

WHEATLAND TOWNSHIP, WILL COUNTY, ILLINOIS

RESOLUTION #25-10-R

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
WHEATLAND TOWNSHIP, ILLINOIS AND DUPAGE TOWNSHIP, ILLINOIS
FOR GENERAL ASSISTANCE APPLICATION SERVICES**

WHEREAS, Wheatland Township, Will County, Illinois, is a duly organized unit of local government operating under the Illinois Township Code, 60 ILCS 1/1-1 et seq.; and,

WHEREAS, DuPage Township, Will County, Illinois, is also a duly organized unit of local government under the same statute; and,

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize units of local government to enter into intergovernmental agreements to share services and cooperate in the exercise of their powers; and,

WHEREAS, DuPage Township offers services related to the administration of General Assistance, and Wheatland Township has determined it is in the best interest of its residents to partner with DuPage Township for General Assistance application support; and,

WHEREAS, Wheatland Township and DuPage Township have negotiated the terms of an Intergovernmental Agreement under which DuPage Township will process General Assistance applications for Wheatland Township residents for a fee of fifty dollars (\$50.00) per application submitted, and under which Wheatland Township will remain financially responsible for all approved assistance; and,

WHEREAS, the Wheatland Township Board of Trustees finds it to be in the best interests of the Township and its residents to approve the Intergovernmental Agreement and authorize the Supervisor to execute it.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Wheatland Township, Will County, Illinois, as follows:

Section 1: Approval of Agreement. The Intergovernmental Agreement between Wheatland Township and DuPage Township, attached hereto as Exhibit A, is hereby approved in substantially the form presented.

Section 2: Authorization to Execute. The Township Supervisor, Michael Crouner, is hereby authorized and directed to execute the Intergovernmental Agreement and to take such further actions as are necessary to carry out the intent of this Resolution.

Section 3: Effective Date. This Resolution shall be in full force and effect immediately upon its passage and approval.

ADOPTED AND APPROVED this 12th day of June, 2025, by the Wheatland Township Board of Trustees, Will County, Illinois.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Supervisor Michael Crowner	_____	_____	_____
Trustee Mary Frances	_____	_____	_____
Trustee Matt Glowiak	_____	_____	_____
Trustee Jeff Klein	_____	_____	_____
Trustee Margaret Tyson	_____	_____	_____

Approved:

Attest:

Supervisor Michael Crowner

Clerk Terry Jones

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN
DUPAGE TOWNSHIP, ILLINOIS, AND WHEATLAND TOWNSHIP, ILLINOIS**

This Intergovernmental Agreement (hereinafter, "Agreement") is entered into this ____ day of _____ 2025, by and between DuPage Township, an Illinois unit of local government (hereinafter, "DuPage Township"), and Wheatland Township, an Illinois unit of local government (hereinafter the "Wheatland Township").

RECITALS

WHEREAS, DuPage Township, Illinois, ("DuPage Township"), is a unit of local government established under the Illinois Township Code, 60 ILCS 1/1-1, et. seq; and,

WHEREAS, Wheatland Township ("Wheatland Township") is a unit of local government established under the Illinois Township Code, 60 ILCS 1/1-1, et. seq; and,

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois provides that units of local government may contract 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,

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq. provides additional powers to units of local government that work together; and

WHEREAS, DuPage Township and Wheatland Township have determined that it is in the best interests of each of them, respectively, to enter into the terms of this Intergovernmental Agreement, and that their residents and constituents will receive benefits from this Intergovernmental Agreement;

NOW, THEREFORE, inconsideration of the mutual agreements contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed by and between the parties as follows:

SECTION 1: PRELIMINARY PARAGRAPHS. The preliminary paragraphs set forth above are incorporated herein as part of this Intergovernmental Agreement.

SECTION 2: TERM OF AGREEMENT. This Agreement shall commence immediately upon the approval of this Agreement by the DuPage Township Board and the approval of this Agreement by the Wheatland Township Board. This Agreement shall terminate on May 1, 2029.

Notwithstanding anything contained in this Agreement contrary, either party may terminate this Agreement prior to May 1, 2029, but only on 180 days notice to the other party.

SECTION 3: SERVICES. DuPage Township shall offer General Assistance services to Wheatland Township residents limited to the application process for all programs. This service shall be available to Wheatland Township residents by appointment only. Wheatland Township

shall be responsible for contacting the DuPage Township General Assistance Director and arranging for appointments for its residents.

SECTION 4: PAYMENT FOR SERVICES. Wheatland Township agrees to pay the DuPage Township fifty dollars (\$50.00) for each application submitted by a Wheatland Township resident and processed by DuPage Township. If a Wheatland Township resident qualifies for general assistance or emergency assistance, Wheatland Township shall be responsible for the payment of any such funds.

SECTION 5: INDEMNIFICATION. DuPage Township, its employees and contractors shall indemnify and hold harmless the Wheatland Township and any of its officers, officials, employees, or agents from any and all claims, demands, liability, loss, damages, fines penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of DuPage Township or any of its officers, officials, employees, contractors or agents related to services performed under this Intergovernmental Agreement. Wheatland Township, its employees and contractors shall indemnify and hold harmless DuPage Township and any of its officers, officials, employees, or agents from any and all claims, demands, liability, loss, damages, fines penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Wheatland or any of its officers, officials, employees, contractors or agents related to the terms of this Intergovernmental Agreement. Both parties shall name each other as an additional insured on their insurance policies and provide each other with copies of their certificates of insurance policies so stating.

SECTION 6: PUBLIC LIABILITY INSURANCE. The parties shall each carry public liability insurance in an amount of not less than \$1,000,000.00 per person, per occurrence, and such policies shall name the other party as an additional insured for the terms performed pursuant to this Agreement. Both parties shall provide each other with copies of their certificates of insurance policies so stating.

SECTION 7: SEVERABILITY. If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent permitted by law.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and date appearing before their respective signatures.

ADOPTED by the Supervisor and Board of Trustees of DuPage Township, Will County, Illinois this ____ day of ____ 2025, pursuant to a roll call vote, as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Supervisor Marshcke	_____	_____	_____
Trustee Braxton	_____	_____	_____
Trustee Jackson	_____	_____	_____
Trustee Parks	_____	_____	_____
Trustee Ransom	_____	_____	_____

Dated: _____

DUPAGE TOWNSHIP

Signed:

Township Supervisor

ATTEST:

Township Clerk

ADOPTED by the Supervisor and Board of Trustees of Wheatland Township, Will County, Illinois this 12th day of June 2025, pursuant to a roll call vote, as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Supervisor Michael Crowner	_____	_____	_____
Trustee Mary Frances	_____	_____	_____
Trustee Matt Glowiak	_____	_____	_____
Trustee Jeff Klein	_____	_____	_____
Trustee Margaret Tyson	_____	_____	_____

Dated: _____

DUPAGE TOWNSHIP

Signed:

Township Supervisor

ATTEST:

Township Clerk