

RETURN TO:

**CLERK, CITY OF TROY
116 E. MARKET
TROY, IL 62294**

CITY OF TROY

RESOLUTION 2022 – 22

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN INTERGOVERNMENTAL AGREEMENT WITH JARVIS TOWNSHIP
(Caterpillar 3-ton paving roller (“Roller”))**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 18TH DAY OF APRIL 2022**

CITY OF TROY
RESOLUTION NO. 2022 – 22

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN INTERGOVERNMENTAL AGREEMENT WITH JARVIS TOWNSHIP
(Caterpillar 3-ton paving roller (“Roller”))**

WHEREAS, the City Council for the City of Troy, Illinois, believes that it is in the best interest of the City and its citizens to enter into an Intergovernmental Agreement with Jarvis Township with regard to the purchase, maintenance and use of a Caterpillar 3-ton paving roller (“Roller”) to save their respective taxpayers money; and

WHEREAS, the City and Jarvis Township have negotiated the terms and conditions of the Agreement attached hereto and incorporated herein as Exhibit A, and the City believes that such terms and conditions are in the best interest of the health, safety and general welfare of its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:


1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Mayor of the City of Troy, Illinois, is hereby authorized to execute and enter into the attached Intergovernmental Agreement with Jarvis Township, and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
3. This Resolution shall be in effect following its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 18th day of April, 2022.

Aldermen Vote:


Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Ayes:	<u>8</u>
Tim Flint	<u>AYE</u>	Debbie Knoll	<u>AYE</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>AYE</u>	Absent:	<u>0</u>
Nathan Henderson	<u>AYE</u>	Troy Turner	<u>AYE</u>	Abstain:	<u>0</u>

APPROVED:

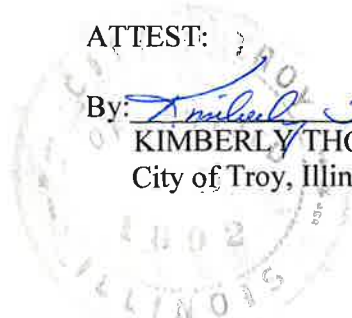
By: 

DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:

By: 

KIMBERLY THOMAS, Clerk
City of Troy, Illinois



**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TROY AND
JARVIS TOWNSHIP**

This Intergovernmental Agreement (hereinafter "Agreement") is entered into by and between the City of Troy, Illinois, an Illinois municipal corporation, 116 E. Market Street, Troy, Illinois 62294 (hereinafter "City") and Jarvis Township, an Illinois township, 112 N. Main St., Troy, Illinois, 62294 (hereinafter "Township"):

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII., Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, both the City and the Township agree that it is in the best interests of the parties and the general public to mutually cooperate, and under the authority set forth in 5 ILCS 220/3 and 30 ILCS 525, jointly purchase a Caterpillar 3-ton paving roller ("Roller") for use by both the City and the Township to save their respective taxpayers money; and

WHEREAS, the parties agree to cooperate fully and in good faith with each other with regard to the purchase, maintenance and use the Roller; and

WHEREAS, the Mayor and the City Council of the City and the Supervisor and Trustees of the of the Township have determined that it is in the best interests of the public health, safety and welfare of the residents of the City and the Township, for the parties enter into this Intergovernmental Agreement; and

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES, THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Parties.** The parties to this Agreement are public agencies with taxing authority organized and existing under the authority of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., and the Illinois Township Code, 60 ILCS 1/1-1, et seq., as amended from time to time.
2. **Purpose.** The purpose of this Agreement is for the parties to jointly purchase and maintain the Roller for use by both the City and the Township in accordance with the terms set forth herein.
3. **Term of Agreement.** The term of this Agreement shall be for the life of the Roller.
4. **Indemnification and Insurance:** The City agrees to indemnify and hold harmless the Township and its officers, officials, employees, volunteers and agents from and against any claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's fees, expert fees and court costs) arising out of or resulting from any acts and/or omissions of the City, as it pertains to its use of the Roller, including any loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of property. Except however, the City shall not indemnify or hold harmless the Township and its officers, officials, employees, volunteers and agents from and against any claims, damages, losses and expenses, including,

but not limited to legal fees (attorney's fees, expert fees and court costs) arising out of or resulting from any acts and/or omissions of the Township, including any loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of property.

Similarly, the Township agrees to indemnify and hold harmless the City and its officers, officials, employees, volunteers and agents from and against any claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's fees, expert fees and court costs) arising out of or resulting from any acts and/or omissions of the Township, as it pertains to its use of the Roller, including any loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of property. Except however, the Township shall not indemnify or hold harmless the City and its officers, officials, employees, volunteers and agents from and against any claims, damages, losses and expenses, including, but not limited to legal fees (attorney's fees, expert fees and court costs) arising out of or resulting from any acts and/or omissions of the Township, including any loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of property.

- 5. Insurance:** After the joint purchase of the Roller, the parties agree that both parties will fully insure the Roller under their respective policies of insurance to the satisfaction of each other. Workers' compensation insurance coverage shall be provided by each unit of local government for their respective employees.

Both the City and the Township agree to keep in force, to the satisfaction of the other, at all times during the term of this Agreement and any extensions or renewals thereto, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, Business Vehicle Insurance, and Umbrella Excess Liability in at least the type and amounts as follows:

1. Workers' Compensation
 - a. State: Statutory
 - b. Employer's Liability
 - \$500,000.00 Per Accident
 - \$500,000.00 Disease, Policy Limit
 - \$500,000.00 Disease, Each Employee
2. Commercial General Liability:
 - a. \$2,000,000.00 General Aggregate
 - b. \$1,000,000.00 Products Completed Operations Aggregate
 - c. \$1,000,000.00 Personal and Advertising Injury
 - d. \$1,000,000.00 Each Occurrence
 - e. \$50,000.00 Fire Damage (any one fire)
 - f. \$5,000.00 Medical Expense (any one person).
3. Business Vehicle Liability (including the Roller):
 - a. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$2,000,000.00 Per Accident
 - b. Property Damage:
 - \$1,000,000.00 Per Occurrence
4. Umbrella Excess Liability:

a. \$2,000,000.00 over Primary Insurance

The Township shall purchase all policies of insurance in fulfillment hereof and name the City as an additional insured thereunder and shall provide the City with Certificates of Insurance and Policy Endorsements evidencing the coverages. In turn, the City shall purchase all policies of insurance in fulfillment hereof and name the Township as an additional insured thereunder and shall provide the Township with Certificates of Insurance and Policy Endorsements evidencing the coverages. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. The parties agree that the obligation to provide the insurance required by this Agreement is both parties' responsibility, and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by either party.

6. **Labor:** Each party will employ their own labor to use the Roller under this Agreement.
7. **Equipment Upkeep:** Each party agrees to share equally all costs associated with the acquisition, maintenance and operation of the Roller. The parties also agree to jointly house the Roller as space permits. The parties also agree to establish a joint schedule for the use of the Roller.
8. **Amendments.** This Agreement may only be amended in writing signed by the Supervisor of the Township and the Mayor of the City after approval by their respective corporate bodies. Any amendment shall refer back to this Agreement and to other amendments, if any, on the same subject and shall specify the language to be added or changed.
9. **Severability.** If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of the entire Agreement as a whole, or any other part.
10. **Notice.** Any notice required hereunder shall be deemed to be given on the date of mailing if sent by certified mail, return receipt requested, to the address or addresses of the parties to this Agreement.
11. **Miscellaneous.** Section titles are descriptive only, and do not in any way limit or expand the scope of this Agreement, which is not in any way transferable by any entity hereto.
12. **Dispute Resolution.** In the event of any dispute arising out of the application, interpretation or performance of this Agreement, the affected parties agree to meet and discuss the dispute and a potential resolution at least fifteen (15) days prior to instituting any legal action, unless either party may suffer immediate and irreparable harm from the non-performance, acts or omissions of the other party in which case the aggrieved party may seek equitable relief immediately. In the event the parties are unable to resolve the dispute within the fifteen (15) day period, either party may file any appropriate action only and exclusively in the Circuit Court of Madison County, Illinois.

In Witness Whereof the parties, pursuant to the authority granted by ordinances passed by the City Council for the City of Troy and the Trustees of Jarvis Township, and have caused this Agreement to be executed by their respective Mayor/Supervisor and attested by their respective Clerks and their respective corporate seals affixed hereto.

City of Troy:

Kimberly Thomas
Attest, City Clerk

City of Troy:

[Signature]
Mayor

Jarvis Township:

Alvin J. Dunstan
Attest, Clerk

Jarvis Township:

M. Andrea May, 4.12.2022
Supervisor

Dale A. Huppel 4/12/22
Highway Commissioner