

Item #7:
Resolution Approving IGA With Cuba Township

**VILLAGE OF LONG GROVE
RESOLUTION NO. 2014-R-__**

**A RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF LONG GROVE, ILLINOIS, AND
THE CUBA TOWNSHIP ROAD DISTRICT, LAKE COUNTY, ILLINOIS**

This Intergovernmental Agreement (hereinafter, "Agreement") is entered into this 11th day of April, 2014, by and between the Village of Long Grove, an Illinois municipal corporation (hereinafter, the "Village"), and the Cuba Township Road District, an Illinois unit of local government (hereinafter the "Road District").

RECITALS

WHEREAS, the Village of Long Grove, Illinois, ("the Village"), is a municipality lawfully organized and existing under the Constitution and laws of the State of Illinois; and,

WHEREAS, the Cuba Township Road District ("the 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 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, the Village Board and the Road District have determined that it is in the best interests of each of them, respectively, to enter in to 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 signing of this document by the Highway Commissioner and the approval of this Agreement by the Village Board. This Agreement shall terminate on May 15, 2017.

SECTION 3: SERVICES. The Road District shall provide such services to the Village as specified in Exhibit A.

SECTION 4: PAYMENT FOR SERVICES. The Village agrees to pay the Road District for services as specified in Exhibit B.

SECTION 5: INDEMNIFICATION. The Road District, 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 Road District or any of its officers, officials, employees, contractors or agents related to services performed under this Intergovernmental Agreement. The Village, its employees and contractors shall indemnify and hold harmless the Road District 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 Village 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.

Dated: April 22, 2014

Dated: _____, 2014

VILLAGE OF LONG GROVE

CUBA TOWNSHIP ROAD DISTRICT

By: _____
Angela Underwood, Village President

By: _____
Township Highway Commissioner

Attest: _____
Heidi Locker-Scheer, Village Clerk

Attest: _____
Township Clerk

AVAILABLE SERVICES

Snow, ice removal, and salt spreading services

- Snow and ice removal
- Salt storage
- Salt spreading
- Snow removal - Village Hall
- Snow removal – Village streets and intersections
- Snow removal - pedestrian walkways
- Restoring damaged street shoulders, sod, turf
- Restoring damaged mailboxes, driveways, signs, streets
- Homeowners Association services available

Road Maintenance Services

- Pothole patching
- Shoulder repair
- Road resurfacing
- Crack sealing and routing
- Inspection of driveways and roads
- Animal carcass removal

Storm Water Services

- Culvert and catch basin services
- Cleaning of culverts and catch basins
- Culvert and storm drain maintenance
- Replacement of culverts and catch basins
- Ditching
- Reshaping and cleaning of road swales
- Inspection services for culverts

Roadway Sign Services

- Inspection
- Installation
- Maintenance
- Replacement of damaged signs

Forestry and Brush Services

- Forestry, brush and tree trimming services
- Roadside brush and grass cutting
- Mowing services
- Emergency tree and branch removal
- Storm clean up
- Rights of way tree and branch trimming
- Stump grinding
- Removal of diseased trees
- Mulch and firewood services
- Residential brush pick up
- Christmas tree removal

Landscape Services

Village Hall, park and public property landscape maintenance
Village Hall, park and public property mowing
Village Hall, park and public property spring clean up
Village Hall, park and public property weeding of beds, edging, etc.
Seasonal flower plantings
Park landscape maintenance

Recycling Services

Recycling of electronics, old tires and paint cans

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EXHIBIT A: SERVICES TO BE PERFORMED UNDER THIS AGREEMENT

Snow, ice removal, and salt spreading services

- Snow and ice removal
- Salt storage
- Salt spreading
- Snow removal - Village Hall
- Snow removal – Village Parking lots
- Snow removal – Village streets and intersections
- Snow removal - pedestrian walkways
- Restoring damaged street shoulders, sod, turf
- Restoring damaged mailboxes, driveways, signs, streets
- Homeowners Association services available

Road Maintenance Services

- Pothole patching
- Shoulder repair
- Road resurfacing
- Crack sealing and routing
- Inspection of driveways and roads
- New construction inspection services
- Animal carcass removal

Storm Water Services

- Culvert and catch basin services
- Cleaning of culverts and catch basins
- Culvert and storm drain maintenance
- Replacement of culverts and catch basins
- Ditching
- Reshaping and cleaning of road swales
- Inspection services for culverts

Roadway Sign Services

- Inspection
- Installation
- Maintenance
- Replacement of damaged signs

Forestry and Brush Services

- Forestry, brush and tree trimming services
- Roadside brush and grass cutting
- Mowing services
- Emergency tree and branch removal
- Storm clean up
- Rights of way tree and branch trimming
- Stump grinding
- Removal of diseased trees
- Mulch and firewood services
- Residential brush pick up
- Christmas tree removal

Landscape Services

Village Hall, park and public property landscape maintenance

Village Hall, park and public property mowing

Village Hall, park and public property spring clean up

Debris removal

Pruning, fertilizing, lawn weed control

Spring clean up: debris clean up, bark mulch beds, pre-emergence herbicide, fertilizer, bed edging, needed trimming

Village Hall, park and public property weeding of beds, edging, etc.

Seasonal flower plantings

Park landscape maintenance

Recycling Services

Recycling of electronics, old tires and paint cans

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EXHIBIT B

TERMS OF PAYMENT

The Village shall pay the Road District the following within 30 days of being billed by the Road District:

1. The Road District shall submit monthly invoices to the Village. The Village shall pay the Road District the cost of any materials used by the Road District as invoiced by the Road District.
2. In the event that the Village fails to timely pay the Road District, the Road District shall be under no obligation to continue to perform the terms of this Agreement.

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