

Item #4:

Resolution Approving IGA With Ela Township For PW Services

VILLAGE OF LONG GROVE

RESOLUTION NO. 2016-R-_____

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF LONG GROVE AND ELA TOWNSHIP HIGHWAY DEPARTMENT

WHEREAS, the Village of Long Grove is a non-home rule Illinois municipality; and

WHEREAS, the Ela Township Highway Department ("**Highway Department**") 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 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. authorizes Illinois public bodies to combine, transfer, and enjoy jointly with other public bodies any of their powers, privileges, functions, or authority; and

WHEREAS, the Village and the Highway Department have determined that it is in the best interests of each of them, respectively, to enter into an intergovernmental agreement for the provision of roadway maintenance and other public works services by the Township to the Village in substantially the form attached to this Resolution as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Long Grove, Lake County and State of Illinois, as follows:

SECTION 1. Recitals. The foregoing recitals are incorporated into this Resolution as findings of the President and Board of Trustees.

SECTION 2. Approval of Intergovernmental Agreement; Authorization. The President and Board of Trustees hereby approve the Agreement in substantially the form

attached hereto as Exhibit A, and in a final form to be approved by the Village Manager in consultation with the Village Attorney. The Village President and Village Clerk are hereby authorized to execute and attest the Agreement in its final form on behalf of the Village.

SECTION 3. Effective Date. This Resolution will be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ___ day of _____, 2016.

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED this ___ day of _____, 2016.

Angela Underwood, Village President

ATTEST:

Heidi Locker-Scheer, Village Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LONG GROVE,
ILLINOIS, AND ELA TOWNSHIP HIGHWAY DEPARTMENT, LAKE COUNTY, ILLINOIS**

This Intergovernmental Agreement (hereinafter, "**Agreement**") is entered into this ____ day of _____, 2016, by and between the Village of Long Grove, an Illinois non-home rule municipality ("**Village**"), and the Ela Township Highway Department, an Illinois unit of local government ("**Highway Department**").

RECITALS

WHEREAS, the Village is a non-home rule municipality lawfully organized and existing under the Constitution and laws of the State of Illinois; and

WHEREAS, the Highway Department is a unit of local government lawfully organized and existing under the Illinois Highway Code, 605 ILCS 5/6-101, et seq.; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, 1970, 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

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. authorizes Illinois public bodies to combine, transfer, and enjoy jointly with other public bodies any of their powers, privileges, functions, or authority; and

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

NOW, THEREFORE, in consideration 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: RECITALS. The recitals set forth above are incorporated herein as part of this Agreement.

SECTION 2: TERM OF AGREEMENT. This Agreement shall commence upon its approval and execution by both the Highway Department and the Village ("**Commencement Date**") and shall terminate on the date that is five years after the Commencement Date.

SECTION 3: SERVICES. The Highway Department shall provide to the Village the services specified in Exhibits A and B ("**Services**"), attached hereto, as requested by the Village in writing ("**Service Request**").

SECTION 4: PAYMENT FOR SERVICES. The Village agrees to pay the Highway Department on a time and material basis for all Services requested by the Village in a Service Request and performed by the Highway Department in accordance with the Terms

of Payment set forth in Exhibit C hereto. Charges for labor and equipment shall be based on the Highway Department's labor rates as set forth in Exhibit D hereto. The Village shall pay the Highway Department the cost of any materials used for the Village as invoiced by the Highway Department. If requested by the Village in connection with a Service Request, the Highway Department will provide to the Village a written estimate of labor and material costs and obtain the Village's authorization before beginning work.

SECTION 5: INDEMNIFICATION. The Highway Department, its employees and contractors shall indemnify and hold harmless the Village 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 the Highway Department or any of its officers, officials, employees, contractors or agents related to services performed under this Agreement. The Village, its employees, and contractors shall indemnify and hold harmless the Highway Department and any of its officers, officials, employees, or agents from any and all 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 the Village or any of its officers, officials, employees, contractors or agents related to the terms of this 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.

SECTION 8: NOTICES. All notices and other written communications in connection with this Agreement shall be deemed delivered to the addressee thereof when delivered by hand delivery, e-mail, or fax at the addresses set forth below, or three business days after deposit thereof in any main or branch United States post office, overnight express delivery, or mailed by United States registered mail or certified mail, postage prepaid, properly addressed to the Parties, respectively, as follows:

For notices and communications to the Highway Department:

Ela Township Highway Dept.
Attn: Highway Commissioner
23605 N. Echo Lake Road
Lake Zurich, IL 60047
Email: _____
Fax: 847-438-0457

For notices and communications to Long Grove:

Village of Long Grove
3110 Old McHenry Road
Long Grove, IL 60047
Attention: Village Manager
Email: dlothspeich@longgrove.net
Fax: 847-634-9408

By written notice complying with this Section, each Party shall have the right to change the address or addressee, or both, for all future notices and communications to such Party, but no notice of a change of address shall be effective until actually received.

SECTION 9. ADDITIONAL CONTACT INFORMATION. Each Party shall designate and provide contact information for one or more responsible individuals who can be reached regarding matters relating to this Agreement. Initially, the Parties designate the following:

Contact information for Ela Township:

Pam Saubert
Bill Kruckenberg
Jeff Thompson
Telephone: (Ela Township main office): 847-438-2371
Cell (Bill Kruckenberg): 847-561-4237
Cell (Jeff Thompson): 847-812-3577
Email (Bill Kruckenberg and Pam Saubert): elahwydept@comcast.net
Email (Jeff Thompson): elahwygarage@comcast.net

Contact information for Long Grove:

David Lothspeich, Village Manager
Telephone: 847-634-9440
Email: dlothspeich@longgrove.net

By written notice complying with Section 8, each Party shall have the right to change the designated individual(s) or contact information, or both.

SECTION 10. SUCCESSORS AND ASSIGNS. Neither Party shall assign this Agreement, in whole or in part, or any of its rights or obligations under this Agreement, without the prior written consent of the other Party.

SECTION 11. ENTIRE AGREEMENT. This Agreement, including the exhibits hereto, contains the entire agreement between the Parties hereto with respect to the transactions contemplated by this Agreement and matters related thereto.

SECTION 12. GOVERNING LAW. This Agreement and the rights of the Parties hereunder shall be interpreted and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

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

ELA TOWNSHIP HIGHWAY DEPARTMENT

By: _____

Its: _____

Date: _____

ATTEST:

VILLAGE OF LONG GROVE

By: _____

Its: _____

Date: _____

ATTEST

DRAFT

EXHIBIT A
AVAILABLE SERVICES

Snow, ice removal, and salt spreading services

Salt storage and Spreading

Snow removal -Village streets and intersections, pedestrian walkways

Restoring damaged street shoulders, sod, turf, mailboxes, driveways, signs, streets

Road Maintenance Services

Pothole patching, Shoulder repair, Inspection of driveways and roads

Animal carcass removal

Storm Water Services

Cleaning, repair, replacement and Inspection of Culvert and catch basins

Ditching and Reshaping and cleaning of road swales

Inspection services for culverts

Roadway Sign/Barricade Services

Inspection, Installation, Maintenance, Replacement of damaged signs

Order replacement signs, Temporary traffic control, Installation of public notice signs

Forestry and Brush Services

Forestry, brush and tree trimming or removal services

Roadside brush and grass cutting (see Exhibit B for additional details)

Emergency tree and branch removal, Storm clean up Rights of way tree and branch trimming

Stump grinding

Consultation and Engineering Support

Highway Department can assist Village with various projects by providing ideas, support, inspections, layout projects, etc.

General Building Maintenance

Help with general building or parking lot issues

EXHIBIT B
RIGHT OF WAY BRUSH CUTTING WITH ROTARY BOOM MOWER

As requested by the Village, the Highway Department will perform right-of-way brush cutting with a rotary boom mower to cut back vegetation within the Village's ROW. A first brush cutting can look unsightly but within a few weeks new growth will form and after consistent cut backs the trimmed area will take on a uniform appearance. If directed by the Village, the Highway Department can remove large-diameter trees or limbs in the ROW to increase mowing efficiency.

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EXHIBIT C
TERMS OF PAYMENT

The Village shall pay the Highway Department for services requested by the Village in a Service Request and rendered by the Highway Department within 30 days of being billed by the Highway Department in accordance with the following:

1. The Highway Department shall submit monthly invoices for Services requested by the Village in a Service Request and rendered to the Village by the Highway Department. Within 30 days after receipt of each invoice, the Village shall pay the invoiced charges or inform the Highway Department in writing that the Village disputes all or any of the invoiced charges and state the basis for such dispute.
2. In the event that the Village fails to timely pay the Highway Department, the Highway Department shall be under no obligation to continue to perform the terms of this Agreement.
3. The Village shall not be obligated to pay for: (i) any Services that were not requested by the Village in a Service Request; or (ii) any Services requested by the Village in a Service Request that were not actually performed by the Highway Department.

**EXHIBIT D
CURRENT LABOR RATES AS OF 2016**

- A: LABOR RATE (LRE) \$43.00/HR/EMPLOYEE
- B: LABOR RATE OF TRUCK AND OPERATOR (LRTO) \$54.00/HR
- C: RIGHT OF WAY ROTARY BOOM MOWER \$97.00/HR W/OPERATOR
- D: MINI EXCAVATOR \$97.00/HR INCLUDES OPERATOR
- E: WHEEL LOADER \$86.00/HR INCLUDES OPERATOR
- F: SKIDSTEER \$86.00/HR INCLUDES OPERATOR
- G: TRAILER JET RODDER \$54.00/HR PLUS LABOR
- H: TRAILER VACTOR \$54.00/HR PLUS LABOR
- I: BRUSH CUTTING AND TREE REMOVAL ON ROW \$54.00/HR PLUS LABOR
- J: ROAD PATCHING/POTHOLE REPAIR LABOR PLUS MATERIALS
- K: RIGHT OF WAY MOWING \$76.00/HR WITH OPERATOR
- L: REMOVAL OF ANIMAL CARCASS LABOR PLUS POSSIBLE DUMP FEE AT LANDFILL
- M: RATES BASED ON NORMAL WORKING HOURS 7AM-3:30PM
- N: LABOR RATES ARE TIME AND HALF FOR SATURDAY AND OUTSIDE NORMAL WORKING HOURS
- O: LABOR RATES ARE DOUBLE FOR SUNDAY AND OBSERVED HOLIDAYS
- P: LABOR RATES SUBJECT TO 2.5% INCREASE EACH YEAR