



RESOLUTION No. 2016-015

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF OSWEGO, THE UNITED CITY OF YORKVILLE, AND THE VILLAGE OF
MONTGOMERY FOR THE SHARING OF CERTAIN PUBLIC WORKS SERVICES**

WHEREAS, the Village of Montgomery ("Village") is a non-home rule municipality, created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate amongst themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and,

WHEREAS, the Village of Oswego, the United City of Yorkville, and the Village (collectively "Communities") have determined that upon review of their roadways and the adjacent areas under each of their respective jurisdictions, that the Communities would be better served by sharing certain public works related services, and accordingly, seek to enter into an intergovernmental agreement regarding the same; and,

WHEREAS, the Village has determined that entering into such an agreement would allow for a more efficient and effective use of services and would be in the best interest of the health, safety, and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, as follows:

(1) That attached hereto and incorporated herein by reference as **Exhibit A** is an *Intergovernmental Agreement for the Sharing of Services between the Village of Oswego, Kendall and Will Counties, Illinois, the United City of Yorkville, Kendall County, Illinois, and the Village of Montgomery, Kane and Kendall Counties, Illinois*. The Village President and Village Clerk are hereby authorized to execute said agreement on behalf of the Village and to take any and all such further actions as are necessary to fulfill the terms of said agreement.

(2) That if any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect the remaining provisions of the Resolution.

(3) That this Resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

(4) That the foregoing recitals are hereby incorporated into this Agreement in their entirety.

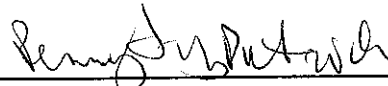
PASSED by the Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, this 14th day of November, 2016.



Matthew Brolley,
President of the Board of Trustees of the Village of
Montgomery



ATTEST:



Penny FitzPatrick,
Village Clerk of the Village of Montgomery

	Aye	Nay	Absent	Abstain
Trustee Pete Heinz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Denny Lee	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trustee Stan Bond	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Theresa Sperling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Steve Jungermann	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trustee Doug Marecek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Village President Matthew Brolley	<u>No Vote Cast</u>			

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF SERVICES BETWEEN
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS,
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AND THE VILLAGE
OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT (*the "Agreement"*) by and between the Village of Oswego, Kendall and Will Counties, Illinois ("*Oswego*") a municipal corporation of the State of Illinois, the United City of Yorkville, Kendall County, Illinois ("*Yorkville*") a municipal corporation of the State of Illinois, and the Village of Montgomery, Kane and Kendall Counties, Illinois ("*Montgomery*"), a municipal corporation of the State of Illinois, (sometimes collectively referred to as the "*Communities*" or "*Parties*" or *individually as "Community" or "Party"*) entered into this ____ day of _____, 2016.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and,

WHEREAS, the Communities of Oswego, Yorkville, and Montgomery have reviewed the roadways and adjacent areas under each of their respective jurisdictions and have determined that the citizens and taxpayers of the each of the Communities would be better served if daily maintenance of the Roadways be performed by the Public Works Department that is located and best equipped to perform certain tasks, thereby saving time and resources and permitting immediate attention as deemed necessary; and,

WHEREAS, the essential goal is that the Communities cooperate with one another for the sharing of services to the Roadways such as mowing, sweeping, snowplowing, jetting, leaf

EXHIBIT A

collection and such maintenance as deemed necessary to improve the use and safety thereof thereby reducing the time and cost associated with said services, all as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, obligations and undertakings hereafter set forth, the Communities agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. The Communities hereby designate their respective Directors of Public Works (with Oswego's Director of Public Works herein after referred to individually as "ODPW," Yorkville's Director of Public Works hereinafter referred to individually as "YDPW," and Montgomery's Director of Public Works hereinafter individually referred to as "MDPW") to coordinate with one another on an "as needed" basis, with regard to the services required to the Roadways such as mowing, snowplowing, jetting, leaf collection or such other maintenance as deemed necessary to improve the use and safety thereof and jointly determine which Community's public works employees are better able to provide the needed service. The ODPW YDPW, and MDPW shall agree and advise each other of the date and time such services are to be provided. In the event that none of the Communities are able to assist at any given time, all services to the Roadways shall be the responsibility of the Community having jurisdiction over the Roadways. In other words, this Agreement does not reduce, eliminate or transfer the responsibility of each Community to repair and maintain the Roadways within their respective jurisdictions.

Section 3. Except when a Community invokes the provisions of Illinois Public Works Mutual Aid Network Agreement, no Community shall charge another Community any fee for any of the services provided to areas outside its boundaries but within the boundaries of that Community.

EXHIBIT A

Section 4. The Communities shall each defend, with counsel of the named Community's own choosing, indemnify and hold harmless the other Communities, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other Communities, their present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the services to be performed by the other parties under this Agreement.

Section 5. Nothing in this Agreement shall be deemed to change or alter the jurisdiction of the Communities in any respect, including, their respective powers and duties.

Section 6. This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the units of government as the Parties hereto.

Section 7. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

EXHIBIT A

Section 8. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt

If to the Village of Oswego: Director of Public Works
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543

With a copy to: David Silverman
Mahoney, Silverman and Cross
822 Infantry Drive, Suite 100
Joliet, Illinois 60435

If to the City of Yorkville: Director of Public Works
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

With a copy to : Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Blvd., Suite 964
Chicago, Illinois 60604

If to the Village of Montgomery: Director of Public Works
Village of Montgomery
200 N. River Street
Montgomery, Illinois 60538

With a copy to: Laura M. Julien
Mickey, Wilson, Weiler, Renzi & Andersson, P.C.
2111 Plum Street, Suite 201
Aurora, Illinois 60506

Or any such other person, counsel or address as any Party hereto shall specify pursuant to this Section from time to time.

Section 9. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

EXHIBIT A

Section 10. This Agreement represents the entire agreement between the Parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the Parties and may not be further modified except in writing acknowledged by each Party.

Section 11. Nothing contained in this Agreement, nor any act of any of the respective Communities pursuant to this Agreement, shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Communities. Further, nothing in this Agreement should be interpreted to give any Community control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 12. When performing pursuant to the terms of this Agreement, the Communities intend that any injuries to their respective employees shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the Communities and their respective employees, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the employee making such a claim.

Section 13. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to the Communities at the addresses set forth herein. Before starting inspections hereunder, the

EXHIBIT A

Parties shall obtain the following insurance at a minimum: (a) Worker's Compensation, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence, with a minimum \$1,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other party upon execution of this Agreement. No Party waives its immunities or defenses, whether statutory nor common law by reason of the indemnification and insurance provisions contained in this Agreement.

Section 14. This Agreement shall be in full force and effect for a period of three (3) years from the date of the last signature below, and may be renewed upon agreement of the Parties in writing; provided however, any Party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other Parties. In such a case, this Agreement shall remain in full force and effect as to and between the remaining Parties.

Section 15. This Agreement may be amended only with written consent of all Parties hereto.

Section 16. Oswego, Yorkville, and Montgomery each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

EXHIBIT A

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, Kendall County,
Illinois, a municipal corporation

By: _____
Mayor

Attest:

City Clerk

Village of Oswego, Kendall and Will
Counties, Illinois, a municipal corporation

By: _____
Village President

Attest:

Village Clerk

Village of Montgomery, Kane and Kendall
Counties, Illinois, a municipal corporation

By: _____
Village President

Attest:

Village Clerk