

RESOLUTION 2018-11 Approved: June 5, 2018

**AUTHORIZING THE VILLAGE PRESIDENT TO ENTER
INTO AN INTERGOVERNMENTAL AGREEMENT WITH
CORTLAND TOWNSHIP ROAD DISTRICT**

BE IT RESOLVED BY THE BOARD OF TRUSTEES of the Village of Maple Park, Illinois, as follows:

Section 1. That the Village President be authorized and directed to execute an Intergovernmental Agreement with the Cortland Township Road District, a copy of which is attached hereto and made a part hereof as Exhibit "A".

Section 2. That the Village Clerk of the Village of Maple Park be authorized and directed to attest the Village President's signature.

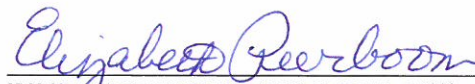
PASSED BY THE BOARD OF TRUSTEES of the Village of Maple Park, Illinois, at a regular meeting thereof held on the 5th day of June, 2018 and approved by me as Village President on the same day.

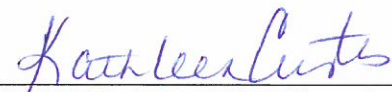
Ayes: Shaver, Dries, Goucher, Dalton, Higgins, Harris (remote)

Nays: None

Absent: None

ATTEST:


ELIZABETH PEERBOOM, Village Clerk


KATHLEEN CURTIS, Village President



INTERGOVERNMENTAL COOPERATION AGREEMENT

This agreement is made this 6th day of June, 2018 between Cortland Township Road District, a unit of local government whose principal address is 14 S Prairie St., Cortland, IL 60112 (hereafter "Cortland Township Road District"), and the Village of Maple Park, a unit of local government whose principal address is 302 Willow St., Maple Park, IL 60151 (hereafter "Village of Maple Park"). The parties enter into this agreement pursuant to the authority granted to each of them by Article VII, Sec. 10 of the Constitution of the State of Illinois adopted at special election on December 15, 1970 and the Intergovernmental Cooperation Act.

WHEREAS, there are various roads throughout Cortland Township Road District and the Village of Maple Park which overlap, the parties agree that it is to both of their benefit to delineate to the deicing, snow removal and ditch mowing of said roads so the responsibility is clear, and duplication of costs and effort is avoided.

In consideration of the mutual obligations and promises between and among the parties contained in this agreement, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

- 1. Shared Responsibility for Snow Removal, Deicing and Ditch Mowing:**
 - a. The Village of Maple Park and Cortland Township Road District acknowledge that there are certain roads that are under the jurisdiction of both the Cortland Township and the Village of Maple Park, which are traversed by both parties in the ordinary course of their respective activities. With regard to these roads, the primary responsibility for snowplowing, deicing and ditch mowing activities shall be shared equally by both parties.
 - b. Each party shall use its own equipment, materials and labor and pay the costs for said equipment, materials and labor for their respective services.
2. This agreement will remain in place until one or both parties deem it unnecessary.
3. Either party may at any time voluntarily provide additional maintenance beyond deicing, snow removal and ditch mowing, subject to paragraphs 4-6 below. Such voluntary maintenance shall not obligate the party performing the voluntary maintenance to any action or inaction now or in the future. All ongoing maintenance, resurfacing, asphalt and replacement shall remain the responsibility of the party whose jurisdiction the road lies.
4. This written instrument is the entire agreement between the parties and changes may only be made in writing that is duly executed by both parties. The parties signing below acknowledge and affirm that they have the authority to execute this Agreement.
5. With respect to any services required to be provided by either party under this Agreement, each party shall be individually responsible for determining the time at which it provides services, the nature and extent of services required, and the

means, materials and mechanism for performing such services. Neither party shall be responsible for the action or inaction of the other party.

6. The Village of Maple Park and Cortland Township Road District agree that each shall maintain comprehensive general liability and other insurance in amounts determined to be appropriated by their respective corporate authorities. The Village of Maple Park agrees that it shall indemnify, defend and hold harmless Cortland Township Road District from any alleged claim arising solely out of the action or inaction of the Village of Maple Park with respect to the performance of obligations of the Village of Maple Park under the terms of the Agreement or the negligence or willful and wanton misconduct of the Village of Maple Park. Cortland Township Road District agrees that it shall indemnify, defend and hold harmless the Village of Maple Park from any alleged claim arising solely out of the action or inaction of Cortland Township Road District with respect to the performance of obligations of Cortland Township Road District under the terms of the Agreement or the negligence or willful and wanton misconduct of Cortland Township Road District. The parties agree that they shall cooperate in the defense of an alleged claim arising out of the mutual or joint conduct of the parties.

Executed on the date first written above by:

Naylord Lockwood

Cortland Township Road District Commissioner

Witness:

Clara Smedley

Kathleen Curtis 6/6/18

Village of Maple Park President

Elizabeth Reerboom

Village of Maple Park Witness

