

**INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE SNOW REMOVAL AND
ICE CONTROL BETWEEN THE TOWNSHIP OF CUBA ROAD DISTRICT, A BODY
POLITIC, AND
THE VILLAGE OF BARRINGTON HILLS, A MUNICIPAL CORPORATION**

This Agreement (this “Agreement”) is made and entered into this ____ day of _____, 2010, by and between the Township of Cuba Road District, an Illinois body politic (hereinafter referred to as “Cuba”) and the Village of Barrington Hills, an Illinois home-rule municipal corporation (hereinafter referred to as the “Village”);

RECITALS:

A. Article XII, Section 10, of the Constitution of the State of Illinois of 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 of function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., further authorizes intergovernmental cooperation.

B. Cuba and the Village are units of local government within the meaning of Article XII, Section 10 of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act and each has the authority to enter into this Agreement.

C. It has been determined by the corporate authorities of both Cuba and the Village that this Agreement is in the best interest of each of them.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

SECTION 1: RECITALS

The parties hereto find that the recitals set forth above are true, correct, and proper and hereby incorporate them into the body of this Agreement as if fully set forth herein.

SECTION 2: TERM OF AGREEMENT

The term of this Agreement will be from the commencement of snow operations in 2010 through the completion of snow operations in 2015 or from the approximate dates of November 1, 2010 through to and including April 30, 2015. This Agreement may be terminated either by the Village or Cuba on thirty (30) days notice to the other, such notice to be given during the period of May 1 through July 31 of any year. This Agreement is subject to annual appropriation of funds by the Village to the extent required by law. This Agreement may be further extended upon terms and conditions as agreed by the parties at any time during the term of this Agreement.

SECTION 3: SCOPE OF AGREEMENT

It is the intention of this Agreement to provide for complete ice and snow removal and control for all those streets located within the Village specified on Exhibit A attached hereto. These services shall include, but not necessarily be limited to the following;

- a. Snow plowing.
- b. Ice control.
- c. Salting.
- d. Salting of intersections required by emergency agencies.
- e. The removal of snow if snow accumulates in large amounts from intersections, but not including the costs of any necessary trucking of the snow to locations outside the Village.
- f. Plowing of the Village Hall and Village parking lots.
- g. Replacement of knocked down mail boxes using like-kind mail boxes and posts.
- h. Repair of shoulder damage done by snowplows and salt damage to lawns.

The aforesaid activities shall be carried out by Cuba in accordance with the “Village of Barrington Hills – Snow and Ice Maintenance Standards”, attached hereto as Exhibit B on an “as needed” basis and as determined by the mutual agreement of the Highway Commissioner of Cuba with

either the Village Administrator of the Village, the Village's Trustee in charge of roads, the Village's President or the Barrington Hills Police Department as agent for the Village, through consultation and mutual agreement as needed from time to time. Provided, however, that the Highway Commissioner of Cuba shall have the right to determine when snow plowing and/or ice control activities are necessary and when to begin these activities without first receiving any authorization from the Village or any official of the Village.

Cuba will supply necessary equipment to undertake the necessary activities as delineated above and will include the purchase of any additional equipment needed at the sole cost of Cuba.

SECTION 4: MATERIALS

The scope of this Agreement shall not include salt or liquid material. Any such material that is required to be applied to Village streets shall be determined by Cuba as necessary to reduce the pavement to base asphalt within a reasonable period of time depending on the severity of the snow and/or ice event and the cost thereof shall be billed monthly to Village separately at the actual cost incurred by Cuba in procuring the same without mark-up.

All other necessary materials to carry out the scope of this Agreement, including, but not limited to, equipment, fuel, and other associated materials shall be paid for solely by Cuba. No portion of the cost of such materials (other than salt and liquid materials as provided above) will be for the account of the Village.

SECTION 5: PAYMENT

The basic yearly costs for the services provided for in this Agreement shall be \$139,000.00 (the "Annual Cost"). The Annual Cost during the initial year of this Agreement shall be paid in six (6) equal installments of \$23,167.00 each, payable in November, December, January, February, March and April. The Annual Cost shall be adjusted each year by a percentage equal to the annual increase in the municipal league cost index, not to exceed 5.0%. Such increase shall be determined by Cuba and the Village shall be notified of such adjustment on or before August 1 of each year of this Agreement. In no

event shall there be any adjustment to the Annual Cost until thirty (30) days following receipt of such notice from Cuba.

SECTION 6: INSURANCE

Cuba is insured by “TORMA,” also known as Township Officials Risk Management Agency, a captive insurance company of the Township Officials of Illinois. The certificate of insurance for Cuba is attached hereto as Exhibit B. Cuba shall add the Village as an additional insured to the liability coverage under such policy and provide evidence thereof within thirty (30) days following the date of this Agreement.

SECTION 7: INDEMNIFICATION

Cuba agrees to promptly repair, weather conditions permitting, damage to public or private property due to its snow plowing, including but not limited to damage to: mail boxes, sod and turf, driveways, signs and streets, including any damage caused by salt.

Cuba shall defend, indemnify and hold harmless the Village, and its officers, agents and employees, from all and any liability, losses, costs, damage or expenses, or injury to person or property, including reasonable attorneys’ fees, arising out of or resulting (i) from the action, negligence, malfeasance, misfeasance of Cuba or its officers, agents or employees in the performance or non-performance of this Agreement; and (ii) from any claim by any employee, agent or subcontractor of Cuba.

SECTION 8: COMMUNICATIONS

a. Cuba will furnish by e-mail to the Village’s Chief of Police and the Trustee of Roads and Bridges a work plan for snow removal and salting 24 hours in advance of a predicted snow event as reasonably anticipated by Cuba and will update the Village 12 hours in advance of the snow event. Cuba shall also notify the Village’s Chief of Police and Trustee of Roads and Bridges by e-mail when snow removal crews begin working on Village roads. Finally Cuba will endeavor during the event to inform the Village of progress and anticipated completion times as and when they are determined.

b. Cuba subscribes to a private weather forecasting service which predicts snow events and issues snow alerts during a snow event as well as regular updates during the event. Cuba will promptly furnish the Village with copies of these reports not in an attempt to furnish the Village with a private weather forecasting service but as part of Cuba's notification procedures to the Village.

c. During a snow event the Village Police Department and the Cuba Highway Commissioner will communicate directly by radio or telephone numbers furnished to the other as necessary during the event to keep the other apprised of issues and problems occurring within the Village. Communications between the Police Department and Highway Commissioner shall be direct and not through the police dispatcher.

d. As a further step to insure communication and cooperative efforts designated members of the Village Police Department and the Cuba Township Highway Commissioner will meet in November of each year to discuss the snow and ice maintenance guidelines and standards as well as to discuss procedures for the removal of ice and snow and will meet thereafter during the season as determined by the Chief of Police and Highway Commissioner as necessary.

SECTION 9: METHOD OF GIVING NOTICES

Except for notices related to snow and/or ice control and except for emergency notices (which may be verbal), all notices or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means:

- (i) Personal service.
- (ii) Electronic communications, whether by telex, facsimile, telegram or other telecopy, with proof of receipt by addressee.
- (iii) Overnight courier.
- (iv) Registered or certified first class mail, postage prepaid, return receipt requested.

To whom notice is to be given:

If to Cuba: Township of Cuba Highway District
28000 West Cuba Road
Barrington, IL 60010
Fax: (847) 381-7994
Attention: Mr. Thomas Gooch

With a copy to: Law Office of Thomas Gooch
209 South Main Street
Wauconda, IL 60084
Fax: (847) 526-0603

If to the Village: Village of Barrington Hills
112 Algonquin Road
Barrington Hills, IL 60010
Attention: Village Administrator
Fax: (847) 551-3050

With a copy to: Burke, Warren, MacKay & Serritella, P.C.
22nd Floor, IBM Plaza
330 North Wabash Avenue
Chicago, IL 60611-3607
Attention: Douglas E. Wambach
Fax: (312) 840-7900

SECTION 10: TERMINATION

Failure by the Village to make any required payment shall be considered a material breach of this Agreement and in the event of a material breach Cuba may terminate this Agreement if the failure to pay is not resolved within thirty (30) days from written demand from Cuba for payment.

THIS AGREEMENT IS HEREBY ACCEPTED as of the day and year first above written by:

VILLAGE OF BARRINGTON HILLS

TOWNSHIP OF CUBA ROAD DISTRICT

By:

Village President

By:

Highway Commissioner of Cuba Township

ATTEST:

Village Clerk

ATTEST:

Road District Clerk

Exhibit A

[See Attached]

Exhibit B

Village of Barrington Hills Snow and Ice Maintenance Standards

1. During the period commencing November 1 and ending April 1, or as seasonal conditions before or after those dates shall require, Cuba shall, within two (2) hours after receipt of a service request from the Village as provided herein, plow the roads, streets and highways designated on the Village Road Map provided to Cuba from time to time so as to enable the reasonable use of said roads, streets and highways consistent with weather conditions. In the event of snowfall occurring after 12:00 midnight, the best efforts of Cuba shall be completed to have snow removed and/or icy road surfaces on the designated streets treated by not later than 7:00 a.m.
2. Plowing or surface treatment shall begin within two (2) hours after receiving a telephone request from the Village for winter maintenance services for all or part of the streets under the jurisdiction of the Village.
3. Under all circumstances, plowing **shall** begin within two hours after the accumulation of two (2) inches or more of snow on the roadways. Plowing may not normally be required on snowfalls of less than two (2) inches, unless specifically requested by the Village. All roads shall be cleared of snow within twenty-four (24) hours after the snowfall stops. Plow blades shall be capable of removing snow to within approximately one-quarter (1/4) inch of the paved surface. A "bare pavement" policy shall not be used.
4. When unusually heavy (6" or more) snow falls within a twenty-four (24) hour period, exceptions to the above policy for clearance time may be made. In these cases, Cuba shall demonstrate to the satisfaction of the Village Engineer that it is making every attempt to clear the snow as quickly as possible with available equipment and/or is subcontracting needed assistance to satisfy the request for service. After these heavy (6" or more) snowfalls, snow shall be cleared from all roads within seventy-two (72) hours of when the snow stops.
5. Salting operations shall be done as soon as possible after the final snow plow pass has been made. Salt should be applied at a rate to be agreed to by the Village Engineer and may be adjusted depending on conditions. No salt should be applied until all snow has stopped. Salting shall be done in accordance with the standards of the *Snow Fighters Handbook*.
6. Cuba shall not assign this Agreement to any person or firm without the prior written consent of the Village.