

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE DEKALB TOWNSHIP ROAD DISTRICT PERTAINING TO SNOW REMOVAL THROUGH MARCH 31, 2023.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes intergovernmental cooperative agreements; and

WHEREAS, the City and DeKalb Township Road District negotiated an intergovernmental agreement for roadway maintenance, snow removal, and de-icing in the form attached hereto and incorporated herein as Exhibit A (the "IGA"); and

WHEREAS, the City's corporate authorities find that approving the IGA is in the City's best interests for the protection of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City's corporate authorities approve the IGA attached hereto and incorporated herein as Exhibit A, subject to such changes as shall be acceptable to the Mayor, and further authorize and direct the Mayor to execute, and the Executive Assistant to attest, the IGA on the City's behalf, and for the City Manager to take all necessary actions to effect the IGA.

SECTION 2: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 10th day of January 2022 and approved by me as Mayor on the same day. Passed by an 8-0 call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

INTERGOVERNMENTAL COOPERATION AGREEMENT

This agreement is made this 10th day of January 2022 between the DeKalb Township Road District, a unit of local government whose principal address is 2323 S. Fourth St. DeKalb, IL 60115 (hereafter "Road District"), and the City of DeKalb, an Illinois Municipal Corporation, whose address is 164 E. Lincoln Hwy., DeKalb IL 60115 (hereafter, "the City"). The parties enter this agreement pursuant to the authority granted to each of them by Art. VII, Sec. 10 of the Constitution of the State of Illinois adopted at special election on December 15, 1970 and the Intergovernmental Cooperation Act.

WHEREAS, there are various roads throughout the Road District and the City which overlap. The parties agree that it is to both of their benefit to delineate the deicing and snow removal of said roads, so the responsibility is clear, and duplication of costs and effort is avoided.

In consideration of the mutual obligations and promises between and among the parties within, the parties agree as follows:

1. Shared Responsibility for Snow Removal and Deicing:
 - a. The City and Road District acknowledge that there are certain roads that are under the jurisdiction of the City and the Road District, which are traversed by both parties in the ordinary course of their respective activities. With regard to these roads, the primary responsibility for snowplowing and deicing activities shall be shared equally by both parties.
 - i. Fairview Road from Illinois Route 23 west to Annie Glidden Road;
 - ii. Peace Road from Fairview Road south to Gurler Road;
 - iii. Gurler Road from South First St. east to the City/Township east line.
2. DeKalb Township Road District Responsibility for Snow Removal and Deicing;
 - a. The following roads will be deiced, snowplowed by Road District;
 - i. Fairview Dr. west of Annie Glidden Road approximately 300 feet;
 - ii. John Huber Parkway from Illinois route 38 north approximately 700 feet;
 - iii. Twombly Road from Annie Glidden Road to Rosenow Way;
 - iv. Sidewalks on Twombly and west side of Annie Glidden Road to first entrance.
 - b. The Road District shall use its own equipment, materials, labor, and pay the costs for said equipment, materials, and labor for the above roads.
3. City of DeKalb Responsibility for Snow Removal and Deicing:
 - a. The following roads will be deiced, snowplowed by the City:
 - i. Health Services Drive;
 - ii. Manor Drive;
 - iii. Kishwaukee Lane;

iv. DeKalb Township's portion of Greenwood Acres Drive

- b. The City shall use its own equipment, materials, labor, and pay the costs for said equipment, materials, and labor for the above roads.
4. This agreement will expire on April 1, 2023. This agreement may be extended or shortened by mutual written consent of the Road District Commissioner and the Mayor with the recommendation of the City Manager.
5. Either party may at any time voluntarily provide additional maintenance beyond deicing and snow removal, subject to paragraphs 6-8 below. Such voluntary maintenance shall not obligate the party performing the voluntary maintenance to any action or inaction now or in the future. All ongoing maintenance, resurfacing, asphalt and replacement shall remain the responsibility of the party in whose jurisdiction the road lies.
6. This written instrument is the entire agreement between the parties, and changes may only be made in writing that is duly executed by both parties. The parties signing below acknowledge and affirm that they have the authority to execute this Agreement.
7. With respect to any services required to be provided by either party under this Agreement, each party shall be individually responsible for determining the time at which it provides services, the nature and extent of service required, and the means, materials, and mechanism for performing such services. Neither party shall be responsible for the action or inaction of the other party.
8. The City and Road District agree that each shall maintain comprehensive general liability and other insurance in amounts determined to be appropriate by their respective corporate authorities. The City agrees that it shall indemnify, defend and hold harmless Road District from any alleged claim arising solely out of the action or inaction of the city with respect to the performance of obligations of the City under the terms of the Agreement or the negligence or willful and wanton misconduct of the City. Road District agrees that it shall indemnify, defend and hold harmless the City from any alleged claim arising solely out of the action or inaction of Road District with respect to the performance of obligations of Road District under the terms of this Agreement or the negligence or willful and wanton misconduct of the Road District. The parties agree that they shall cooperate in the defense of any alleged claim arising out of the mutual or joint conduct of the parties.
9. The City and Road District agree that, to the extent required by law, they participate in and follow the Federal Motor Carrier Safety Administration's DOT Drug & Alcohol Testing Program for employees who are required to possess commercial Driver's licenses and who will perform any work relating to this Agreement.
10. The City and Road District shall each be responsible for their own costs when sharing any resources (i.e., borrowing equipment). When a party is borrowing equipment, that "borrowing party" shall be deemed in exclusive use and control of the equipment at issue, and represents to the "owning party" that an employee of the borrowing party with the appropriate training and certificates will operate the equipment at issue. The borrowing party shall return any borrowed

equipment to the owning party in the same condition as when delivered except for normal wear and tear. Any repairs required to put the equipment in the same condition shall be the responsibility of the borrowing party.

Executed on the date first written above by:



DeKalb Township Road District Commissioner

Print Name: Craig Smith



Witness:



Andrew Tillotson, Township Clerk



City of DeKalb, by Cohen Barnes, Mayor, its authorized representative



Witness:



Ruth Scott, Executive Assistant