

**A RESOLUTION APPROVING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT WITH THE  
CUBA TOWNSHIP ROAD DISTRICT**

**WHEREAS**, the Village of Barrington Hills (the "Village") is a home rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois, and as such is authorized to take all reasonable action pertaining to its affairs in accordance therewith; and

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and 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 ordinance; and

**WHEREAS**, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, the Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1, *et seq.*, authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

**WHEREAS**, the Village, for the past several years, has contracted with the Cuba Township Road District for provision of snow plowing of the roads within the Village; and

**WHEREAS**, Cuba Township and the Village have negotiated the terms of a new Intergovernmental Agreement for purposes of such services on the terms and conditions as set forth in the Intergovernmental Agreement attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, in review of the Intergovernmental Agreement it is the recommendation that the Village execute it, the President and Board of Trustees of the Village hereby determine that the Village's execution of the Intergovernmental Agreement attached hereto as Exhibit A is in furtherance of the best interests, health and safety of the citizens of the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry, Illinois, as follows:

**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** The President and Board of Trustees of the Village hereby approve of the execution of the Intergovernmental Agreement with Cuba Township Road District, attached as Exhibit A.

**SECTION THREE:** The Village President is authorized to execute, on behalf of the Village, the Intergovernmental Agreement, as attached hereto as Exhibit A, by affixing his signature thereto, and the Village Clerk is similarly authorized to attest to the signature of the President as an act on behalf of the Village.

**SECTION FOUR:** Upon execution of the Intergovernmental Agreement, staff and appointed representatives of the Village are authorized to take all actions requisite for the Village's compliance with its obligations set forth in Exhibit A.

**SECTION FIVE:** This Resolution shall take effect immediately upon its passage and approval as provided by law.

Ayes: 7 (Strauss, Riff, Ekstrom, Buettner, Croll, Konicek, Cecola)  
Nays: 0  
Absent: 0

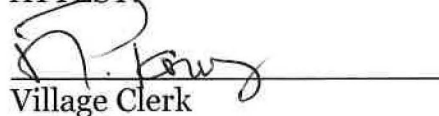
**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 28th day of June, 2021.

APPROVED:



Village President

ATTEST:



Village Clerk

# EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF Barrington Hills, ILLINOIS, AND  
THE CUBA TOWNSHIP ROAD DISTRICT, LAKE COUNTY, ILLINOIS**

This Intergovernmental Agreement (hereinafter, "Agreement") is entered into this 28th day of June, 2021, by and between the Village of Barrington Hills, an Illinois municipal corporation (hereinafter, the "Village"), and the Cuba Township Road District, an Illinois unit of local government (hereinafter the "Road District").

**RECITALS**

WHEREAS, the Village of Barrington Hills, Illinois, ("the Village"), is a municipality lawfully organized and existing under the Constitution and laws of the State of Illinois; and,

WHEREAS, the Cuba Township Road District ("the Road District") is a unit of local government established under the Illinois Highway Code, 605 ILCS 5/6-101, et. seq.; and,

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois provides that units of local government may contract 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,

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq. provides additional powers to units of local government that work together; and

WHEREAS, the Village Board and the Road District have determined that it is in the best interests of each of them, respectively, to enter into the terms of this Intergovernmental Agreement, and that their residents and constituents will receive benefits from this Intergovernmental Agreement;

NOW, THEREFORE, inconsideration of the mutual agreements contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed by and between the parties as follows:

**SECTION 1: PRELIMINARY PARAGRAPHS.** The preliminary paragraphs set forth above are incorporated herein as part of this Intergovernmental Agreement.

**SECTION 2: TERM OF AGREEMENT.** This Agreement shall commence immediately upon the signing of this document by the Highway Commissioner and the approval of this Agreement by the Village Board. This Agreement shall terminate on 09/30/2021.

**SECTION 3: SERVICES.** The Road District shall provide such services to the Village as specified in Exhibit A.

**SECTION 4: PAYMENT FOR SERVICES.** The Village agrees to pay the Road District for services as specified in Exhibit B.

**SECTION 5: INDEMNIFICATION.** The Road District, its employees and contractors shall indemnify and hold harmless the Village and any of its officers, officials, employees, or agents from any and all claims, demands, liability, loss, damages, fines penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of the Road District or any of its officers, officials, employees, contractors or agents related to services performed under this Intergovernmental Agreement. The Village, its employees and contractors shall indemnify and hold harmless the Road District and any of its officers, officials, employees, or agents from any and all claims, demands, liability, loss, damages, fines penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of the Village or any of its officers, officials, employees, contractors or agents related to the terms of this Intergovernmental Agreement. Both parties shall name each other as an additional insured on their insurance policies and provide each other with copies of their certificates of insurance policies so stating.

**SECTION 6: PUBLIC LIABILITY INSURANCE.** The parties shall each carry public liability insurance in an amount of not less than \$1,000,000.00 per person, per occurrence, and such policies shall name the other party as an additional insured for the terms performed pursuant to this Agreement. Both parties shall provide each other with copies of their certificates of insurance policies so stating.

**SECTION 7: SEVERABILITY.** If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent permitted by law.

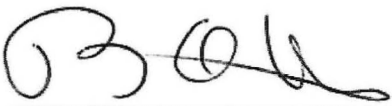
**IN WITNESS THEREOF,** the parties have executed this Agreement on the day and date appearing before their respective signatures.

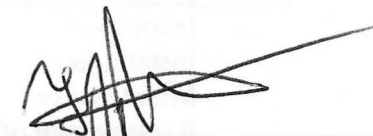
Dated: June 28, 2021

Dated: July 9<sup>th</sup>, 2021

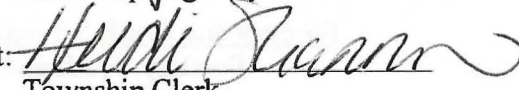
VILLAGE OF Barrington Hills

CUBA TOWNSHIP ROAD DISTRICT

By:   
Village President

By:   
Township Highway Commissioner

Attest:   
Village Clerk

Attest:   
Township Clerk

## EXHIBIT A: SERVICES TO BE PERFORMED UNDER THIS AGREEMENT

### Snow, ice removal, and salt spreading services

- Snow and ice removal
- Salt storage
- Salt spreading
- Snow removal - Village Hall
- Snow removal – Village Parking lots
- Snow removal – Village streets and intersections
- Snow removal - pedestrian walkways
- Restoring damaged street shoulders, sod, turf
- Restoring damaged mailboxes, driveways, signs, streets
- Homeowners Association services available

### Road Maintenance Services

- Pothole patching
- Shoulder repair
- Road resurfacing
- Crack sealing and routing
- Inspection of driveways and roads
- New construction inspection services
- Animal carcass removal

### Storm Water Services

- Culvert and catch basin services
- Cleaning of culverts and catch basins
- Culvert and storm drain maintenance
- Replacement of culverts and catch basins
- Ditching
- Reshaping and cleaning of road swales
- Inspection services for culverts

### Roadway Sign Services

- Inspection
- Installation
- Maintenance
- Replacement of damaged signs

### Forestry and Brush Services

- Forestry, brush and tree trimming services
- Roadside brush and grass cutting
- Mowing services
- Emergency tree and branch removal
- Storm clean up
- Rights of way tree and branch trimming
- Stump grinding
- Removal of diseased trees
- Mulch and firewood services

## EXHIBIT B

### TERMS OF PAYMENT

The Village shall pay the Road District the following within 45 days of being billed by the Road District:

1. The Road District shall submit monthly invoices to the Village. The Village shall pay the Road District the cost of any labor, equipment and materials used by the Road District as invoiced by the Road District.
3. In the event the Village fails to timely pay the Road District, the Road District shall be under no obligation to continue to perform the terms of this Agreement.