

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF CAMPTON
HILLS, KANE COUNTY, ILLINOIS AND
THE CAMPTON TOWNSHIP HIGHWAY DISTRICT**

WHEREAS, the Village of Campton Hills, Kane County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Village and the Campton Township Highway District (the "*District*") desire to execute an intergovernmental agreement (the "*Agreement*") regarding the maintenance and storage of speed-trailers; and

WHEREAS, the Village President and Board of Trustees of the Village of Campton Hills (the "*Corporate Authorities*") deem it advisable and in the best interest of the health, safety and welfare of the residents of the Village to enter into the Agreement.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Campton Hills, Kane County, Illinois, as follows

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. That the Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board and that the Village President is hereby authorized to execute the Agreement on behalf of the Village.

Section 3. That the officials and officers of the Village are further hereby authorized to undertake actions on the part of the Village as contained in the Agreement to complete

satisfaction of the provisions, terms or conditions stated therein


Section 4. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 5. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall be in full force and effect upon its passage, approval, and publication in the manner provided by law.

Passed this 1ST day of October, 2019, pursuant to a roll call vote as follows:

	AYES	NAYES	ABSENT	ABSTAIN
Trustee Darlene Bakk	<u>X</u>	_____	_____	_____
Trustee Susan P George	<u>X</u>	_____	_____	_____
Trustee Jim McKelvie	<u>X</u>	_____	_____	_____
Trustee Mike Millette	<u>X</u>	_____	_____	_____
Trustee Michael O'Dwyer	<u>X</u>	_____	_____	_____
Trustee Wendy K. White Eagle	<u>X</u>	_____	_____	_____
President Mike Tyrrell	_____	_____	_____	_____

APPROVED this 1ST day of OCTOBER, 2019

Michael Tyrrell, Village President

(SEAL)

ATTEST: Lynn Baez
Lynn Baez, Village Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CAMPTON TOWNSHIP HIGHWAY DISTRICT
AND THE VILLAGE of CAMPTON HILLS
RELATIVE TO OWNERSHIP AND USE OF ONE (1)
2001 KUSTOM SIGNALS SPEED-TRAILER**

This Agreement is made and entered, by and between the Campton Township Highway District, a unit of local government within the boundaries of the County of Kane, and the Village of Campton Hills a unit of local government within the boundaries of the County of Kane, for the mutual benefits and purposes as set forth below.

WHEREAS, Section 10 of Article VII of the 1970 Constitution of the State of Illinois (the "Illinois Constitution) provides, inter alia, that "Units of local government and school districts may contract or otherwise associate 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 further provides that "Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance"; and

WHEREAS, Section 1 of Article VII of the 1970 Illinois Constitution provides that:

"Municipalities" means cities, villages and incorporated towns. "Units of local Government" means counties, municipalities, townships, special districts and Units, designated as units of local government by law, which exercise limited Governmental powers or powers in respect to limited governmental subjects, but does not include school districts; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (the "Intergovernmental Cooperation Act" provides that "any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of the State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State...except where specifically and expressly prohibited by law"; 5 ILCS 220/3; and

WHEREAS, Section 2 of the Intergovernmental Cooperation Act defines the term "public agency" as:

Any unit of local government as defined in the Illinois Constitution of 1970 Any school district, any public community college district, and public building Commission, the State of Illinois, any agency of the state government or of the United States, or of any other state, any political subdivision of another state, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement; and

WHEREAS, the Campton Township Highway District is a duly organized and existing Highway District created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Township Code (60 ILCS1/1 et seq. and is a "unit of local government" as defined in Section 1 of Article VII of the 1970 Illinois Constitution and a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act; and

WHEREAS, the Village of Campton Hills is a duly organized municipal body, created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Village Code (60 ILCS 1/1 et seq. and is a "unit of local government" as defined in Section 1 of


Article VII of the 1970 Illinois Constitution and a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act; and

NOW, THEREFORE, in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the Campton Township Highway District and the Village of Campton Hills do hereby agree as follows:

- The Campton Township Highway District and the Village of Campton Hills agree to share the cost 50%/50% for the maintenance and repair of one 2001 Kustom Signals Speed-Trailer, Serial #: SR7234 and Trailer ID#: 1K9BS08182K118053, that was donated to the Campton Township Highway District in July of 2019.
- The Campton Township Highway District has an Intergovernmental Agreement with the Village of Campton Hills to store and maintain the 2001 Kustom Signals Speed-Trailer at the Highway District's Office.
- The Village of Campton Hills will share the use of said Speed-Trailer with the Campton Township Highway District on a need to use basis.
- The Campton Township Highway District will erect and remove said Speed-Trailer throughout roadway locations in the Village of Campton Hills per the request of the Chief of Police. This will be accomplished in a timely manner by the Highway District as time and manpower is available.
- The Campton Township Highway District will provide all available traffic related data to the Village of Campton Hills upon conclusion of all speed studies conducted throughout the Village of Campton Hills upon request by the Chief of Police.
- The Campton Township Highway District will be allowed to use the said Speed-Trailer on unincorporated Township roads as well and will accommodate the Campton Hills Chief of Police requests as soon as possible after the Speed-Trailer's use on unincorporated roads is complete.
- The cost of future maintenance and repairs performed by the Campton Township Highway District to said Speed-Trailer shall be split equally, 50%/50% by both agencies.

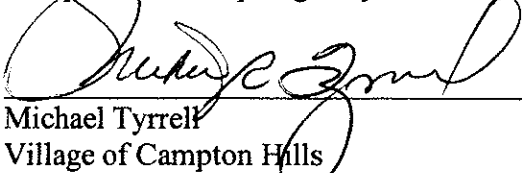
This Intergovernmental Agreement will take effect from the date of signing by the Campton Township Highway Commissioner and the Village President of the Village of Campton Hills.

Cancellation of said agreement will take effect 30 days from written notice by one party, notifying the other of their 'Intent to Cancel.'



Sam Gallucci
Campton Township Highway Commissioner


10-01-19
Date



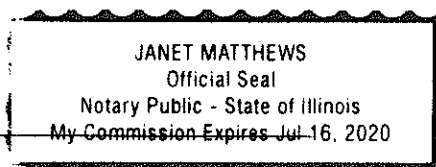
Michael Tyrrell
Village of Campton Hills

Oct 1, 2019
Date

Attest:



Notary Public Signature
Seal:



Oct 4, 2019
Date

**RIDER TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CAMPTON TOWNSHIP HIGHWAY DEPARTMENT AND
THE VILLAGE OF CAMPTON HILLS**

- R-1.** The Parties hereto are entering into that certain Intergovernmental Agreement (the "*Agreement*") by and between the Village of Campton Hills (the "*Village*") and the Campton Township Highway District (the "*Highway District*"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.
- R-2** Conflicts. This rider ("*Rider*") supplements the Agreement and this Rider and the Agreement shall constitute one document. In the event of any inconsistency between the provisions of this Rider and the provisions of the Agreement, the provisions of the Rider shall prevail.
- R-3.** Indemnification. To the fullest extent permitted by law, the Village shall indemnify, protect, defend and hold harmless the Highway District and its past and present officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives, attorneys, independent contractors, successors or predecessors and any other party in any way related to the Highway District, and the Highway District's interest in any property (collectively, the "*Highway District Parties*"), from and against any and all claims, losses, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, costs and expenses (including orders, judgments, fines, forfeitures, amounts paid in settlement, reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, proximately occurring or alleged to have occurred in whole or in part in connection with the Village's use or possession of the 2001 Kustom Signals Speed-Trailer, or any negligent act or omission committed by the Village or its past and present officials (whether elected or appointed), board members, employees, volunteers, insurers, directors, agents, officers, representatives, attorneys, independent contractors, successors or predecessors and any other party in any way related to the Village (collectively, the "*Village Parties*") in the performance of the Agreement.

To the fullest extent permitted by law the Highway District shall indemnify, protect, defend and hold harmless the Village and its past and present officials (whether elected or appointed), board members, employees, volunteers, insurers, directors, agents, officers, representatives, attorneys, independent contractors, successors or predecessors and any other party in any way related to the Village (collectively, the "*Village Parties*"), from and against any and all claims, losses, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, costs and expenses (including orders, judgments, fines, forfeitures, amounts paid in settlement, reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, proximately occurring or alleged to have occurred in whole or in part in connection with the Highway District's use or possession of the 2001 Kustom Signals Speed-Trailer, or any negligent act or omission committed by the Highway District or its past and present officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives, attorneys, independent contractors, successors or predecessors and any other party in any way related to the Highway District (collectively, the "*Highway District Parties*") in the performance of the Agreement.

This Section shall be interpreted as broadly as possible under state and federal law.

Waiver. To the fullest extent permitted by law, the parties waive any limits to the amount of their obligations to indemnify, defend or contribute to any sums due under any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including any claim by any employee of the other party that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision.

Survivability. The rights and obligations under this Section R-3 shall survive the termination or expiration of this Agreement with respect to any and all facts, events or circumstances occurring or arising prior to such expiration or termination.

Additional Obligations. The parties acknowledge and agree that obligations under this Section R-3 are in addition to any other obligations of a party under this Agreement.

R-4 Insurance. The parties shall procure and maintain at each party's own expense, or cause to be provided and maintained, during the Term of this Agreement, the types and limits of insurance sufficient to cover all of each party's operations under the Agreement, whether performed by the Village, Village Party, Highway District, or Highway District Party.

General Insurance Requirements. Unless otherwise provided above, all insurance policies required pursuant to this Agreement shall: (i) provide that the insurance policy may not be suspended, voided, canceled, non-renewed, or reduced in coverage or in limits without sixty (60) days' prior written notice by certified mail, return receipt requested, to the other party; (ii) be issued by a company or companies authorized to do business in the State of Illinois with a Best's rating of no less than A:VII; (iii) waive all rights of subrogation of insurers against the other party, its employees, elected officials, and agents; and (iv) name the other party as a named insured.

No Offset or Contribution. The insurance requirements set forth in this Section R-4 shall in no way limit or be used to offset against a party's indemnification obligations under this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Rider, and this Agreement shall be deemed accepted, as of the date first above written.

**CAMPTON TOWNSHIP HIGHWAY
DISTRICT**, an Illinois unit of local government

By:


Sam Gallucci, Highway Commissioner

VILLAGE OF CAMPTON HILLS,

By:


Michael Tyrrell, Village President