

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE HAMPSHIRE TOWNSHIP ROAD DISTRICT
AND THE VILLAGE OF HAMPSHIRE FOR SNOW REMOVAL
OPERATIONS ON CERTAIN PUBLIC ROADWAYS**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as "Agreement") is entered into this 16th day of December, 2021, between the Hampshire Township Road District (hereinafter referred to as the "Road District"), an Illinois Road District with offices at 170 Mill Avenue, Hampshire, IL 601140 and the Village of Hampshire (hereinafter referred to as the "Village"), a municipal corporation with offices at 234 South State Street, Hampshire, Illinois 60140. The Road District and the Village are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the Village has the duty and responsibility to reasonably maintain all public roadways within the corporate limits of the Village of Hampshire free of snow and ice (hereinafter referred to as "Snow Removal Operations") in order to facilitate the free flow of traffic and to promote the safety of the public; and

WHEREAS, the Road District has the duty and responsibility to reasonably maintain all unincorporated public roadways within Hampshire Township free of snow and ice (hereinafter also referred to as "Snow Removal Operations") in order to facilitate the free flow of traffic and to promote the safety of the public; and

WHEREAS, the Village and the Road District maintain a good working relationship and desire to coordinate their respective Snow Removal Operations to improve efficiency; and

WHEREAS, the Village by virtue of its power set forth in the Illinois Municipal Code (65 1 LCS 5/1-1-1 et seq.) and the Road District by virtue of its power set forth in Illinois Township Code (60 1 LCS 1/85-5 et seq.) are each authorized to enter into this Agreement; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and by the Intergovernmental Cooperation Act (5 1 LCS 220/1 et seq.).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and the understandings of each party to the other, the parties do hereby mutually agree as follows:

1.0 SCOPE OF THE "SNOW REMOVAL OPERATIONS":

1.1 The Snow Removal Operations which are the subject of this intergovernmental agreement shall include, but are not limited to, the plowing of the public roadways identified herein to remove snow and ice from the pavement thereof, together with salting or other de-icing measures to be applied to said public roadways to limit icing of the pavement thereof, and other

necessary and appurtenant work, in order to facilitate the free flow of vehicular traffic and to promote the safety of the motoring public as needed during periods of inclement weather.

1.2 The respective areas of responsibility for each party are designated in Paragraph 4.0 and 5.0 below, and are depicted on the attached Exhibit "A."

2.0 TERM

2.1 The term of this Agreement shall begin on the date first above designated, and shall continue in full force and effect for the period of one (1) year thereafter; and, the term shall be automatically renewed for a one year period, each year thereafter, unless written notice to terminate shall be served upon the other party not less than ninety (90) days before the end date of the then-current term, and in accordance with the notice provisions of Paragraph 10 below.

2.2 Either party may terminate this agreement at any time, pursuant to Paragraph 7.3 below and in accordance with the notice provisions of Paragraph 10 below.

3.0 RESPONSIBILITIES - JOINT

3.1 The Village and Road District agree to cooperate in and make every effort to meet the intent of the provisions herein relating to their respective Snow Removal Operations.

4.0 RESPONSIBILITIES OF THE VILLAGE

4.1 The Village shall act as the lead agency and agrees to accept all responsibilities associated with the Snow Removal Operations of the following roadways located within unincorporated Hampshire Township, Illinois:

- Kelley Road (from Village boundary east to Widmayer Road, and from Village boundary east to Ketchum Road.
- Ketchum Road (from Allen Road to CUSD 300 property)
- Widmayer Road (from Village boundary north to Big Timber Road)
- Gast Road (from Big Timber Road north to Village boundary)

5.0 RESPONSIBILITIES OF THE ROAD DISTRICT

5.1 The Road District shall act as the lead agency and agrees to accept all responsibilities associated with the Snow Removal Operations of the following roadways located within the corporate limits of the Village of Hampshire, Illinois:

- Melms Road (from Harmony Road west to Village boundary)
- Romke Road (from IL 72 south to Village boundary)
- Getzelman Road (550'± between Lenschow Road and IL 72)
- Brier Hill Road (from RR tracks north to Village boundary)
- Brier Hill Road (from Big Timber Road north to Village boundary)
- Dietrich Road (from US 20 to Village boundary)

6.0 INDEMNIFICATION

6.1 The Village shall, to the extent permitted by law, indemnify, hold harmless and defend the Road District, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the Village's negligent or willful acts, errors or omissions in its performance under this Agreement to the extent permitted by law. The Village does not hereby waive any defenses or immunity available to it with respect to third parties.

6.2 The Road District shall, to the extent permitted by law, indemnify, hold harmless and defend the Village, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the Road District's negligent or willful acts, errors or omissions in its performance under this Agreement to the extent permitted by law. The Road District does not hereby waive any defenses or immunity available to it with respect to third parties.

6.3 The Village and the Road District acknowledge that neither party has made representations, assurances or guaranties regarding the other party's or any successor's or assign's authority and legal capacity to indemnify the other party as provided for in this Agreement. In the event a court of competent jurisdiction holds that the Village or Road District, any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the other party, or any person or entity claiming a right through either party, or in the event of change in the laws of the State of Illinois governing Village's, Road District's or any successor's or assign's indemnification authority, such occurrence (s) shall not affect the validity and enforceability of the remainder of this Agreement or the parties rights and obligations provided for therein.

6.4 Nothing contained herein shall be construed as prohibiting either party, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The Village's participation in its defense shall not remove the Road District's duty to indemnify, defend, and hold the Village harmless, as set forth above. The Road District's participation in its defense shall not remove the Village's duty to indemnify, defend, and hold the Road District harmless, as set forth above.

6.5 Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 1 LCS 10/1 et seq.), or any defenses or protections otherwise available to it, or to the other party, under the law.

6.6 Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided.

6.7 The Village's and Road District's indemnification under this Section 6.0 shall terminate when this Agreement is deemed null and void, by mutual agreement.

7.0 INSURANCE

7.1 At the time this Agreement is signed and every year thereafter, the Road District shall provide the Village an original Certificate of Insurance that maintains limits no less than the following:

1. Commercial General Liability insuring against all liability of the Road District related to this Agreement, with minimum limits of One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars for general aggregate.
2. Business Automobile/Vehicle Liability insurance with a combined single limit of One Million (\$1,000,000) Dollars.
3. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Road District's respective employees, with Employers' liability of One Million (\$1,000,000) Dollars each accident; One Million (\$1,000,000) Dollars disease - each employee; and One Million (\$1,000,000) Dollars policy limit.
4. Umbrella or Excess Liability Insurance providing follow form coverage to the underlying coverages, with minimum limits of Five Million (\$5,000,000) Dollars per occurrence and Five Million (\$5,000,000) Dollars general aggregate.
5. The policies and/or the certificate(s) of insurance for Commercial General Liability, Automobile/Vehicle Liability and Umbrella or Excess Liability coverages shall name Village of Hampshire, its Board of Trustees, Board members, employees, agents, and successors as an additional insured on a primary non-contributory basis. The coverages shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers. The Road District's coverages shall be primary and non-contributory as respect to the Village, its officials, agents, employees and volunteers. The policy(ies) and the Certificate of Insurance shall also list the Village of Hampshire as loss payee with the Village named as cancellation notice recipient.

7.2 At the time this Agreement is signed and every year thereafter, the Village shall provide the Road District an original Certificate of Insurance that maintains limits no less than the following:

1. Commercial General Liability insuring against all liability of the Village related to this Agreement, with minimum limits of One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars for general aggregate.
2. Business Automobile/Vehicle Liability insurance with a combined single limit of One Million (\$1,000,000) Dollars.

3. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Village's respective employees, with Employers' liability of One Million (\$1,000,000) Dollars each accident; One Million (\$1,000,000) Dollars disease - each employee; and One Million (\$1,000,000) Dollars policy limit.

4. Umbrella or Excess Liability Insurance providing follow form coverage to the underlying coverages, with minimum limits of Five Million (\$5,000,000) Dollars per occurrence and Five Million (\$5,000,000) Dollars general aggregate.

5. The policies and/or the certificate(s) of insurance for Commercial General Liability, Automobile/Vehicle Liability and Umbrella or Excess Liability coverages shall name Hampshire Township Road District, its highway commissioner, employees, agents, and successors as an additional insured on a primary non-contributory basis. The coverages shall contain no special limitations on the scope of protection afforded to the Road District, its officials, agents, employees and volunteers. The Village's coverages shall be primary and non-contributory as respects the Road District, its officials, agents, employees and volunteers. The policy(ies) and the Certificate of Insurance shall also list the Hampshire Township Road District as loss payee with the Road District named as cancellation notice recipient.

7.3 All insurers for either party shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The policy(ies) and the certificate(s) of insurance for the required insurance coverages provided by each party shall be reasonably acceptable to the other, evidencing the existence of the coverages described above, including form and deductibles, during the duration of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the failure of either party to provide acceptable insurance, and/or certificate(s) of insurance therefor, shall be deemed a breach of this Agreement entitling the other to immediate termination of this Agreement.

8.0 GENERAL

8.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this Agreement.

8.2. The headings of the paragraphs and sub-paragraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

8.3 It is understood and agreed by the parties hereto that this Agreement is intended to address only the Snow Removal Operations agreed to by both parties and no other changes to any obligation of each respective party for jurisdiction of or maintenance to existing highways and appurtenances are proposed hereby or included herein.

8.4. Whenever in this Agreement, approval or review by either the Village or Road District is provided for, said approval or review shall not be unreasonably delayed or withheld.

8.5 In the event of a dispute between the Village and Road District representatives regarding the Snow Removal Operations, or in carrying out the terms of this Agreement, the Village Manager for the Village of Hampshire and the Highway Commissioner of the Hampshire Township Road District shall meet and attempt to resolve the issue.

8.6 The following persons are designated as the representative to the other party and shall serve as the full-time representative of said party during the carrying out of the Snow Removal Operations. Each such representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the Snow Removal Operations covered by this Agreement. Representatives shall be readily available by telephone and e-mail to the other party.

Village of Hampshire
David Starrett
Ph: 847-683-9489
E-mail: Dstarret@hampshireil.org

Hampshire Township Road District
Stan Walker
Ph: 847-980-6179
E-mail: hampshirehwycomm@gmail.com

8.7 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

9.0 ENTIRE AGREEMENT

9.1 This Agreement represents the entire Agreement between the parties with respect to the Snow Removal Operations and supersedes all previous communications or understandings relating thereto, whether oral or written.

10.0 NOTICES

10.1 Except as to notices relating to Snow Removal Operations, as set forth in Section 8.6 above, any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by confirmed facsimile, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

Village of Hampshire
234 South State Street
PO Box 457
Hampshire, IL 60140-0457
ATTN: Village Clerk
lvasquez@hampshireil.org

Hampshire Township Road District
Mill Avenue
Hampshire, IL 60140
ATTN: Highway Commissioner
847-980-6179

11.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

11.1 No modification or amendment to this Agreement shall be effective until approved by each of the parties in writing.

12.0 ASSIGNMENT

12.1 this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

13.0 GOVERNING LAW

13.1 This Agreement shall be governed by the laws of the State of Illinois as to both interpretation and performance.

13.2 The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the Kane County Circuit Court.

14.0 SEVERABILITY

14.1 In the event, any provision of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

15.0 FORCE MAJEURE

15.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the date first written above.

VILLAGE OF HAMPSHIRE

HAMPSHIRE TOWNSHIP ROAD DISTRICT

By: _____

By: _____

Jay Hedges
Village Manager

Stan Walker
Highway Commissioner