

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE LISLE TOWNSHIP ROAD DISTRICT AND THE
NAPERVILLE TOWNSHIP ROAD DISTRICT
FOR THE PROVISION OF CERTAIN SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into between the Lisle Township Road District, ("Lisle Road District"), a unit of local government under the laws and Constitution of the State of Illinois, with offices at 4719 Indiana, Lisle, Illinois, 60532, and the Naperville Township Road District ("Naperville Road District"), a unit of local government of the State of Illinois, with offices at 31W331 North Aurora Road, Naperville, Illinois, 60563. The Lisle Township Road District and Naperville Township Road District are together referred to herein as the "Parties" and individually as "Party."

RECITALS

WHEREAS, the Lisle Road District and the Naperville Road District are units of local government within the meaning of Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine, or transfer any power or function; and

WHEREAS, the Highway Commissioners of the Lisle Road District and the Naperville Road District support Governor Rauner's goal to share and consolidate governmental services when it is beneficial for the taxpayers to do so; and

WHEREAS, the Highway Commissioners of the Lisle Road District and the Naperville Road District have determined that, working together through intergovernmental cooperation, it will be cost efficient and effective for the Lisle Road District to perform certain services and operations currently provided by the Naperville Road District under the terms and conditions provided herein to the mutual benefit of the taxpayers of both Road Districts; and

WHEREAS, the Highway Commissioners of the Lisle Road District and the Naperville Road District have determined that, by working together cooperatively, they can share equipment and resources with each other to work more effectively and efficiently; and

WHEREAS, the Lisle Road District has proposed to the Naperville Road District to provide services to the residents of the Naperville Road District which do not decrease their

current road services unlike the proposal submitted by the City of Naperville at the Naperville City Council's meeting on June 7, 2016; and

WHEREAS, the Lisle Road District has proposed to the Naperville Road District to provide services to the residents of Naperville Road District at a much lower cost and much more effectively, efficiently and cooperatively than the proposal submitted by the City of Naperville at the Naperville City Council's meeting on June 7, 2016 without a reduction in service levels; and

WHEREAS, the Highway Commissioners of the Lisle Road District and the Naperville Road District have determined that it is in the best interests of the taxpayers of their respective Districts to enter into this Agreement.

NOW, THEREFORE, and in consideration of the premises and mutual covenants contained herein, the Parties agree that:

AGREEMENT

SECTION 1: PRELIMINARY PARAGRAPHS. The foregoing recitals are incorporated herein by reference as though fully set forth herein.

SECTION 2: TERM OF AGREEMENT. Services under this Agreement shall begin on August 15, 2016 and end on June 30, 2017, unless terminated as provided herein.

SECTION 3: SERVICES. The Lisle Road District shall perform the Services set forth in Exhibit A within the boundaries of the Naperville Township Road District, or as otherwise required by law or the intergovernmental agreement previously entered into by the Naperville Road District for right-of-way mowing with the County of DuPage. The parties may agree to add additional services that are within the scope of services that Illinois road districts may legally provide.

SECTION 4: PERFORMANCE OF SERVICES. The Lisle Township Highway Commissioner shall supervise, direct, or control the manner of performance of the Services provided hereunder, with input from the Naperville Township Highway Commissioner or his designee. For those services that the Lisle Road District will be performing under this Agreement, it is understood that the Lisle Road District retains the right, at its sole discretion, to contract with one or more individuals or entities to provide one or more of the Services and/or to provide said Services directly. Upon request of the Lisle Township Highway Commissioner, the Naperville Road District will provide one employee to the Lisle Road District, who shall supplement the work being performed under this Agreement under the direction of the Lisle Township Highway Commissioner, while remaining an employee of the Naperville Road District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Naperville Road District and any employee or agent of the Lisle Road District, although it is expected that both Road Districts will work cooperatively with one another.

SECTION 5: COST OF SERVICES. The annual cost for the services provided

hereunder will be \$275,000.00 Said sum shall be paid in twelve (12) equal monthly installments by the Naperville Township Road District to the Lisle Township Road District on the 25th day of each month. Should the parties decide to expand the services provided beyond what is specified in Exhibit A, the Parties will establish an additional cost for the additional work, which may be provided and paid for as set forth herein. The Lisle Road District shall not be required to submit monthly invoices, except when the parties agree to add additional services. If the parties agree to add additional services, the Naperville Road District shall pay for those additional services within forty-five (45) calendar days of receipt of an invoice from the Lisle Road District. The Highway Commissioners shall annually meet 130 days before expiration of this agreement to determine if, due to economic circumstances, any price adjustment is necessary to the cost of services.

SECTION 6: ONGOING COLLABORATION. The Highway Commissioners or their designees may choose to meet each month, or as otherwise determined by them as needed, to review performance of Services and discuss any issues that may arise.

SECTION 7: SHARING OF EQUIPMENT AND MACHINERY. Each Road District will maintain their own equipment and machinery and make it available to the other Road District as needed, as has historically been the practice of these Road Districts.

SECTION 8: TERMINATION OF AGREEMENT. This Agreement shall commence on August 15, 2016 and shall continue in effect until June 30, 2017. Thereafter, this Agreement shall automatically renew for one year periods annually, unless it is terminated in accordance herewith.

(A) **JOINT TERMINATION.** The parties may jointly terminate this agreement on mutually agreed terms at any time.

(B) **TERMINATION BY EITHER PARTY.** Either party may terminate this Agreement for any reason upon a minimum of one hundred and twenty (120) days written notice to the other.

(C) **PAYMENT OBLIGATION.** Termination of this Agreement shall not relieve the Naperville Road District of payment of any amounts due to the Lisle Road District hereunder for services performed.

SECTION 9. DEFENSE AND INDEMNIFICATION. Subject to prompt notice of the service of any suit or any claim, action, loss, or other damages provided by the Naperville Road District to the Lisle Road District's Highway Commissioner, the Lisle Road District shall defend, indemnify, and hold the Naperville Road District, and their respective elected officers, employees, and agents, harmless from claims of injuries, liabilities, causes of action, losses, and damages claimed by any person or entity alleged to have been caused by the negligent, willful or wanton, or intentional act or omission in the performance of Services hereunder on the part of the Lisle Road District or its contractors, subcontractors, engineers, consultants, employees, or agents unless such claims, liabilities, causes of action, losses, or damages were caused by the negligent, willful or wanton, or intentional conduct of Naperville Road District or its employees, representatives, or contractors. Nothing contained herein shall be construed as a limitation or waiver of defenses available to the Lisle Road District and its agents, including, but not limited to the Illinois Local Government and Local Governmental Employees Tort Immunity Act.

SECTION 10. NOTICES. Whenever notice is required to be given pursuant to this Agreement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the Parties at their respective addresses as set forth below, or at such other addresses as any Party, by written notice in the manner specified above to the other Parties hereto, may designate from time to time. All notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

FOR THE LISLE TOWNSHIP ROAD DISTRICT:

Lisle Township Highway Commissioner
4719 Indiana Avenue
Lisle, IL 60532

With a copy to its attorney:

Keri-Lyn J. Krafthefer
Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

FOR THE NAPERVILLE TOWNSHIP ROAD DISTRICT:

Naperville Township Highway Commissioner
31W331 North Aurora Road
Naperville, IL 60563

With a copy to its attorney:

Richard J. Tarulis
Brooks, Tarulis & Tibble, LLC
1733 Park Street, #100
Naperville, IL 60563

SECTION 11: GOVERNING LAW. This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

SECTION 12: BINDING EFFECT. This Agreement shall be binding upon the Parties hereto and their successors and assigns.

SECTION 13: AMENDMENT. Except as otherwise provided herein, this Agreement may be modified or amended only by a written amendment to this Agreement fully executed by the Naperville Township Highway Commissioner and the Lisle Township Highway Commissioner.

SECTION 14: SEVERABILITY. 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.

SECTION 15: ATTORNEYS' FEES. In the event that any Party hereto seeks enforcement of any aspect of this Agreement by filing a complaint in court, the prevailing Party shall be entitled to full reimbursement for all attorneys' fees and costs therefor which shall be paid within thirty (30) days of receipt of an invoice therefor.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge that they have read and understand this Agreement and intend to be bound by its terms.

LISLE TOWNSHIP ROAD DISTRICT

BY: Ed Young
Ed Young, Highway Commissioner

ATTEST: [Signature]
Robert Klaeren, Lisle Road District Clerk

NAPERVILLE TOWNSHIP ROAD DISTRICT

BY: Stan Wojtasiak
Stan Wojtasiak, Highway Commissioner

ATTEST:
[Signature]
Barry Greenberg, Naperville Road District Clerk

Dated this _____ day of August, 2016



Laura Jean Pantaleo 08/12/16

EXHIBIT A – SERVICES

1. **Brush Collection Services**
Six monthly bulk curbside collection per year (May-October)
2. **EAB services**
Treatment for estimated 75 parkway ash trees to be aligned with Lisle Road District's treatment program
3. **Forestry Services (Non-EAB)**
Tree Trimming; Removal; Planting; Stump-grinding
4. **General Roadway Maintenance**
Includes Traffic Operations; Asphalt Patching; Maintaining Passage
5. **Leaf Collection Services**
3 curbside passes (weather dependent) per Calendar Year between October 15-
November 30
6. **Mosquito Abatement**
Briquette Drop in Stormwater Inlets & Catch Basins
7. **Mowing and Herbicide Services**
Mowing (5-8 per season) and herbicide applications (3-4 per season)
8. **Storm Sewer Maintenance**
Inlets cleaned semi-annually, repairs as needed
9. **Street Sweeping Services**
2 sweeps per Calendar Year
10. **Winter Operations**
Continuation of existing service level

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