

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MAINE TOWNSHIP AND THE MAINE TOWNSHIP ROAD DISTRICT
FOR THE SALE AND PURCHASE OF A VEHICLE**

This Intergovernmental Agreement (hereinafter, "Agreement") is made and entered into this 23RD day of December, 2025, by and between Maine Township, an Illinois township (hereinafter, the "**Township**"), and the Maine Township Road District, an Illinois unit of local government (hereinafter the "**Road District**") (individually, "Party," and collectively, the "Parties").

RECITALS

WHEREAS, Maine Township is a unit of local government lawfully organized and existing under the Constitution and laws of the State of Illinois; and

WHEREAS, the Maine Township Road District is a unit of local government established under the Illinois Highway Code, 605 ILCS 5/6-101, et. seq.; and,

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to 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, Section 5 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/5, authorizes public agencies to contract with one another to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law;

WHEREAS, the Road District owns a 2022 Ford F-150 Pickup with Plow Attachment more fully described in Exhibit A of this Agreement (hereinafter the "**Vehicle**"); and

WHEREAS, the Road District is authorized to lease or sell personal property at any time during the year upon the request of the Township Highway Commissioner (60 ILCS 1/30-50(d)); and

WHEREAS, the Township Highway Commissioner has determined that the Vehicle is no longer necessary for the Road District's operations and has declared the Vehicle surplus; and

WHEREAS, the Township desires to purchase the Vehicle from the Road District for official Township use; and

WHEREAS, under Section 30-50(d) of the Illinois Township Code (60 ILCS 1/30-50(d), the notice and competitive bidding procedures for the sale of surplus personal property shall not be followed when the property is declared surplus by the Highway Commissioner and sold to another governmental body; and

WHEREAS, the Township and the Road District have determined that it is in the best interests of each, respectively, to enter into the terms of this Agreement go govern the purchase and sale of the Vehicle.

NOW, THEREFORE, in consideration of the mutual agreements and covenants 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: RECITALS. The foregoing recitals are incorporated as though fully set forth herein and are part of this Agreement.

SECTION 2: PURCHASE AND SALE OF THE VEHICLE. The Road District shall sell and transfer ownership of the Vehicle to the Township in exchange for the Township paying the Road District One Dollar (\$1.00) for the Vehicle within thirty (30) days of the execution and approval of this Agreement. The Township shall be responsible for transferring the Vehicle's registration, title, and license plates into the Township's name and is solely responsible for any taxes, fees or expenses associated with the transfers. The Road District will reasonably cooperate with the Township to effectuate the transfer of the Vehicle's registration and title to the Township.

SECTION 3: NO WARRANTY. The Parties agree that the Township is purchasing the Vehicle "as is." The Road District makes no warranty or representation, express, implied or otherwise, including but not limited to any warranties of merchantability or fitness for a particular purpose, concerning the condition of the Vehicle.

SECTION 4: RELATIONSHIP. 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 the Township and the Road District.

SECTION 5: SEVERABILITY AND WAIVER. If any portion of this Agreement is held invalid, unenforceable or otherwise inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other Party any term or provision of this Agreement shall be deemed not to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision.

SECTION 6: ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing, executed by Township and the Road District. There are no third party rights or benefits under this Agreement.

SECTION 7: AUTHORITY. The Parties warrant and guarantee that they have proper and complete authority to enter into this Agreement and perform in accordance with this Agreement's terms.

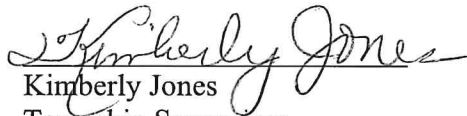
SECTION 8: COUNTERPARTS. This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall

constitute one and the same instrument.

SECTION 9: HEADINGS. Headings of particular paragraphs are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the paragraphs to which they refer.


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

MAINE TOWNSHIP


Kimberly Jones
Township Supervisor

Date: 12/23/25

MAINE TOWNSHIP ROAD DISTRICT


Ed Beauvais
Highway Commissioner

Date: 12/23/2025

EXHIBIT A
VEHICLE

Vehicle and Plow Attachment to be conveyed by the Road District to the Township:

- 2022 FORD F150 Pickup
- VIN: 1FTFX1E5XNKD98538
- Boss- 7 foot 6 inch snow plow with lights
- Serial # 412601061
- Part # STB 18976