

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into this 12 day of December, 2011, by and between the VILLAGE OF VILLA PARK, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as “Villa Park”) and the VILLAGE OF LOMBARD, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as “Lombard”). (Villa Park and Lombard 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, Villa Park and Lombard 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 Villa Park and the President and Board of Trustees of Lombard 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. Villa Park has caused a traffic signal maintenance contract bid proposal to be advertised. Villa Park has awarded the contract to the lowest responsible bidder, H & H Electric Company, at a total contract amount of \$14,270.40 for a two-year period (June 1, 2011 through May 31, 2013) (hereinafter referred to as the "Contract").

3. The Contract includes traffic signal maintenance of three (3) traffic signalization devices within Lombard's jurisdiction, at the intersection of Westmore/Meyers Road and St. Charles Road, located at the northwest, southwest, and southeast corners of the intersection.

4. Lombard hereby agrees to pay Villa Park 18.75% of the aforesaid Contract cost. Said payment shall be made on an annual basis, with the first payment due within thirty (30) days of the date hereof.

5. In relation to work performed by H & H Electric Company relative to the traffic signals located within Lombard, as referenced in Section 3 above, Villa Park shall require H & H Electric Company to indemnify Lombard, and its officers, agents and employees, in the same manner as H & H Electric Company is indemnifying Villa Park under the Contract between Villa Park and H & H Electric Company. Written documentation of said indemnification of Lombard, and its officers, agents and employees shall be provided to Lombard upon the execution of this Agreement. In addition, Villa Park shall

require H & H Electric Company to name Lombard, and its officers, agents and employees, as additional insureds on all insurance policies required of H & H Electric Company under its Contract with Villa Park under the same terms and conditions as applicable to Villa Park in said Contract, but only as to any work performed by H & H Electric Company relative to the traffic signals located within Lombard, as referenced in Section 3 above. Certificates of Insurance evidencing the foregoing shall be provided by Villa Park to Lombard 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 LOMBARD


Village President


ATTEST:


Village Clerk

VILLAGE OF VILLA PARK


Village President

ATTEST:


Village Clerk

