8. The Village desires to assist the District by allowing the District to purchase Surplus Salt from the Village in accordance with the terms set forth herein.

9. The Parties find and determine that it is in the best interests of the citizens of the Village and the residents of the District to enter into this Agreement.

10. Definitions. Unless the context otherwise requires, the following terms shall have the respective meanings set forth below:

A. Requesting Party. A party to this Agreement which, due to its perceived insufficient public works resources, equipment and/or personnel, desires the assistance of the Responding Party.

B. Responding Party. A party to this Agreement which provides public works resources, equipment and/or personnel to a Requesting Party.

11. Upon the Requesting Party's request, the Responding Party may provide public works resources, equipment, and/or personnel which the Responding Party deems available for use in assisting the Requesting Party. Requests for assistance must be in writing; however, the Responding Party may honor an oral request for assistance in the case of an emergency, and the Requesting Party must confirm its request in writing as soon as is practicable. Personnel from the Responding Party will report to, and work under, the direction and supervision of the Requesting Party; provided, however, that at all times, the personnel of the Responding Party shall remain employees of the Responding Party and shall adhere to the policies and procedures of their own employer.

12. Term. The Agreement shall be for a term of one (1) year from the date first written above. Notwithstanding the foregoing, the provisions of Paragraph 6 relating to the purchase of road salt shall only apply to the winter 2024-25 season. Either party may terminate this Agreement in its sole and absolute discretion with or without cause, upon 30 days written notice.

13. Reimbursement for Use of Public Works Resources, Equipment, and Services.

A. All resources, equipment, and services provided to the Requesting Party under this Agreement shall be provided without reimbursement to the Responding Party, except (i) as provided in Subsection 5.B and (ii) as provided herein related to the purchase of road salt by the District from the Village. Each Responding Party shall also be responsible, regardless of fault, for replacing or repairing any damage to its own vehicles or equipment that occurs while providing assistance under this Agreement.

B. The Requesting Party will pay the Responding Party a fee, for use of a Responding Party's employee in excess of 8 hours in a single day, equal to the amount the Responding Party ordinarily pays the employee for such overtime employment. The Responding Party shall present the Requesting Party with a monthly statement of charges that shall be due in full 30 days after receipt by the Requesting Party.

14. Road Salt.

A. The District authorizes the Village to provide road salt to the District for de-icing operations on an as needed basis.

B. The Village will identify a location on Village property for the District to access stored Surplus Salt and the District will have limited keyed access to this location for purposes of accessing Surplus Salt purchased from the Village. In the alternative, if the District desires to store the purchased Surplus Salt on its property, the location where it shall be stored shall be mutually agreed on by the Parties. The Village shall have no obligation to cover, tarp or otherwise take care of the District's salt following the District's purchase thereof. Additionally, the Village will assist the District with loading salt into a District vehicle. The Village shall use its own equipment and employees to load salt and at no time shall the District use any Village equipment to load salt.

C. The District shall pay the Village a price of \$120.00 per ton of road salt for during normal business hour pick up and \$199.00 per ton of road salt for after business hour pick up within thirty (30) days of the Village issuing the District an invoice, or in no case later than May 31, 2024.

D. The Parties agree that the Village makes no warranty or guarantee about the quality of the Surplus Salt it provides or its effectiveness in de-icing.

E. The Parties further agree that the Village shall be under no obligation to sell Surplus Salt to the District if the Village exhausts all of its existing and future supply of road salt procured or to be procured for the 2024-25 winter season and, in the Village's sole determination, may need the Surplus Salt for its own purposes.

F. The Parties agree that the Village shall not be responsible for any liability that arises, whether from intentional conduct, negligence, or any other form of conduct giving rise to liability, due to the District's storage, use, or application of salt it receives from the Village. District, its employees, contractors, agents and the like shall cause no damage to the Village's property when it is on it relative to the storage of salt. District shall be responsible for repairing all such damage at its sole cost and expense. The Village makes no warranty or representation about the condition of the property, the storage area, or any other property located around the Village's salt storage facilities.

15. For all actions or disputes that arise in connection with or as a result of this Agreement, resulting from any action by either party, or their respective officers, agents, volunteers, and employees, the Parties agree that each party and will be responsible for defending their own respective entity in any such action or dispute and that each party will be responsible for bearing their own costs, damages, losses, expenses, and attorneys fees; however each party agrees to indemnify and hold the other party harmless for the gross negligence or willful and wanton misconduct of the indemnifying party and its officers, agents, volunteers, and employees.

16. Each Responding Party shall assume sole responsibility for insuring or indemnifying its own employees, as provided by state, federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law just as if the employee would have been working as an employee of the Responding Party in its own home jurisdiction.

17. The Requesting Party agrees that this Agreement shall not give rise to any liability or responsibility for the failure of any party to this Agreement to respond to any request for assistance made pursuant to this Agreement.

18. With respect to the Village and the District, and their respective officers, agents, volunteers, and employees, performance under the terms of this Agreement shall not be deemed to waive any governmental immunity or defense to which one of the Parties would otherwise be entitled under statute or common law in the absence of this Agreement.

19. Termination. Either party may terminate this Agreement at any time by providing the other party with at least sixty (60) days prior written notice of such termination. In addition, the Parties may terminate this Agreement by mutual consent and agreement.

20. Insurance.

A. The Village and District agree that they will each obtain and maintain, at all times during the term of the Agreement, liability insurance policies, including coverage for automobile liability, personal injuries and property damage, issued by a company or companies authorized to do business in Illinois, licensed by the Department of Insurance of Illinois, with an "A-5" or better rating in the current edition of Best's Key Rating Guide, and in no event will such policies have less than the following coverage:

- i. Comprehensive general liability in the minimum amount of One Million Dollars (\$1,000,000.00) each occurrence and One Million Dollars (\$1,000,000.00) aggregate, as applicable, combining single limit, bodily injury and property damage.
- ii. A One Million Dollar (\$1,000,000.00) general liability umbrella coverage policy.
- iii. Comprehensive automobile liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage.
- iv. Workers' Compensation not less than the statutory minimum and Employer's Liability Insurance not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence for all of its employees, in strict compliance with state law, and will be solely responsible for accounting for, reporting and paying all costs in connection therewith.

- B. Each party may satisfy the insurance obligations herein through a self-insured intergovernmental risk pool or agency or through the party's self-insurance.
- C. The Parties shall furnish one another with certified copies of policies evidencing such insurance coverage on demand of the other Party.

20. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by email. Email notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i) (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; or (b) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of address or address shall be effective until actually received.

Notices and communications to the District shall be addressed to, and delivered at, the following address:

Meridian Community Unit School District 223
207 W. Main Street
Stillman Valley, IL 61084
Attention: Kenny Lamer
Email: klamer@mail.meridian223.org

With a copy to: Meridian Community Unit School District 223
207 W. Main Street
Stillman Valley, IL 61084
Attention: Superintendent

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Davis Junction
106 North Elm Street
Davis Junction, IL 61020
Attention: Rick Wurm, Village President
Email: president@davisjunction.com;
djclerk@davisjunction.com

With a copy to: Ancel Glink, P.C.
140 South Dearborn Street, Sixth Floor
Chicago, IL 60603
Attention: David S. Silverman
Email: dsilverman@ancelglink.com

B. Requests for Public Works Resources, Equipment, and. Services. In addition to those methods provided in Section 12.A above, a Requesting Party may make a request for services to a Responding Party by email at:

Meridian CUSD 223, Kenny Lamer: klamer@mail.meridian223.org

Davis Junction, Public Works Supervisor Bret Ferge: bferge@davisjunction.com

C. Governing Law. This Agreement shall be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

D. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supercedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

E. Amendment and Modifications. No amendment or modification to this Agreement shall be effective until reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

F. Authority to Execute. The Parties hereby warrant and represent to each other that: (i) the persons executing this Agreement on behalf of each Party have been properly authorized to do so by their respective Corporate Authorities; (ii) that each Party has the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement; (iii) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken by each Party; and (iv) that neither the execution of this Agreement nor the performance of the obligations assumed by each Party will (a) result in a breach or default under any other agreement or obligation of each Party or (b) violate any statute, law, restriction, court order or agreement to which each Party may be subject.

G. Calendar Days and Time. Any reference herein to “day” or “days” shall mean calendar and not business days. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday, or Federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or Federal Holiday.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

**MERIDIAN COMMUNITY UNIT
SCHOOL DISTRICT 223**, an Illinois body
corporate and politic

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

VILLAGE OF DAVIS JUNCTION, an
Illinois municipal corporation

By: _____

By: _____

Its: _____

Its: _____