

INTERGOVERNMENTAL SERVICES AGREEMENT

Between the
COUNTY OF KANE, ILLINOIS and the FOREST PRESERVE DISTRICT OF KANE
COUNTY, ILLINOIS
For
VOLUNTEER SITE RESTORATION SERVICES AT THE KANE COUNTY RECYCLING
CENTER PROPERTY

This intergovernmental agreement (herein after referred to as “Agreement”) is made this ____ day of _____, 2026, by and between the County of Kane, Illinois, a unit of local government organized and existing under the laws of the State of Illinois (hereinafter referred to as “Kane County”) and the Forest Preserve District of Kane County, Illinois, a forest preserve district and a unit of local government organized and existing under the laws of the State of Illinois (hereinafter referred to as “District”). For purposes of this Agreement, Kane County and the District shall collectively be referred to hereinafter as “the Parties.”

RECITALS

WHEREAS, the Parties are units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the Parties are also public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Parties are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law (5 ILCS 220/3); and

WHEREAS, Kane County owns and operates the Kane County Recycling Center at 517 E. Fabyan Parkway in Geneva, Illinois; and

WHEREAS, the Recycling Center property contains an area of dense growth of invasive and nuisance trees and brush; and

WHEREAS, removal of such vegetation is desirous for the improvement of the habitat utilized by the native flora and fauna of Kane County; and

WHEREAS, the Forest Preserve District of Kane County owns property adjacent to the Kane County Recycling Center and has already removed much of the invasive and nuisance trees and brush from that location; and

WHEREAS, the Forest Preserve District of Kane County has an established Volunteer Program for Natural Areas Management that has performed substantial invasive and nuisance tree and brush removal on District land adjacent to the Kane County Recycling Center; and

WHEREAS, the District has the need to secure a site for the Volunteer Program for Natural Areas Management to conduct a large invasive tree & brush removal event in March 2026; and

WHEREAS, the Kane County Recycling Center property would be a prime location to meet the needs of the District while also benefiting Kane County through the removal of invasive trees and brush on County property at no cost to the County.

NOW THEREFORE, for and in consideration of the mutual covenants herein the Parties agree as follows:

1. **INCORPORATION OF RECITALS**: The recitals set forth above are incorporated herein and made a part hereof.
2. **SERVICES**: The District shall, in accordance with its own Volunteer Program, organize and oversee volunteers and staff to assist with the nuisance and invasive vegetation removal on Kane County property behind the Kane County Recycling Center at 517 E. Fabyan Parkway, as set forth in Exhibit A (Site Map), which is attached hereto and incorporated by reference into this Agreement and made a part hereof. Specifically, the District shall ensure all volunteers are properly trained, when appropriate, and the District shall collect and maintain volunteer waiver forms. Additionally, the District shall coordinate with Kane County regarding dates for vegetation removal. Finally, the District shall oversee the work conducted by volunteers.
3. **LIMITATION OF SERVICES**: The District shall consult with Kane County regarding the specific vegetation removal plans, and shall not deviate from the plans without Kane County's prior consent.
4. **AGREEMENT TERM**: The term of this Agreement shall commence on the date of this Agreement and shall continue for one (1) year ("Term"). This Agreement will automatically renew for additional one (1) year terms, unless either party provides notice within 30 days of such renewal that the party no longer wishes to continue the agreement.
5. **CONFIDENTIALITY**: The District shall not disclose to any third party or use, except in connection with the performance of Services hereunder, any confidential information of Kane County in the possession of the District, unless otherwise required by law or court order.

6. **INDEMNITY**: The District agrees to save, hold harmless, defend and indemnify the Kane County and its Officers, Agents, and Employees, from any and all liability or loss incurred by Kane County resulting from the District's noncompliance with any laws or regulations of any governmental authority having jurisdiction over the District and/or the District's performance of this contract and the District's violation of any of the terms and conditions of this Agreement, and from the District's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the District's performance thereunder.
7. **TERMINATION**: Either party may terminate this Agreement at any time with thirty (30) days written notice to the other.
8. **NOTICE**: Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given:
 - (i) When delivered personally to the individual designated below; or
 - (ii) On the third business day after sent by registered or certified mail, postage prepaid, addressed as follows:

TO FOREST PRESERVE DISTRICT OF KANE COUNTY:
Contact: Benjamin Haberthur, Executive Director
Address: 1996 S Kirk Rd, Suite 320 Geneva IL 60134
Phone: 630-208-8661
E-mail: haberthurben@kaneforest.com

TO KANE COUNTY:
Contact: Kevin Harris, Building Management Department
Address: 719 S Batavia Ave, Geneva IL 60134
Phone: 630-232-3570
E-mail: HarrisKevin@kanecountyil.gov
9. **SEVERABILITY**: In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.
10. **ASSIGNMENT**: Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.
11. **GOVERNING LAW**: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the County of Kane.

12. **ENTIRE AGREEMENT:** This Agreement, including the recitals and schedules, set forth the entire agreement between the parties with respect to the subject matter hereof and the Agreement shall be amended only in writing signed by both parties.
13. **COUNTERPARTS:** This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.
14. **NO THIRD-PARTY BENEFICIARIES:** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
15. **AUTHORIZATION:** The Parties represent that all necessary acts have been taken to authorize and approve this agreement in accordance with applicable law, and this Agreement, when executed by the Parties hereto, shall constitute a binding obligation of the Parties, legally and enforceable at law and equity against both.

IN WITNESS WHEREOF, the parties have executed this Agreement effective this ____ day of _____, 2026.

KANE COUNTY, ILLINOIS

By: _____
Corinne Pierog, Kane County Board Chairman

FOREST PRESERVE DISTRICT OF KANE COUNTY

By: _____
Bill Lenert, President