

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
LONG GROVE, ILLINOIS, AND THE FREMONT TOWNSHIP ROAD
DISTRICT, LAKE COUNTY, ILLINOIS, FOR ROAD MAINTENANCE
ON ACORN RD**

This Intergovernmental Agreement (hereinafter, "Agreement") is entered into this _____ day of _____, 2022, by and between the Village of Long Grove, an Illinois municipal corporation (hereinafter, the "Village"), and the Fremont Township Road District, an Illinois unit of local government (hereinafter the "Road District").

RECITALS

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

WHEREAS, the Fremont 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 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, there are two sections of Acorn Rd between IL Route 60/83 and Wiech Rd that are situated within the corporate limits of the Village of Long Grove and are depicted in Exhibit A, which is hereby incorporated into and made part of this Agreement (the "**Road Segments**"); and,

WHEREAS, the Road District, while not obligated to do so, has been performing road maintenance on the Road Segments; and

WHEREAS, the Village has determined that it is in the best interests to permit the Road District to continue to perform road maintenance and assume all snowplowing obligations for the Road Segments; and

WHEREAS, the Highway Commissioner of the Road District has determined that it is in the Road District's best interest to continue to assume road maintenance and snowplowing obligations and for the Road Segments.

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 I: RECITALS. The Recital paragraphs set forth above are incorporated herein as part of this Intergovernmental Agreement.

SECTION II: ROAD MAINTENANCE. Commencing upon the execution of this Agreement by the Parties, the Village and Road District agree that:

(A) **Snow Management.** The Road District shall perform snowplowing and road salting of the Road Segments. Said snowplowing and road salting shall be performed in accordance with the Road District's ordinary and customary standards and schedule, without cost or expense to the Village.

(B) **Other Maintenance.** The Road District may perform street cleaning and clearing of debris of the Road Segments in accordance with the Road District's ordinary and customary standards and schedule. In addition, the Road District may perform patching, pothole filling, and other minor repairs to the Road Segments as determined by the Road District in order to maintain

the safe condition of the Road Segments; provided that such work shall not occur without at least 48 hours of prior notice to the Village in the event that any road closures will be required (unless such road closure is required to address emergency maintenance activities, in which case the Road District shall provide the Village with whatever notice is possible under the circumstances). The Road District may trim vegetation along the Road Segments, provided that the Road District shall consult with, and secure the written concurrence of, the Village. Any other road maintenance upon the Road Segments shall be undertaken pursuant to mutual approval of the Road District and the Village. Any road maintenance activities performed by the Road District shall be performed without cost or expense to the Village.

SECTION III: EFFECTIVE DATE. This Agreement shall be effective after the Long Grove Village Board has approved and executed it and the Highway Commissioner of the Road District has executed it.

SECTION IV: DURATION. This Agreement shall commence upon the Effective Date as set forth herein and shall continue in effect for a period of five (5) years and, unless earlier terminated, shall automatically renew for two (2) additional five-year terms. Either party may cancel this Agreement at any time by serving written notice of cancellation upon the other party upon ninety (90) days' notice of such cancellation.

SECTION V: INDEMNIFICATION. The Road District, its employees and contractors shall indemnify and hold harmless the Village and any of its officers, officials, employees, agents, attorneys, and representatives 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 acts or omissions of the Road District or any of its officers, officials, employees, contractors or agents

arising from or in connection to this Agreement. The Village, its employees and contractors shall indemnify and hold harmless the Road District and any of its officers, officials, employees, agents, attorneys, and representatives from any and all Losses arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the acts or omissions of the Village or any of its officers, officials, employees, contractors or agents arising from or in connection to 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 VI: 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 VII: 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 VIII: EXECUTION AND COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument. A facsimile signature of any Party shall be effective for all purposes.

SECTION IX: AUTHORITY TO SIGN. Each of the Parties represents and warrants that its respective signatory, whose signature appears below, is duly authorized to execute this Agreement on its behalf.

SECTION X: NO THIRD-PARTY BENEFICIARIES. This Agreement is being made

solely for the benefit of the Parties and creates no rights in or benefits to third parties.

SECTION XI: INTERPRETATION. This Agreement has been the subject of negotiations between the Parties. It has been and shall be construed to have been drafted by all the Parties to it, so that any rule of construing ambiguities against the drafter shall have no force and effect.

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

Dated: _____, 2022

Dated: _____, 2022

VILLAGE OF LONG GROVE

FREMONT TOWNSHIP ROAD DISTRICT

By: _____
Greg Jackson, Village Manager

By: _____
Alicia Dodd, Township Highway Commissioner

Attest: _____
Village Clerk

Attest: _____
Township Clerk

EXHIBIT A

Depiction of the Road Segments