

**MCHENRY COUNTY CONSERVATION DISTRICT
RESOLUTION #20-95**

**AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN
MARENGO TOWNSHIP ROAD DISTRICT AND
THE MCHENRY COUNTY CONSERVATION DISTRICT
FOR THE PROCUREMENT OF ROAD SALT**

WHEREAS, the McHenry County Conservation District (hereinafter referred to as the "District") and Marengo Township Road District (hereinafter referred to as the "Road District") are units of local government authorized by the Illinois Constitution (Il Const. Art VII §10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to contract with each other and otherwise agree amongst themselves and undertake certain transactions with each other; and

WHEREAS, the District's ability to access road salt from the Road District stock pile during snow events will increase the efficiency of District staff by reducing the time between snow event and when the sites are safe for public use; and

WHEREAS, the Road District has the authority to procure road salt and desires to work collaboratively to sell road salt to the District to increase efficiencies; and

WHEREAS, the parties hereto have determined that it is in the best interest of the public for the entities to cooperatively coordinate the purchase of road salt for the 2020-21 winter season; and

WHEREAS, all the parties have reached agreement as to the terms of the use of the procurement of road salt beginning with the 2020 winter season.

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the District that it is necessary, desirable, and in the best interest of the District to execute the License Agreement, and the President and Secretary of the Board of Trustees are hereby authorized to execute this resolution and the Executive Director is authorized to execute said Agreement as attached.

BE IT FURTHER RESOLVED, that the Secretary of the Board of Trustees be directed to provide a copy of this resolution to the Road District.


IN WITNESS WHEREOF, this Resolution #20-95 has been executed this 20th day of October 2020, by the President and attested by the Secretary of the Board of Trustees of the District.

Ayes: 7

Nays: 0

Absent: 0

Abstain: 0



JOHN HENNING, PRESIDENT
BOARD OF TRUSTEES



CAROLYN CAMPBELL, SECRETARY
BOARD OF TRUSTEES

INTERGOVERNMENTAL AGREEMENT BETWEEN MARENGO TOWNSHIP ROAD DISTRICT AND MCHENRY COUNTY CONSERVATION DISTRICT FOR THE PURCHASE/REPLACEMENT OF SALT

This Agreement is made and entered into this 20 day of October, 2020, between Marengo Township Road District ("Seller"), a unit of government, and McHenry County Conservation District ("Buyer"), a unit of government.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate between and among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from seller, Road Salt (the "Asset") on an as needed basis.

WHEREAS, Seller has the authority to sell the Asset pursuant to 605 ILCS 5/6-201.10-1, and Buyer has authority to purchase the Asset pursuant to 70 ILCS 410/12(e);

NOW THEREFORE, in consideration of the mutual promises and undertakings exchanged in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated as though fully set forth in this Section 1.
2. Seller does hereby sell, transfer, convey, assign, and authorize Buyer to use Road Salt procured by the Seller for the winter season on a load for load, as needed basis. Buyer shall be solely responsible for determining when it is necessary to access, remove and use Road Salt, and where such Road Salt may be used. Buyer shall also be responsible for documenting the number of loads of Seller's Road Salt used by Buyer during the winter season, the dates the loads of salt were removed, from which facility the salt was removed, and the dates Buyer replenished Seller's Road Salt supply. Buyer shall share such documentation with the Seller upon Seller's reasonable request.
3. In consideration of the sale, transfer, assignment and conveyances of the Asset, Buyer shall, subject to the terms and conditions of this Agreement, replenish said salt on a load for load basis within ninety (90) days of Buyer removing such load of salt. Buyer shall deliver replenishment salt to the facility from which it was removed. If Buyer is unable to deliver replenishment salt within ninety (90) days of removal Buyer shall purchase said salt for the cost per ton paid by the Seller to the supplier that has the contract for the Seller's Salt. Seller shall provide the Buyer with written notice of the cost per ton paid by the Seller to the supplier(s) immediately upon Seller and supplier entering a contract and upon approval of any subsequent amendments thereto.
4. During the term of this Agreement, Seller shall grant to or cause to be made available to Buyer, its employees, officials, contractors and representatives, reasonable and necessary nonexclusive

access to the Seller's Road Salt, including, without limitation, Seller's Road Salt storage facilities. Buyer shall comply with generally accepted safety procedures, which may from time to time be communicated to Buyer by Seller.

5. Buyer and Seller (collectively, the "Parties") shall defend, indemnify and hold harmless each other and their, employees, elected and appointed officials, officers, directors, volunteers, contractors, representatives, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with this Agreement, any services provided hereunder, or the Parties performance of their duties and obligations. This section shall not apply to the extent that any loss or damage is caused by the negligence or willful misconduct on the part of the Parties. If Buyer and Seller are both negligent, damages shall be apportioned in accordance with the percentage of negligence of each party. This paragraph is not intended to benefit entities not a party to this Agreement.

6. This Agreement shall commence on the date signed by each party and terminate on May 1, 2021 unless or until terminated by either party pursuant to Paragraph 9 herein.

7. The services of Buyer shall be rendered as an independent contractor and not as an employee for Seller. Likewise, the services of Seller shall be rendered as an independent contractor and not as an employee for Buyer. Nothing contained in this Agreement shall be deemed or construed to create any relationship of principal and agent, or of limited or general partnership, or of joint venture, or of any association by and between Buyer and Seller.

8. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

9. Notwithstanding the foregoing, either the Buyer or the Seller may, at any time, terminate this Agreement with or without cause. Any termination shall be effective immediately upon written notice is given of said termination by either party to the other.

MARENGO TOWNSHIP ROAD DISTRICT



Signature

Jake Adamson

Print name

Highway Commissioner

Title

9/8/2020

Date

MCHENRY COUNTY CONSERVATION DISTRICT



Signature

ELIZABETH S. KESSLER

Print name

EXECUTIVE DIRECTOR

Title

10/20/2020

Date