

VILLAGE OF LONG GROVE

RESOLUTION NO. 2021-R-_____

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF LONG GROVE AND ELA TOWNSHIP**

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

WHEREAS, Ela Township ("**Township**") is a unit of local government established under the Illinois Constitution and laws of the State of Illinois; 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 Township have determined that it is in the best interests of each of them, respectively, to enter into an intergovernmental agreement for the provision of various 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 _____, 2021.

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED this ___ day of _____, 2021.

Village President

ATTEST:

Village Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

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

This Intergovernmental Agreement (hereinafter, "**Agreement**") is entered into this ____ day of ____, 2021, by and between the Village of Long Grove, an Illinois municipal corporation ("**Village**"), and the Ela Township, an Illinois unit of local government ("**Township**").

RECITALS

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

WHEREAS, the Township is a unit of local government established under the Illinois Constitution and laws of the State of Illinois; 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 and the Township 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 Township and the Village and shall terminate on the earlier of September 30, 2025 or if terminated pursuant to Section 10 of this Agreement ("**Term**").

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

SECTION 4: PAYMENT FOR SERVICES. The Village agrees to pay the Township on a time and material basis for all Services requested by the Village in a Service Request and performed by the Township in accordance with the Terms of Payment set forth in **Exhibit C** hereto. Charges for labor and equipment shall be based on the Township's labor rates as set forth in **Exhibit D** hereto. The Village shall pay the Township the actual cost of any materials used for

the Village as invoiced by the Township. If requested by the Village in a Service Request, the Township shall provide to the Village a written estimate of labor and material costs and obtain the Village's authorization before beginning work. Upon 30-days' written notice to the Village, the Township may increase its equipment and labor cost up to 3% annually during the Term of this Agreement effective April 1st of each year.

SECTION 5: INDEMNIFICATION. The Township, 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, attorneys' 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 Township 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 Township and any of its officers, officials, employees, or agents from any 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: INSURANCE. Each Party shall be responsible for maintaining for the Term of this Agreement adequate insurance with respect to the performance of its lawful functions, including the performance of this Agreement. Such insurance shall be maintained through qualified insurers and/or a self-insured governmental risk pool, and shall provide, at a minimum, the following coverages and liability limits:

- A. Comprehensive General Liability, including public liability insurance, general liability for personal injury and property damage, automobile liability for owned, non-owned, and hired vehicles, and public officials liability; all such coverage shall provide contractual liability coverage for liability assumed in this Agreement and have limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
- B. Worker's Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$1,000,000 for each incident.

The Township shall name the Village as an additional insured on all liability insurance coverage required under this Agreement.

Each party shall provide the other with Certificates of Insurance evidencing the above required insurance within 15 days of signing this Agreement and 15 days prior to the expiration or cancellation of any such policies.

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 Township:

Ela Township
Attn: Supervisor
1155 East Route 22
Lake Zurich, IL 60047
Fax: 847-438-9269
info@elatownship.org

For notices and communications to the Village of Long Grove:

Village of Long Grove
Attn: Village Manager
3110 Old McHenry Road
Long Grove, IL 60047
Fax: 847-634-9408
Email: _____

By written notice complying with the 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. The parties may 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 Township Highway Department:

Michael DePouw (Highway Superintendent)
23605 Echo Lake Road
Lake Zurich, IL 60047
Office 847-438-2371
Fax 847-438-0457
Email: highway@elatownship.org

SECTION 10: TERMINATION PRIOR TO EXPIRATION OF TERM. Either Party may terminate this Agreement at any time, with or without cause, upon ninety (90) days written notice to the other Party. The Township shall be entitled to compensation for all Services rendered during the Term of this Agreement, and the Village shall be entitled to reimbursement for any compensation paid in excess of the Services rendered.

SECTION 11: VENUE. The venue for any disputes under this Agreement shall be the 19th Judicial Circuit of Lake County, Illinois.

SECTION 12: 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 13: 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 14: 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.

[SIGNATURES ON FOLLOWING PAGE]

Dated: _____, 2021

VILLAGE OF LONG GROVE

By: _____
Village President

Attest: _____
Village Clerk

Dated: _____, 2021

ELA TOWNSHIP

By: _____
Ela Township Supervisor

Attest: _____
Township Clerk

EXHIBIT A: AVAILABLE SERVICES

The following list of Services is not exhaustive, and the Parties may by mutual agreement have the Township provide additional Services not specifically identified below.

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
- Emergency tree and branch removal, storm clean up
- Rights of way tree and branch trimming
- Stump grinding

Consultation and Engineering Support

- The Township's 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

Right of Way Brush Cutting, subject to **Exhibit B**

EXHIBIT B: RIGHT OF WAY BRUSH CUTTING WITH ROTARY BOOM MOWER

General Information about right-of-way (“**ROW**”) brush cutting:

As requested by the Village, the Township will perform ROW brush cutting with a rotary boom mower to cut back vegetation within the Village's ROW. The goal of ROW brush cut backs is to trim and remove brush that has overgrown into ROW. The Village acknowledges that, at first, brush cutting can look unsightly. However, within a few weeks, new growth will form and after consistent cut backs, the trimmed area will take on a uniform appearance.

EXHIBIT C: TERMS OF PAYMENT

The Village shall pay the Township for Services requested by the Village in a Service Request and provided by the Township within 30 days of being billed by the Township in accordance with the following:

1. The Township shall submit monthly invoices to the Village for Services requested by the Village in a Service Request and provided to the Village by the Township. The Village shall pay the invoiced charges or inform the Township 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 Township, the Township 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 Township.

EXHIBIT D: CURRENT LABOR RATES AS OF 2021

(same rates as established in 2018)

EQUIPMENT RATE (\$45 per hour rate, except as otherwise provided):

Wheel loader

Skid loader

Water Truck

Roadside wing mowing/Kubota/Ventrac/John Deere (*combined roadside mowing with Kubota)

Kubota R35 backhoe

Jet Rodder

Tiger Vac

Chipper/Saws/Bucket Truck

Mowing Equipment Trailer

Main line truck

Other equipment or vehicles necessary to provide the services described in Exhibits A and B.

Vactor Dumps (3yds, \$20 per load)

LABOR RATES

Standard rate: \$56 per person, per hour (applicable to all Services except for Overtime Services and Holiday Services, defined below). The standard rate shall apply unless the Village specifically requests that the Township perform Overtime Services or Holiday Services.

Overtime rate: \$84 per person, per hour (applicable when, at the Village's request, the Township performs Services before 7:00am or after 3:30pm CST on Monday through Friday, and anytime on a Saturday or Sunday, which shall hereinafter be referred to as "***Overtime Services***").

Holiday rate: \$112 per person, per hour (applicable when, at the Village's request, the Township performs Services anytime on a Federal or State holiday, which shall hereinafter be referred to as "***Holiday Services***").

Special fees may apply for removal of animal carcasses, including dump fee at landfill for large animals. The Township shall receive approval from the Village before performing any Services that may incur such special fees.

Labor and Equipment rates are subject up to a ***3% increase on April 1st of every year.***