

INTERGOVERNMENTAL AGREEMENT
FOR TRAFFIC SIGNAL MAINTENANCE

THIS INTERGOVERNMENTAL AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE (hereinafter referred to as the “Agreement”) is made and entered into this 4th day of November, 2021, by and between the VILLAGE OF LOMBARD, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as “Lombard”) and the VILLAGE OF VILLA PARK, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as “Villa Park”). (Lombard and Villa Park are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.)

W I T N E S S E T H:

WHEREAS, Lombard and Villa Park are municipal corporations duly organized and existing under the laws of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, Lombard and Villa Park maintain and operate traffic signalization devices within their respective jurisdictions, and said devices require routine maintenance and repair; and

WHEREAS, the President and Board of Trustees of Lombard and the President and Board of Trustees of Villa Park find that it is in the best interests of the citizens of Lombard and Villa Park to utilize a single contractor for the maintenance and repair of certain traffic signalization devices and to share the cost thereof;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants and condition hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is agreed by and between the Parties as follows:

1. The recitals hereinabove set forth are hereby incorporated in this Section 1 as if said recitals were fully set forth herein.

2. Lombard previously entered into a traffic signal maintenance contract with Meade, Inc., and has exercised the two-year contract extension option as provided for in said contract (hereinafter referred to as the "Contract"), with said Contract running from January 1, 2022 through December 31, 2023. The annual Contract amount per signalized intersection is \$3,119.64.

3. The Contract includes traffic signal maintenance of two (2) out of the total eight (8) traffic signalization devices are located within Villa Park's Jurisdiction, at the intersection of Westmore-Meyers Road and St. Charles Road, located at the northeast corner of the intersection.

4. Villa Park hereby agrees to pay Lombard 25% of the aforesaid annual Contract amount during each year of the Contract. Said payment shall be made on an annual basis, and shall be due within thirty (30) days of the date of the invoice from Lombard to Villa Park.

5. In relation to work performed by Meade, Inc., relative to the traffic signals located within Villa Park, as referenced in Section 3 above, Lombard shall require Meade, Inc., to indemnify Villa Park, and its officers, agents and employees, in the same manner as Meade, Inc. is indemnifying Lombard under the Contract between Lombard and Meade, Inc. Written documentation of said indemnification of Villa Park, and its officers, agents and employees shall be provided to Villa Park upon the execution of this Agreement. In addition, Lombard shall require Meade, Inc., to name Villa Park, and its officers, agents and employees, as additional insureds on all insurance policies required of Meade, Inc., under its Contract with Lombard under the same terms and conditions as applicable to

Lombard in said Contract, but only as to any work performed by Meade, Inc. relative to the traffic signals located within Villa Park, as referenced in Section 3 above. Certificates of Insurance evidencing the foregoing shall be provided by Lombard to Villa Park upon the execution of this Agreement.

6. Upon mutual agreement of the Parties, this Agreement may be extended to include future maintenance contracts with respect to the aforesaid traffic signalization devices.

7. This Agreement incorporates the full and complete understanding of the Parties to the exclusion of any terms or provision not expressly set forth herein.

8. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective officers pursuant to the express authorization of their respective boards, as of the date first above written.

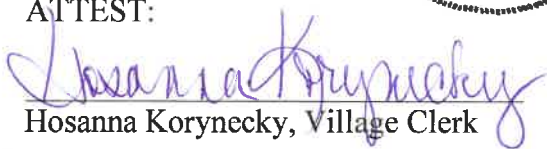


VILLAGE OF VILLA PARK




Nicholas Cuzzzone, Village President

ATTEST:



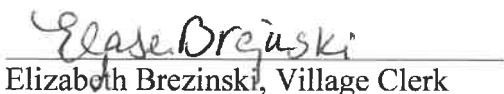
Hosanna Korynecky, Village Clerk

VILLAGE OF LOMBARD



Keith Giagnorio, Village President

ATTEST:



Elizabeth Brezinski, Village Clerk