

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
SOUTH DIXON TOWNSHIP AND LEE COUNTY**

THIS AGREEMENT, (the “Agreement”) is made into as of \_\_\_\_\_, 2023 by and between Lee County, Illinois (referred to herein as the “County”) and South Dixon Township, Illinois (the “Township”). The County and Township may each be referred to herein as a “Party” and together, as the “Parties”.

WITNESETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate 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 ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, as amended, (5 ILCS220/1 et. seq.) also authorizes units of local government to exercise and enjoy jointly their powers, privileges or authority, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the Township is charged with the responsibility for construction, maintenance, and repair of the buildings on their respective properties; and

WHEREAS, the Township is authorized to enter into agreements with any other units of government; and

WHEREAS, The County, by way of its County Board is authorized to enter into agreements with any other units of government; and

WHEREAS, it is desirous of both Parties, in the name of public safety, fiscal responsibility, efficiency in use of public equipment and property, and municipal cooperation, to share a site on Township property to store and dispense road salt for the mutual benefit of the Parties; and

WHEREAS, the Township and County have set forth in this document all agreements, conditions, provisions, expectations, and prohibitions and have set forth the intentions of both governmental bodies.

NOW THEREFORE, in consideration of the mutual undertaking and covenants of the Parties hereto as herein set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals.

The above recitals are incorporated into and shall become a part of this Intergovernmental Agreement as though fully set forth herein.

2. Responsibility of Parties.

A. South Dixon Township shall be responsible for the following:

- Constructing, maintaining, and repairing a salt storage building capable of holding no less than 350 tons of salt in accordance with all Federal, State and Local laws and regulations.
- Providing an indoor, heated space of sufficient size to store a county end loader during the winter months of November through March.
- Provide the County with complete twenty-four-hour access to the indoor storage space for the County end loader.
- Provide the County with complete twenty-four-hour access to the salt storage facility.
- Periodically provide electricity to actuate engine block heaters for no more than two plow trucks at a time.
- Provide fuel for the County end loader in so far as it is being used to load salt onto plow trucks.

B. The County shall be responsible for the following:

- Keeping the salt shed sufficiently stocked with salt.
- Providing the Township with up to 100 tons of salt per year on an as needed basis.
- Providing an end loader to load salt and/or traction control aggregate chips onto both Parties plow trucks.

3. Liability of Agencies

A. Each Party shall hold harmless the other for damages incurred due to incompetence or neglect of duty of either Party.

4. Effective Date.

This agreement shall be effective, enforceable, and binding upon both parties when executed by both the County and the Township, and, when the salt storage facility is complete and fully functional.

5. Amendment.

No amendments shall be made to this agreement unless agreed to in writing by both the Parties.

6. Termination.

South Dixon Township agrees that it will not terminate this agreement without giving the Lee County Board written notice at least 12 months prior to such termination. The Lee County Board may, at its discretion, release South Dixon Township from the agreement before the expiration of the 12 months' notice required by the above stipulation. It is further understood and agreed that the Lee County Board, at its discretion, has the right to terminate this agreement by giving written notice to South Dixon Township at least 12 months prior to such termination. South Dixon Township may, at its discretion, release the Lee County Board from the agreement before the expiration of the 12 months' notice required by the above stipulation.

IN WITNESS WHEREOF, the parties set their hands and seals on the dates indicated below.

South Dixon Township

Lee County Board

By: \_\_\_\_\_  
Township Supervisor

By: \_\_\_\_\_  
Lee County Board Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Township Clerk

Attest: \_\_\_\_\_  
Lee County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_