

**INTERGOVERNMENTAL AGREEMENT
BETWEEN HOMER TOWNSHIP AND
THE HOMER TOWNSHIP ROAD DISTRICT**

This INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN HOMER TOWNSHIP AND THE HOMER TOWNSHIP ROAD DISTRICT ("Agreement") is made this 7th day of October 2024 ("Effective Date"), by and between Homer Township ("Township"), an Illinois local government, and the Homer Township Road District ("District"), an Illinois road district. Individually, the Township and 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 Township and District, to contract or otherwise associate amongst themselves in any manner not otherwise prohibited by law or ordinance; 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 Township and the District, to be combined and exercised jointly with any other unit of local government; and

WHEREAS, the Township has approved, planned, and begun construction on a new Civic Center (at the address commonly known as 15744 West 151st Street in Homer Township), as a public gathering place and event center for the benefit of all Township residents; and

WHEREAS, the Township has retained an architect and contractors for the planning and construction of the Civic Center, and such construction is underway; and

WHEREAS, the Township has committed certain funding for construction of the Civil Center, and has actively pursued other funding sources, such as grants and contributions from non-profit corporations, among other potential sources, to defray costs of the project and to preserve limited public resources; and

WHEREAS, the Township and District have a history of cooperation and sharing resources for the benefit of their residents, and, to assist the Township in its efforts with the Civic Center, the District wishes to contribute certain materials, services and/or resources to the Township, or on behalf of the Township, for the benefit of the Civic Center project; and

WHEREAS, the District intends to transfer certain construction materials and services, or an equivalent reimbursement value for the same, to, or on behalf of, the Township, in coordination with or in supplement to the contracted work to assist the Township in materials and construction costs savings; and

WHEREAS, the District, and areas maintained by the same, will mutually benefit from the property improvements near the Civil Center, including improved lighting and paving, among other benefits; and

WHEREAS, the District will coordinate with the Township for the transfer of these materials and services, or an equivalent reimbursement value for the same, either to the Township or to third-party contractors or entities as permitted by law; and

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 Township and the District agree as follows:

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

2. **Overview of Agreement.** The Parties desire that the District shares with the Township its services, materials, and/or funding for certain aspects of the Civic Center construction project as described below. The Parties will use their best efforts to coordinate the transfer of such services, materials, and/or funding from the District to the Township, or alternatively to third parties on behalf of the Township, as needed and permitted by law, to defray construction and materials costs for the Township. The Township agrees that all services, materials, and/or funding from the District shall only be used for the benefit of the Civic Center project improvements identified in paragraph 3 (including possible reimbursement of certain construction materials or services costs already incurred by the Township). The Parties believe that these transfers can be accomplished as set forth in this Agreement. In the event that these mutual and acknowledged assumptions are incorrect, then the Parties agree to make such modifications or amendments to this Agreement that are necessary to implement the assumptions and intents of the Parties.

3. **Shared Materials, Services, And/Or Costs.** The District wishes to assist the Township with the following improvements for the Civic Center construction project:

- a. Parking lot or surface paving;
- b. Concrete for sidewalks on the project; and
- c. Lighting for the exterior of the project.

In coordination with the Township, the District shall share or transfer for the benefit of the Township either material, services, and/or reimbursement funds in a value not to exceed one hundred eighty thousand dollars (\$180,000.00) in direct connection with the improvements identified above.

4. **Township obligations.** Township agrees use all material, services, and/or reimbursement funds received from the District only for the improvements identified above, and to use its best efforts in coordination with the District and its contractors to use or incorporate the material, services, and/or reimbursement funds in a manner that maximizes mutual benefits to the District. Upon demand by the District, the Township shall provide to the District documentation identifying the receipt – and use – of the material, services, and/or reimbursement funds so transferred to, or on behalf of, the Township for the project.

5. **Effective Date and Term.** This Agreement shall be in full force and effect from

the Effective Date, which shall be the last date on which the Township or the District executes this Agreement.

6. Notices. All notices, certificates, approvals, consents or other communications 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, or (3) regular US mail.

If to District:

Homer Township Road District, 14500 W. 151st Street
Homer Glen, Illinois 60491
Attn: Highway Commissioner

If to Township:

Home Township, 14350 W. 151st Street
Homer Glen, Illinois 60491
Attention: Township Supervisor

7. 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.

8. Amendments. The Parties agree that this Agreement may be amended only by the mutual written consent of the Parties by means of the same procedures used to adopt this Agreement and authorize its execution in the first instance, unless otherwise provided herein.

9. 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.

10. No Third-Party Beneficiaries. This Agreement and the covenants herein contained are made solely for the benefits of the Parties, and their respective successors, assigns, affiliates and representatives and no other person shall be entitled to any rights hereunder.

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

12. No Conflict of Interest. No elected official, officer, agent or employee of the Township or the District has or shall have any personal interest, direct or indirect, in this Agreement; nor shall any such elected officials, officers, agents or employees participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

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

HOMER TOWNSHIP

By: Stephen Balich
Township Supervisor

ATTEST:

By: Debra
Township Clerk

HOMER TOWNSHIP ROAD DISTRICT

By: John
Highway Commissioner

