

FINANCIAL REIMBURSEMENT INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HANOVER PARK AND
BLOOMINGDALE TOWNSHIP
FOR MOSQUITO ABATEMENT SERVICES

WHEREAS, Bloomingdale Township is a unit of local government established under the laws of the State of Illinois and is hereinafter referred to as the "TOWNSHIP;" and

WHEREAS, the Village of Hanover Park is an Illinois municipal corporation and is hereinafter referred to as the "VILLAGE;" and

WHEREAS, the TOWNSHIP for a period of years has provided mosquito abatement services for TOWNSHIP residents within the VILLAGE; and

WHEREAS, the TOWNSHIP and VILLAGE have determined that it is reasonable for the VILLAGE to continue to reimburse the TOWNSHIP for a portion of the mosquito abatement services provided by the TOWNSHIP, within the Village, by Clarke Environmental Mosquito Management, Inc.; and

WHEREAS, the TOWNSHIP and VILLAGE have the legal authority to enter into this Intergovernmental Agreement pursuant to Article VII, Section 10 of the Constitution of the State of Illinois and 5 ILCS 220/1 *et. seq.*; and

WHEREAS, the TOWNSHIP has entered into a mosquito abatement contract hereinafter "CLARKE CONTRACT" with Clarke Environmental Mosquito Management, Inc., (hereinafter "CLARKE") to provide mosquito abatement services for the 2016 through 2018 mosquito seasons, a copy of the CLARKE CONTRACT being attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, the purpose of this Agreement is to establish the VILLAGE's and TOWNSHIP's duties and rights with regard to intergovernmental cooperation for reimbursement for mosquito abatement services for the 2016 through 2018 mosquito seasons.

1. The foregoing recitals are incorporated into this Agreement as evidence of the intent of the TOWNSHIP and VILLAGE and as representing substantive covenants between them.

2. Subject to the termination provisions, and the provisions regarding potential increases or decreases in the level of mosquito abatement services as described below, the VILLAGE shall pay the TOWNSHIP for mosquito abatement services provided by CLARKE within the VILLAGE, in the 2016, 2017, and 2018 mosquito seasons, in those percentages and dollar amounts set forth in Appendix A of the CLARKE CONTRACT.

3. The VILLAGE shall have the right to terminate its participation in the TOWNSHIP'S mosquito abatement program and this Agreement at any time in the sole discretion of the Corporate Authorities of the VILLAGE. Any and all sums due from the VILLAGE up to the date of termination shall be paid by the VILLAGE to the TOWNSHIP at the appropriate percentage as set forth in Appendix A. After termination, no further payments will be required by the Village. Written notice of the VILLAGE'S termination shall be provided by facsimile or e-mail, and regular mail to the Bloomingdale Township Supervisor and CLARKE.

4. The VILLAGE's sole duty and obligation under this Agreement is to reimburse the TOWNSHIP. The VILLAGE shall have no contractual privity with CLARKE under this Agreement and shall have no right to control, supervise, or otherwise direct CLARKE'S mosquito abatement activities within the VILLAGE; except insofar as the VILLAGE may exercise its ordinary and routine public health, safety, and welfare controls during any mosquito abatement activity.

5. This Agreement shall expire on December 31, 2018, or on any date the VILLAGE provides written notice of its intent to terminate this Agreement. This Agreement shall not automatically renew after December 31, 2018, despite automatic renewal provisions contained in the CLARKE AGREEMENT.

6. If during the term of this Agreement the VILLAGE elects to increase the service level of mosquito abatement, beyond the scope identified in the CLARKE AGREEMENT, it shall be responsible to pay the TOWNSHIP the entire amount attributable to the increase caused by that level of service. If the VILLAGE elects to decrease the level of mosquito abatement service during the term of this Agreement, its proportionate share payable to the TOWNSHIP will be decreased accordingly. The VILLAGE shall notify the TOWNSHIP of its direction to increase or decrease the service level in writing. The TOWNSHIP shall thereupon notify CLARKE of the VILLAGE's direction.

7. During the term of this Agreement the VILLAGE shall have the right to contact the TOWNSHIP and provide any and all information relevant to CLARKE's performance of the CLARKE CONTRACT within the VILLAGE. The TOWNSHIP shall be responsible to communicate the VILLAGE's position to CLARKE and to make certain that CLARKE corrects or remediates any difficulties or concerns that the VILLAGE has with regard to performance of the mosquito abatement services within the VILLAGE.

8. The TOWNSHIP and the VILLAGE agree that CLARKE is the TOWNSHIP's independent contractor with regard to the mosquito abatement services described herein. It shall be the responsibility of the TOWNSHIP, and not the VILLAGE, to secure any and all indemnifications and hold harmless agreements the TOWNSHIP deems necessary and appropriate from CLARKE

prior to CLARKE's commencement of the performance of its mosquito abatement services within the VILLAGE.

9. The TOWNSHIP shall be responsible for directing CLARKE to maintain its independent contractor status while working within the VILLAGE and not to undertake any action which could be interpreted to establish that CLARKE is an apparent agent of the VILLAGE.

10. The TOWNSHIP shall require CLARKE to name the VILLAGE OF HANOVER PARK as an additional insured on CLARKE'S general commercial liability, auto liability and, if applicable, umbrella policies of CLARKE'S activities in the performance of its mosquito abatement activities in the VILLAGE in accordance with this Agreement.

11. The TOWNSHIP shall invoice the VILLAGE for its 2016, 2017, and 2018 proportionate share of CLARKE's mosquito abatement services over four payments on April 1, May 1, June 1, and July 1 of each calendar year. The VILLAGE shall reimburse the TOWNSHIP for amounts due within thirty (30) days of receipt of the invoice. The VILLAGE shall be entitled to receive written confirmation of the completion of work or a treatment from the TOWNSHIP upon written request.

12. This Agreement may not be assigned or transferred without mutual written consent of the TOWNSHIP and the VILLAGE.

13. This Agreement contains the entire agreement between the VILLAGE and the TOWNSHIP and all prior discussions and negotiations associated herewith are merged herein. Any amendment or modification of this Agreement shall be by mutual written consent only.

IN WITNESS WHEREOF, the VILLAGE and TOWNSHIP have approved this Intergovernmental Agreement by resolution or ordinance and execute the same in conformance therewith.

VILLAGE OF HANOVER PARK


Rodney S. Craig, Village President

ATTEST:

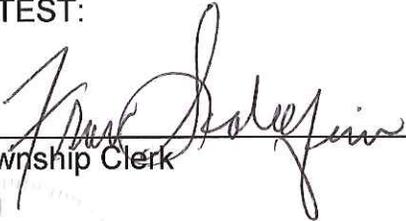

Eira Corral, Village Clerk

BLOOMINGDALE TOWNSHIP



Bloomingdale Township Supervisor

ATTEST:



Township Clerk

