

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF CAMPTON HILLS AND
THE CAMPTON TOWNSHIP HIGHWAY DISTRICT
RELATIVE TO LESO EQUIPMENT PROGRAM STORAGE**

This Agreement ("Agreement") is made this **5th day of January 2021**, by and between the Village of Campton Hills (hereinafter the "Village"), an Illinois Municipal Corporation and unit of local government, and the Campton Township Highway District (hereinafter the "District"), a Township Road District and unit of local government.

WHEREAS, Section 10 of Article 7 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among and between themselves in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. permits any powers, privileges or authority exercised or which may be exercised by a unit of local government to be exercised jointly with any other unit of local government; and

WHEREAS, pursuant to a court order entered on May 14, 2007 in Kane County Case Number 06 MCK 6, the Village of Campton Hills has been duly incorporated as an Illinois Municipal Corporation and unit of local government; and

WHEREAS, the Village has acquired two (2) 1994 Honda Fourtrax All-Terrain Vehicles (ATV's) and a Snowmobile, and from time to time may acquire additional equipment from the State of Illinois Law Enforcement Support program commonly referred to as the "LESO Program" or "1033 and is administered by the Defense Logistics Agency (DLA) Disposition Services, LESO; and

WHEREAS, the parties understand and acknowledge that the Village does not have the appropriate facilities to store equipment acquired through the LESO Program; and

NOW THEREFORE, in consideration of the mutual covenants and provisions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the District hereby agree as follows:

1. The recitals set forth above are hereby incorporated herein verbatim.
2. **STORAGE RESPONSIBILITIES.** The District has available storage space at the Highway District location, 5N790 State Rt. 47, Maple Park, Il 60151 or at the Annex Building, 42W525 Beith Road, Elburn, Il 60119 for the various LESO program equipment listed in Addendum A as may be modified from time to time.
3. **INDEMNIFICATION.** The Village shall defend, indemnify and hold harmless the District, and its officers, agents and employees, from all and any liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorney's fees, arising out of or resulting from the negligence, malfeasance, or misfeasance of the Village or its officers, agents, or employees as well as provide coverage for equipment LESO program equipment.

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The District shall defend, indemnify and hold harmless the Village, and its officers, agents and employees, from all and any liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorney's fees, arising out of or resulting from (1) the negligence, malfeasance, misfeasance of the District or its officers, agents or employees in the performance or non-performance of any act pursuant to this Agreement; or (2) from any claim by an employee, agent or subcontractor of the District.

The Village will be responsible for insurance coverage or Risk Management Coverage for their liabilities as set forth above and shall provide the District from time to time with current Certificates of Coverage which include the District as an additional party insured.

4. TERM AND TERMINATION. This Agreement shall remain in full force and effect from the date first above written (which date shall be the first date on which the execution of this Agreement is approved by the last of both the Village and the District), and it shall terminate on _____, 20__ . Provided, however, either party may terminate this Agreement in its sole discretion upon not less than Eighteen (18) months written notice as provided in section 5 B below

5. MISCELLANEOUS.

A. GOVERNING LAW. The parties agree that the statutory and case law of the State of Illinois shall govern the validity, performance and enforcement of this Agreement.

B. NOTICES. All notices or other writings which any party hereto as required or permitted to give in connection with this Agreement shall be in writing and shall be served by personal delivery, which service shall be effective as of the date of such delivery, or mailed by registered or certified mail, return receipt requested, with proper postage prepaid, which service shall be effective two (2) business days after the date of such mailing, and addressed as follows or to such other person or addressed as either party may designate from time to time by written notice given to the other party pursuant hereto:

If to Village: Village Clerk
Village of Campton Hills
40W115 Campton Crossings Dr
Campton Hills, IL 60175

With a copy to: Attorney Matt Welsh
Montana & Welch, LLC
11952 South Harlem Avenue, Suite 200A
Palos Heights IL 60463

If to District: Campton Township Highway Commissioner

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5N790 Route 47
Maple Park, IL. 60151

With a copy to: Gerald K. Hodge
Kinnally, Flaherty, Krentz, Loran, Hodge & Masur, PC
2114 Deerpath Road
Aurora, Il 60505
630-907-0909
ghodge@kfkllaw

C. SEVERABILITY. If any provision of this Agreement are held to be invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect in any way any of the other provisions set forth herein, which provisions shall be enforceable to the fullest extent possible.

D. AMENDMENTS. The parties hereto agree that this Agreement and all Exhibits attached hereto may be amended only by the mutual consent of the parties in the same fashion and in the same manner used to adopt this Agreement, and authorize its execution in the first instance.

E. HEADINGS. The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part here of and do not modify, interpret or construe understandings of the parties hereto.

F. COUNTERPARTS. This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same agreement.

G. ORIGINALS. This Agreement may be reproduced by means of carbons, Xerox process or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed and the same is hereby declared to be a duplicate original of this Agreement

H. SINGULAR AND PLURAL. Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

I. WAIVER. No waiver by either party of any breach of any term or condition hereto shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition hereto. No term or condition of this Agreement shall be deemed waived by either party unless waived in writing.

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J. ENTIRE AGREEMENT. Except as hereinafter expressly provided, this Agreement supersedes all prior agreements, negotiations, and representations and is a full integration of the entire agreement of the parties.

K. REMEDIES.

(i) The parties hereto may, at law or in equity, by sole, action, mandamus or other proceeding, enforce or compel the performance of this Agreement with the prevailing party being entitled to all costs and expenses. No action taken by either party hereto pursuant to the provisions of this section or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to either party at law or in equity.

(ii) In the event of any breach of or default under this Agreement, the parties shall give prompt written notice of such alleged breach or default and the party receiving such notice shall have thirty (30) days after receipt of such notice to cure such alleged breach or default, prior to the seeking of any remedy provided for herein, provided, however, that said thirty (30) day period shall be reasonably extended if the defaulting party has initiated the cure of said breach of the default and is diligently proceeding therewith.

Village

Village of Campton Hills

District

Campton Hills Township Road District

By: _____

Mike Tyrrell
Village President

By: _____

Sam Gallucci
Highway Commissioner

Attest:

By: _____

Lynn Baez
Village Clerk

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ADDENDUM A

1. All-Terrain Vehicles (ATVs)

- **RED**, 1994 Honda. TRX300FW. VIN: 478TE1503RA600475, and;
- **BLUE**, 1994 Honda TRX300FW. VIN: 478TE1507RA623405.

2. _____ Snowmobile

RESOLUTION NO. R-21-01

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS AND CAMPTON TOWNSHIP HIGHWAY DISTRICT, A TOWNSHIP ROAD DISTRICT AND UNIT OF LOCAL GOVERNMENT IN ILLINOIS.

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, Section 10 of Article 7 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among and between themselves in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Village and the Campton Township Highway District (the "*District*") agree to the Village acquiring two All-Terrain Vehicles (ATVs) through the Federal Government Defense Agency's *State of Illinois Law Enforcement Support Program* (LESO program) pursuant to the attached Agreement (the "*Agreement*"); 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 RESOLVED 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 by and between the Village and the District, which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board with such necessary non-material changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. That the Village President, Village Clerk and Village Attorney are hereby authorized to execute the Agreement on behalf of the Village. The officials and officers of the Village are further hereby authorized 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.

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Passed this 5th day of January, 2021, pursuant to a roll call vote as follows:

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

APPROVED this 5th day of January, 2021



Michael Tyrrell, Village President

(SEAL)

ATTEST:



Lynn Baez, Village Clerk

Exhibit A

Agreement