

RESOLUTION 2026-10

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAPLE PARK AND THE COUNTY OF DEKALB, ILLINOIS

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10 provides that units of local government may contract or otherwise 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 by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Village of Maple Park and DeKalb County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Village of Maple Park is desirous of DeKalb County's assistance to participate with the State of Illinois through the Central Management Services (CMS) solicitation for the rock salt joint purchase master contract; and

WHEREAS, DeKalb County and the Village of Maple Park have determined that in regards to the purchasing and invoicing, DeKalb County shall handle the primary facets of the bidding and contracting process through CMS; and

WHEREAS, in the judgment of the corporate authorities of the Village, it is in the best interest of the Village and its residents that Maple Park enter into the Agreement attached to this Resolution as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois, as follows:

Section 1. The recitals listed above are incorporated into this Resolution as if fully set forth in Section 1.

Section 2. The Village President is hereby authorized to execute the proposed Intergovernmental Agreement attached hereto as Exhibit "A", or a revised Intergovernmental Agreement which is substantially similar to said Exhibit "A" on behalf of the Village.

ADOPTED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on July 7, 2026.

Ayes: WARD, BINGLEY, GROEZINGER, PELOSO, SPEARE

Nays: N/A

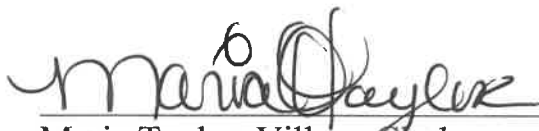
Absent: SIMON

SIGNED by the Village President on the 7th day of July, 2026.




Chris Rebone, Village President

ATTEST:


Maria Taylor, Village Clerk

**RESOLUTION
R2026-075**

**A RESOLUTION APPROVING ONE LOCAL AGENCY
INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF JOINT
SALT PURCHASING THROUGH DEKALB COUNTY.**

Be it resolved by the DeKalb County Board of the County of DeKalb, Illinois as follows:

WHEREAS, the DeKalb County Board deems it appropriate to enter into an agreement with local agencies that are desirous of DeKalb County to participate with the State of Illinois through the Central Management Services (CMS) solicitation for the rock salt joint purchase master contract; and

WHEREAS, DeKalb County and the Local Agency have determined that in regards to the purchasing and invoices, DeKalb County shall handle the primary facets of the bidding and contracting process through CMS; and

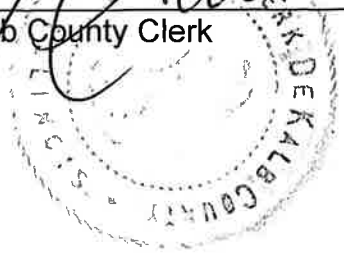
NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that it does authorize the Chairman to execute Intergovernmental Agreements with the following Local Agency from this date forward and remain in effect until the end of DeKalb County's 2026-2027 contract with CMS or final reimbursement payment received from Local Agency, whichever is later;

Village of Maple Park

PASSED THIS 19th DAY OF AUGUST 2026 AT SYCAMORE, ILLINOIS

ATTEST:


DeKalb County Clerk



SIGNED:


DeKalb County Board Chair

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF JOINT SALT PURCHASING FOR THE VILLAGE OF MAPLE PARK IN DEKALB COUNTY, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT (*"the Agreement"*) is entered into by and between the County of DeKalb, a unit of local government of the State of Illinois (*"DeKalb County"*) and the Village of Maple Park (*"Local Agency"*), a unit of local government of the State of Illinois.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10 provides that units of local government may contract or otherwise 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 by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, Local Agency and DeKalb County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Local Agency is desirous of DeKalb County's assistance to participate with the State of Illinois through the Central Management Services (CMS) solicitation for the rock salt joint purchase master contract; and

WHEREAS, DeKalb County and the Local Agency have determined that in regards to the purchasing and invoicing, DeKalb County shall handle the primary facets of the bidding and contracting process through CMS.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. DeKalb County's responsibilities are as follows:

- a. DeKalb County will place the initial contract order request with CMS for soliciting a contracted low bid price on a timely basis as requested by the Local Agency.
- b. DeKalb County will place delivery orders as requested from the Local Agency throughout the term of each salt season.

- c. DeKalb County will notify the Local Agency of the awarded low price given by the CMS solicitation process and ordering start date for each season.
- d. DeKalb County will oversee through CMS that the salt vendor complies with the rules and regulations directed by the State of Illinois contract.
- e. DeKalb County will pay the Vendor's invoice per the contract agreement on behalf of the Local Agency to then submit an invoice for full reimbursement to each Local Agency.
- f. Upon salt product deliveries, DeKalb County, through the DeKalb County Highway Department, shall provide the Local Agency with an invoice for full reimbursement costs to be paid by the Local Agency in a timely manner.
- g. DeKalb County shall provide no less than one invoice after the end of the winter season to the Local Agency and no more than one invoice per month during the contract period.

Section 3. The Local Agency agrees to the following:

- a. The Local Agency shall appropriate and earmark funds prior to making an initial contract order so as to have funds available upon invoicing by DeKalb County.
- b. The Local agency will receive between 80% and 120% of their initial contract order request amount.
- c. The Local Agency has the right to request the DeKalb County Highway Department invoice no less than one invoice after the end of the winter season and no more than one invoice per month during the contract period.
- d. The Local Agency shall accept the low bidder's price awarded by the CMS solicitation process.
- e. Upon receipt of invoices(s) by the DeKalb County Highway Department, the Local Agency agrees to reimburse DeKalb County for the entire Local Agency costs after receipt of an invoice for same and approval for payment through routine processing by the Local Agency at their next scheduled meeting following receipt.

Section 4. General Terms & Conditions:

- a. Either party's failure to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations with respect to this Agreement will constitute a Default. However, prior to declaring a Default and seeking legal remedies, the other party shall notify the defaulting party in writing and allow that party thirty (30) days from the date of receipt of the notice to cure the default. If the default is not

cured within 30 days of receipt of such notice, then the aggrieved party shall be able to pursue and secure by an action at law or in equity, any available remedy, including but not limited to the specific performance of the agreement contained herein.

- b. The Parties, each at its sole expense, shall indemnify, defend and hold harmless the other Party, its officers, agents, servants, employees, and elected officials from and against any and all lawsuits, claims, causes of action, demands, liability and judgments for injury or damages to persons or property (including, but not limited to, expenses for reasonable attorneys' fees and disbursements and liabilities assumed by the other Party in connection therewith), in any way arising out of or through the negligent, willful & wanton, or intentional acts or omissions or breach of this Agreement, or any representation hereunder, of the indemnifying Party, its officers, agents, servants and employees, except to the extent caused by the negligence, breach of this Agreement or any representation hereunder, or willful & wanton, intentional actions or omissions of the other Party, its officers, elected officials, agents, servants or employees. The parties shall each shall give the other Party immediate written notice of any lawsuit, claim, cause of action, action, demand, liability and judgment which may be subject to this provision. This indemnification provision shall survive termination of this Agreement.
- c. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.
- d. All notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

If to DeKalb County: DeKalb County Engineer
1826 Barber Greene Road
DeKalb, Illinois 60115

If in regards to Section 4 of this agreement a copy shall be sent to the State's Attorney's Office at 133 W State St, Sycamore, IL 60178.

If to Local Agency: Village of Maple Park
302 Willow Street
P.O. Box 220
Maple Park, IL 60151

Or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time.

- e. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Illinois, Twenty-Third Judicial Circuit, State of Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired thereby.
- f. The Local Agency and DeKalb County agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach. No endorsement or statement on any check or correspondence accompanying a check for payment shall be deemed as an accord and satisfaction and DeKalb County may accept such payment without prejudice to its rights to recover the balance of agency costs still owed.
- g. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- h. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
- i. Nothing contained in this Agreement, nor any act of DeKalb County or the Local Agency pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving DeKalb County and the Local Agency.
- j. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming

a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

- k. The Term of Agreement shall commence upon the execution of this document by both DeKalb County and Local Agency, and remain in effect until the end of DeKalb County's contract with CMS for the 2026-2027 salt season, or the final reimbursement payment is received by DeKalb County from the Local Agency, whichever is later.
- l. DeKalb County and Local Agency each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- m. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged and agreed to by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date(s) below.

County of DeKalb, a unit of local
Government, of the State of Illinois

By: John Frieden
DeKalb County Board Chair

Date: 8-19-2024

Village of Maple Park, a unit of local
Government, of the State of Illinois

By: [Signature]
Village of Maple Park President

Date: 7-30-26

ATTEST:

By: [Signature]
DeKalb County Clerk



ATTEST:

By: [Signature]
Village Clerk