

***AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ALGONQUIN TOWNSHIP
ROAD DISTRICT THE VILLAGE OF BARRINGTON HILLS FOR ROAD
MAINTENANCE***

This Agreement is made and entered into this ____ day of February, 2013, by and between the ALGONQUIN TOWNSHIP ROAD DISTRICT, a unit of local government of the State of Illinois (hereinafter "ROAD DISTRICT") and the VILLAGE OF BARRINGTON HILLS, a municipal corporation of the State of Illinois, (hereinafter the "VILLAGE ") collectively known as the "PARTIES".

RECITALS

WHEREAS, units of local government are enabled by Article VII, Section 10 of the Illinois Constitution, to enter into agreements to "...obtain or share services and exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance...participating units of government may use their credit, revenue and other resources to pay costs and to serve as debt related to intergovernmental activities"; and

WHEREAS, ROAD DISTRICT and the VILLAGE are authorized by various provisions of the Illinois State statutes to exercise their intergovernmental cooperation under the Constitution of the State of Illinois; and

WHEREAS, the ROAD DISTRICT and the VILLAGE have jurisdiction over portions of Spring Creek Road, Haegers Bend Road, and Algonquin/River Road; and

WHEREAS, Spring Creek Road, from Ridge to Haegers Bend has total length of 15,680', of which the VILLAGE has jurisdiction for 13,080' and the ROAD DISTRICT has jurisdiction for 2600'; and

WHEREAS, Haeger's Bend Road from County Line to Algonquin/River has a total length of 10,850' of which the VILLAGE has jurisdiction for 9,530' and the ROAD DISTRICT, 1,320'; and

WHEREAS, Algonquin/River Road from Braeburn Road to the westerly VILLAGE limits has a total length of 11,820', of which the VILLAGE has jurisdiction for 7,760', and the ROAD DISTRICT has jurisdiction for 4,060'; and

WHEREAS, the PARTIES have maintained sections of each other's roads in the past; and

WHEREAS, the PARTIES recognize that it is in their mutual interest to provide routine maintenance on portions of roads under the jurisdiction of the other party;

NOW, WHEREFORE, for and in consideration of the mutual promises contained herein and upon the further consideration of the recitals set forth above, it is hereby mutually agreed by and between ROAD DISTRICT and VILLAGE , as follows:

DUTIES

1. The ROAD DISTRICT shall be responsible for the routine maintenance of Algonquin/River Road, including all of the sections of the road under VILLAGE jurisdiction, east of the border of the Village of Algonquin to Braeburn Road. The ROAD DISTRICT shall be responsible for resurfacing of Algonquin/River Road including the sections under the jurisdiction of the VILLAGE.
2. The VILLAGE shall be responsible for routine maintenance on sections of Spring Creek Road and Haegers Bend Road which are under the ROAD DISTRICT's jurisdiction. In addition to routine maintenance of the ROAD DISTRICT's sections of Haegers Bend Road and Spring Creek Road, the VILLAGE shall be responsible for the resurfacing of these roads to include the sections under the ROAD DISTRICT's jurisdiction, with all costs of the resurfacing being borne by the VILLAGE.
3. For the purpose of this Agreement routine road maintenance consists of minor repairs to the road, filling pot holes, sign maintenance, routine culvert maintenance (but not culvert replacement or reconstruction), ditch maintenance, brush removal, tree trimming, snow plowing and de-icing, and routine maintenance of guardrails. Routine maintenance does not include the resurfacing of Algonquin/River Road.

COSTS AND REIMBURSEMENTS

4. Each party shall be responsible for the costs of routine maintenance, except as provided for below.
5. The VILLAGE shall be responsible for all costs of resurfacing Spring Creek Road and Haegers Bend Road to include the sections of these roads under the ROAD DISTRICTS jurisdiction.
6. The VILLAGE shall be responsible for reimbursing ROAD DISTRICT for the cost of resurfacing of the VILLAGE'S section of the Algonquin/River Road. The ROAD DISTRICT shall be reimbursed only for the cost of the materials applied (unit cost) to the VILLAGE's section of the Algonquin/River Road.

INDEMNIFICATION

7. The VILLAGE shall indemnify and hold harmless the ROAD DISTRICT from and against any and all losses, claims, injuries, including deaths, arising out of this Agreement for the maintenance operations described in this Intergovernmental Agreement, including the actions or conduct of its employees, agents, independent contractors or assigns, except to the extent caused by the gross negligence or willful misconduct of the ROAD DISTRICT, the ROAD DISTRICT's officers, employees, agents, independent contractors or assigns.

8. The ROAD DISTRICT shall indemnify and hold harmless the VILLAGE from and against any and all claims, losses, damages, injuries or deaths arising out of this Agreement for the maintenance operations described in this Intergovernmental Agreement, including the actions or conduct of its employees, agents, independent contractors or assigns, unless otherwise caused by the grossly negligent or willful actions or conduct of the VILLAGE, the VILLAGE's officers, employees, agents, independent contractors or assigns.

MODIFICATION OF AGREEMENT

9. This Agreement may be modified by mutual agreement, in writing, by the parties hereto.
10. In the event that this Agreement is breached by either party, the other party may serve notice in writing of said breach whereupon the breaching party shall have five (5) days to cure the alleged breach, or such reasonable time as necessary in diligently proceeding to cure such breach. In the event the breaching party failed to cure the breach within the time described herein, the non-breaching party may either cause the breach to be cured at the breaching party's expense or terminate the Agreement upon written notice.

JURISDICTION AND VENUE

11. This Agreement shall be interpreted and construed according to the laws of the State of Illinois. Venue for any action arising from this Agreement shall be in the 22nd Judicial Circuit Court, McHenry County, Illinois

TERM

12. This Agreement shall be in full force and effect for a period of one year (1) years from and after the effective date and shall automatically be reviewed for consecutive one (1) year periods unless either party shall furnish fifteen (15) days advance notice, in writing, of its intent not to renew this Agreement. This is the entire and complete Agreement of the parties and the parties signing on behalf of ROAD DISTRICT and VILLAGE, represent that they have full and complete authority and are legally authorized to do so.

NOTICES

13. All notices required by this agreement shall be delivered by U.S. Mail and Facsimile to the respective parties:

Village Administrator
Village of Barrington Hills
112 Algonquin Road
Barrington Hills, Illinois 60010-5199

Algonquin Township Road District
Mr. Robert J. Miller
Highway Commissioner
Algonquin Township Road District
3702 U.S. Highway 14
Crystal Lake, Illinois 60014
Fax (847) 639-4529

RIGHTS OF THIRD PARTIES

14. Nothing herein shall be construed to create any rights or duties to third parties, it being the PARTIES' mutual intent that there be no third party beneficiaries to this agreement. Any allocation of costs, duties and responsibilities described herein is intended only as an allocation of administrative responsibilities between the ROAD DISTRICT and the VILLAGE to facilitate the most economical use of limited public resources and not as an enlargement or diminution of either party's underlying duties and obligations lying in statute or common law.

VILLAGE OF BARRINGTON HILLS,

ALGONQUIN TOWNSHIP ROAD DISTRICT,

By: _____
ROBERT G. ABOUD
VILLAGE PRESIDENT

By: _____
ROBERT J. MILLER
TOWNSHIP HIGHWAY
COMMISSIONER

ATTEST:

ATTEST:

CLERK

TOWNSHIP CLERK