

DOCUMENT VET SHEET
for
Chris Lauzen
Chairman, Kane County Board

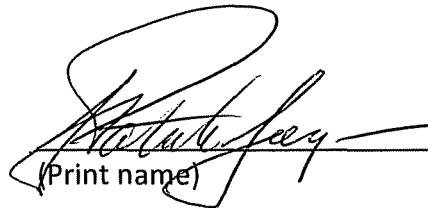



Name of Document: **Intergovernmental Maintenance Facility Agreement
with Rutland Township**

Submitted by: **Linda Haines**

Date Submitted: **December 19, 2012**

Examined by:


(Print name)


(Signature)

12-19-12
(Date)

Comments:

Post on Web: Yes No

Atty. Initials: 

Chairman signed: Yes No

Date: 1-7-13

Document returned to: _____

INTERGOVERNMENTAL MAINTENANCE FACILITY AGREEMENT

This Agreement is hereby made and entered into this ____ day of December 2012, by and between the Rutland Township Road District by and through the Rutland Township Highway Commissioner, (hereinafter the "Road District") and the County of Kane, a body corporate and politic of the State of Illinois (hereinafter referred to as the "County"). The Road District and the County are hereinafter collectively referred to as the "Parties" and each individually as a "Party".

WITNESSETH

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and the Intergovernmental Cooperation Act at 5 ILCS 220/1, et seq., authorize the County and the Road District to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County and the Road District desire to develop a mutually satisfactory arrangement for the shared use of the storage yard at the Road District's Maintenance and Storage Facility located at 16N491 Powers Road, Gilberts, Illinois 60136 (hereinafter referred to as "Facility"); and

WHEREAS, this Agreement shall be of benefit to the citizens of the County and the Road District in that it shall facilitate the safe and efficient movement of automobile traffic.

NOW, THEREFORE, in consideration of the above stated preambles and the mutual promises and covenants as contained herein and for other good and valuable consideration, the sufficiency of which is agreed to by the Parties, both the County and the Road District covenant, agree and bind themselves as follows:

- A. The Parties acknowledge and agree that the preambles set forth hereinabove are incorporated into and made a part of this Agreement.
- B. The Road District shall prepare the southernmost bin at the Road District's storage yard of the Facility (hereinafter referred to as the "Bin"). The Bin shall be covered to protect the contents thereof from the elements. The Road District shall make the Bin available to the County no later than November 1, 2012. The Bin shall be available to the County for the exclusive use of the County from November 1, 2012 through April 30th, 2013, November 1, 2013 through April 1, 2014, November 1, 2014 through April 1, 2015, November 1, 2015 through April 1, 2016, and November 1, 2016 through April 1, 2017 as long as this Agreement remains in effect. The Bin and its location shall allow the County to freely receive salt deliveries to the Bin, push deliveries into the Bin and load County trucks adjacent to the Bin utilizing a "loader" as hereinafter defined.
- C. The County shall use the Bin for the purpose of storing road deicing materials; primarily road salt. The County shall order and maintain at its cost, its own road salt supply for the Bin.

- D. The County shall have staff on site at the Bin to receive the County's salt deliveries to the Bin in order to insure that said salt deliveries are promptly dumped and pushed into the Bin immediately upon delivery thereof.
- E. The County shall deliver and maintain on site at the Facility, as needed by the County, a four wheel, rubber tire, articulated, hydraulic front bucket material loader (hereinafter the "loader") for the purpose of pushing County salt deliveries into the Bin and loading County trucks with salt from the Bin. Within the Facility, the Road District shall provide a suitable parking area for the loader with an electrical outlet capable of supporting an engine block heater for the loader. Said parking area and electrical outlet shall be available to the County for the exclusive use of the County as long as this Agreement remains in effect.
- F. The County shall have unrestricted access to the Facility for the aforesaid purposes during the term hereof.
- G. During the term of this Agreement the County shall provide once each November, one semitrailer load of road salt (approximately 22 tons) to the Road District for snow removal use on the Road District's Roads.
- H. During the term hereof, at the conclusion of each winter snow removal season, the County shall sweep the Bin clean and remove the loader from the Facility.
- I. The Road District shall indemnify, defend, and save harmless as herein provided, the County, its officers, agents, officials, servants, and employees from any and all liability, claims, manner of actions, cause, and causes of action, suits, sums of money, covenants, controversies, agreements, promises, damages, judgments, claims, and demands, whatsoever, in law or in equity, and particularly and without limiting the generality of the forgoing any and all personal injuries, property damage or death, including claims for indemnity or contribution, attorneys' fees, and litigation expenses all and in any case or manner arising out of, caused by, or in consequence of the negligence of the Road District's employees, officers, agents, or servants, or out of, caused by, or in consequence of and relating in any manner to this Agreement and the Road District's use of and jurisdiction over the Facility, including but not limited to its storage yard, Facility, and the Bin as described hereinabove. Nothing contained herein shall be construed as prohibiting the County from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.
- J. The County shall indemnify, defend, and save harmless as herein provided, the Road District, its officers, agents, officials, servants, and employees from any and all liability, claims, manner of actions, cause, and causes of action, suits, sums of money, covenants, controversies, agreements, promises, damages, judgments, claims, and demands, whatsoever, in law or in equity, and particularly and without limiting the generality of the forgoing any and all personal injuries, property damage or death, including claims for indemnity or contribution, attorneys' fees, and litigation expenses all and in any case or manner arising out of, caused by, or in consequence of the negligence of the County's employees, officers, agents, or servants, or out of, caused by, or in consequence of and relating in any manner to this Agreement and the County's use of the storage yard,

Facility and the Bin as described hereinabove. Nothing contained herein shall be construed as prohibiting the Road District from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.

- K. The term of this Agreement shall end on April 15, 2017.
- L. The failure of either Party hereto, at any time, to insist upon performance or observation of any term, covenant, agreement, or condition contained herein shall not in any manner be construed as waiver of any right to enforce any term, covenant, agreement, or condition herein contained.
- M. The terms of this Agreement shall be severable. In the event any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.
- N. This Agreement shall be subject to and governed by laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.
- O. This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the Parties.
- P. This agreement may be terminated between the dates of April 15, 2013 and September 15, 2013, April 15, 2014 and September 15, 2014, April 15, 2015 and September 15, 2015, and April 15, 2016 and September 15, 2016, upon thirty (30) days written notice by either Party.

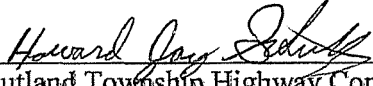
IN WITNESS WHEREOF, the County and the Rutland Township Highway Commissioner have caused this Agreement to be signed and attested by their officials, pursuant to lawful authorizations for its execution.

COUNTY OF KANE



Chairman, Kane County Board

RUTLAND TOWNSHIP ROAD DISTRICT

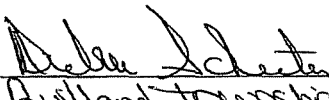


Rutland Township Highway Commissioner

ATTEST:

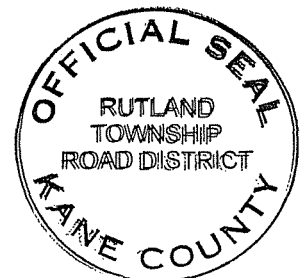
Jack Cunningham
Kane County Clerk

ATTEST:



Rutland Township Clerk

(Seal)



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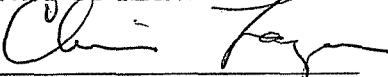
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COUNTY OF KANE



Chairman, Kane County Board

RUTLAND TOWNSHIP ROAD DISTRICT




Rutland Township Highway Commissioner

ATTEST:

Jack Cunningham
Kane County Clerk

ATTEST:



Rutland Township Clerk



(Seal)