

RESOLUTION 2017-139 PASSED: DECEMBER 11, 2017

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH DEKALB TOWNSHIP ROAD DISTRICT FOR SNOW PLOWING AND DEICING OF CERTAIN ROADWAYS.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the MAYOR of the City of DeKalb be authorized and directed to enter into an Agreement with DeKalb Township Road District for snowplowing and deicing certain roads.

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 11th day of December, 2017, and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None. Absent: Jacobson.

ATTEST:


SUSANNA HERRMANN, City Clerk



JERRY SMITH, Mayor

INTERGOVERNMENTAL COOPERATION AGREEMENT

This agreement is made this 11th day of December, 2017 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 200 S. Fourth St., 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 contained in this agreement, and the exchange of ten dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby stipulated, 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. Gurler Road from Illinois Route 23 west to South First Street; and
 - iii. Peace Road from Fairview Road south to Gurler Road.
- b. Each party shall use its own equipment, materials and labor and pay the costs for said equipment, materials and labor for their respective services with respect to the above-listed roads.

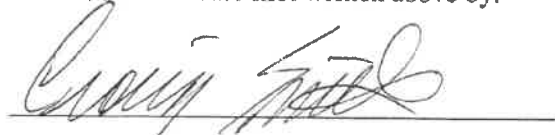
2. DeKalb Township Road District Responsibility for Snow Removal and Deicing:

- a. The following roads will be deiced, snowplowed by Road District:
 - i. Gurler Road from Illinois Route 23 east to Crego Road;
 - ii. Crego Road north to the Interstate 88 Oasis entrance;
 - iii. Fairview Road west of Annie Glidden Road approximately 300 feet;
 - iv. John Huber Parkway from Illinois Route 38 north approximately 700 feet.
- b. The Road District shall use its own equipment, materials and 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; and
 - v. Twombly Road from Annie Glidden west to Rosenow Way.
 - b. The City shall use its own equipment, materials and labor and pay the costs for said equipment, materials and labor for the plowing and snow removal.
4. This agreement will expire on November 1, 2018. This agreement may be extended or shortened by mutual written consent of the parties.
 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.

Executed on the date first written above by:



DeKalb Township Road District Commissioner

Witness:



Township Clerk



City of DeKalb, by its authorized representative.

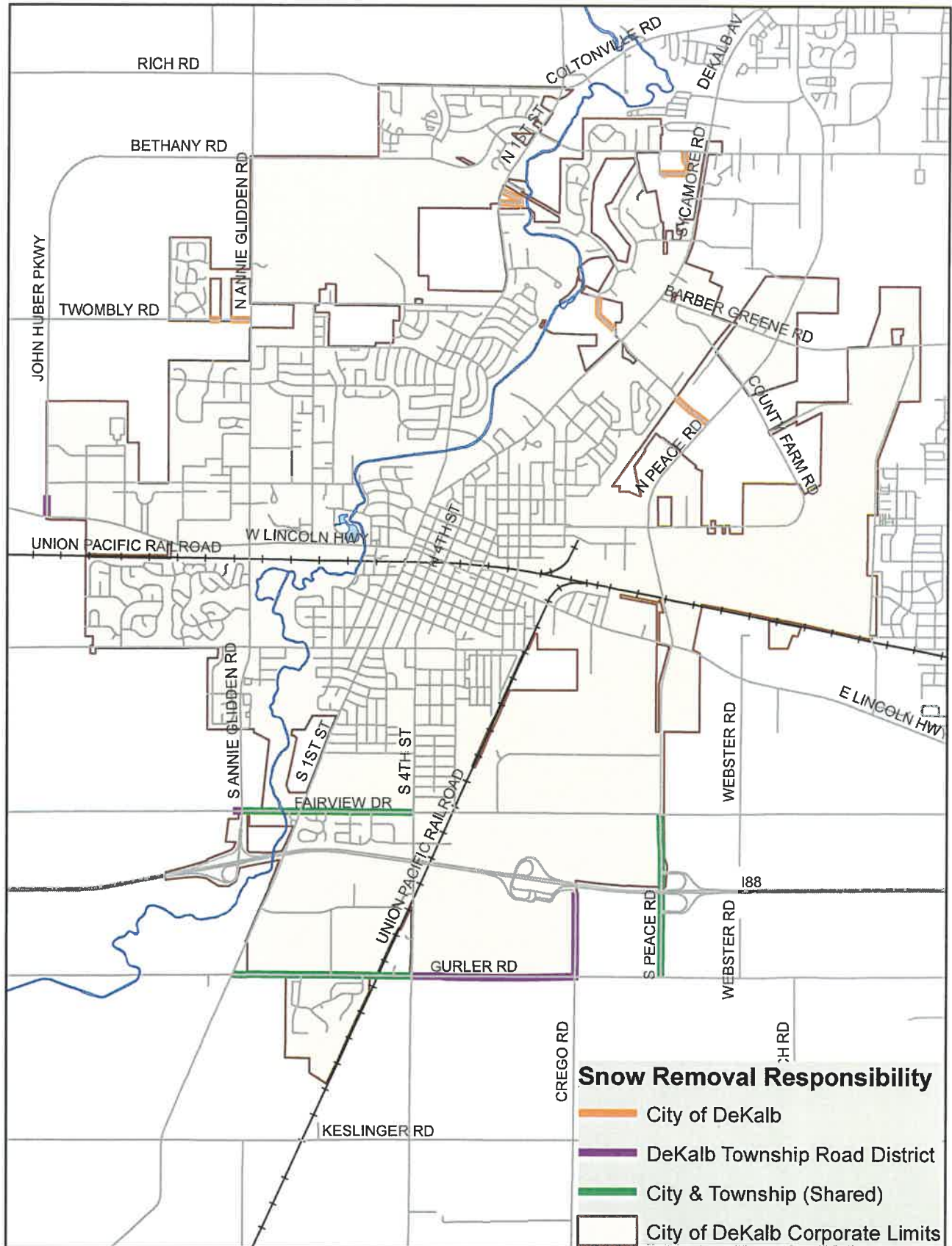
Witness:



City Clerk



Snow Removal Intergovernmental Cooperation Agreement



File: VPW-StreetSnow Removal Government Agreement.mxd
 Created: 3/11/2015 DJE
 Last Updated: 11/30/2017 DJE

