

127-R-20

A RESOLUTION

Authorizing the City Manager to Execute an Intergovernmental Agreement For Provision of Snow Removal Personnel to Respond to Snow Emergencies During the COVID-19 Emergency

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Parties desire to enter into the attached Intergovernmental Agreement to aid the City of Evanston, the Village of Glencoe, the Village of Lincolnwood, the Village of Northbrook, the Village of Northfield, the Village of Skokie, and the Village of Wilmette (“the Municipalities”) in sharing of snow removal personnel if one of the Municipalities’ ability to perform Snow Removal Services is negatively impacted if their employees who perform Snow Removal Services are unable to work due to COVID-19; and

WHEREAS, the Evanston City Council has determined that it will serve and be in the best interest of the City to enter into the Agreement with the Municipalities;

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: The City Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: The City Council hereby approves, pursuant to the City of Evanston’s home rule power, the Agreement in the form attached to this Resolution as Exhibit A.

SECTION 3: The City Manager is hereby authorized to sign the “Intergovernmental Agreement For Provision of Snow Removal Personnel To Respond to Snow Emergencies During the COVID-19 Emergency”, attached hereto as Exhibit A and incorporated herein by reference.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.



Stephen H. Hagerty, Mayor

Attest:



Devon Reid, City Clerk

Approved as to form:



Kelley A. Gandurski, Corporation Counsel

Adopted: December 14, 2020

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF SNOW REMOVAL PERSONNEL
TO RESPOND TO SNOW EMERGENCIES DURING THE COVID-19 EMERGENCY**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____, 2020 ("**Effective Date**"), and is by and between the **CITY OF EVANSTON**, an Illinois home rule municipal corporation, the **VILLAGE OF GLENCOE**, an Illinois municipal corporation, the **VILLAGE OF KENILWORTH**, an Illinois municipal corporation, the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation, the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation, the **VILLAGE OF NORTHFIELD**, an Illinois home rule municipal corporation, the **VILLAGE OF SKOKIE**, an Illinois home rule municipal corporation, and the **VILLAGE OF WILMETTE**, an Illinois home rule municipal corporation, (collectively, the "**Parties**").

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in the exercise of their powers and authority under the Intergovernmental Cooperation Act, 5 ILCS 220/3 *et seq.*, and the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Parties mutually agree as follows:

SECTION 1. RECITALS.

A. The United States Centers for Disease Control (CDC), the United States Department of Health and Human Services (HHS), and the World Health Organization (WHO) have each determined that the SARS-CoV-2 virus causes the COVID-19 respiratory disease.

B. The SARS-CoV-2 virus is a new strain of coronavirus that had not been previously identified in humans and is easily spread from person to person, and can result in serious illness and death.

C. Thousands of confirmed cases of COVID-19 have been identified throughout the State of Illinois, with a majority of those cases within the greater Chicagoland area in which each of the Parties are located.

D. On January 31, 2020, the Secretary of HHS declared a public health emergency for the entire United States of America concerning COVID-19.

E. On March 9, 2020, Governor Pritzker issued a disaster proclamation concerning the spread of COVID-19 in Illinois; on March 11, 2020, WHO declared that the spread of COVID-19 is a global pandemic; and on March 13, 2020, President Trump declared a national emergency concerning the COVID-19 pandemic.

F. The COVID-19 pandemic is ongoing as of the Effective Date of this Agreement, and is expected to continue through the 2020-2021 snow season, including that Governor Pritzker has subsequently issued additional disaster proclamations concerning the spread of COVID-19 in Illinois.

G. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local governments, including the power to 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 to use their credit, revenues, and other resources to pay costs related to intergovernmental activities.

H. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

I. The Parties provide snow removal services within their jurisdictions, including snow and ice removal and plowing, salt application, and de-icing of public streets, alleys, rights-of-way, and related services (collectively, "**Snow Removal Services**"), in order to protect the public health, safety, and welfare by mitigating the impact of snow events.

J. The Parties anticipate that the COVID-19 pandemic may impact their respective employees who perform Snow Removal Services and that those employees may become unavailable to perform Snow Removal Services due to illness, quarantine, or related impacts of COVID-19.

K. The Parties' ability to perform Snow Removal Services will be negatively impacted if their employees who perform Snow Removal Services are unable to work due to COVID-19, particularly during heavy snowfall or other emergency situations that require immediate and comprehensive response.

L. The Parties desire to foster mutual aid and further the economic and efficient utilization of public funds expended for public safety purposes by designating certain of their employees ("**Snow Removal Personnel**") to be available at the request of another Party ("**Requesting Party**") to provide Snow Removal Services to the Requesting Party during snow events when members of the Requesting Party's Snow Removal Personnel are unable to work due to COVID-19.

SECTION 2. SNOW REMOVAL SERVICES

A. Designation of Snow Emergencies. For purposes of this Agreement, a "Snow Emergency" is a snow event in which two or more inches of snowfall are expected to fall within the Requesting Party's jurisdiction within a six-hour period.

B. Designation of Snow Removal Personnel. Each Party will identify and designate a roster of its available Snow Removal Personnel who have experience using the Snow Removal Equipment defined and identified in Section 2.C.2 of this Agreement. Snow Removal Personnel must be full-time, part-time, or seasonal employees of each Party, and no Party will designate contractors or other non-employees as Snow Removal Personnel. Each Party has the sole discretion to designate its Snow Removal Personnel. All Snow Removal Personnel remain employees of that Party, and no provision of this Agreement creates, or will be construed to create, any employment relationship between any Snow Removal Personnel and any Requesting Party.

C. Snow Removal Equipment.

1. The Requesting Party may request that the Party that provides its Snow Removal Personnel to a Requesting Party ("**Providing Party**") also provide the necessary Snow

Removal Equipment, or may request that the Providing Party use the Requesting Party's Snow Removal Equipment. The Providing Party is authorized to exercise its discretion to determine whose Snow Removal Equipment to use as provided in Paragraph 2.C.2 of this Agreement. In the event that any of the Requesting Party's Snow Removal Equipment is used by the Providing Party, the Requesting Party must: (a) provide training for the Providing Party's Snow Removal Personnel before those Snow Removal Personnel commence the provision of Snow Removal Services; and (b) thoroughly disinfect the Snow Removal Equipment prior to use by the Providing Party, pursuant to applicable guidelines issued by the CDC and the Illinois Department of Public Health.

2. A Providing Party may, in its discretion, elect to provide its own Snow Removal Equipment or to use the Snow Removal Equipment provided by the Requesting Party. No Providing Party will be responsible or in any way obligated to provide any Snow Removal Equipment to any Requesting Party. For purposes of this agreement, Snow Removal Equipment includes trucks, plows, salt spreaders, de-icers, shovels, picks, and snowblowers ("**Snow Removal Equipment**"). No Snow Removal Personnel will be responsible to operate any equipment in performing the Snow Removal Services other than the Snow Removal Equipment.

D. Snow Removal Services Limited to Public Property. Snow Removal Services provided by Snow Removal Personnel pursuant to this Agreement are limited only to publicly-owned property of the Requesting Party, including those streets, sidewalks, alleys, publicly-owned lots, or other public property designated by the Requesting Party. No Snow Removal Personnel will perform, or will be requested to perform, any Snow Removal Services on privately-owned property.

SECTION 3. REQUESTS FOR SNOW REMOVAL PERSONNEL AND EQUIPMENT.

A. Determination of COVID-19 Impact. A Requesting Party may request Snow Removal Personnel to perform Snow Removal Services during a Snow Emergency pursuant to this Agreement only upon determining that one or more members of the Requesting Party's Snow Removal Personnel will be unable to work for a period of at least eight hours due to the impacts of the COVID-19 pandemic.

B. Request for Snow Removal Personnel and Equipment. A Requesting Party may initiate a request for Snow Removal Personnel by sending an email to the authorized representatives of the Parties designated in Exhibit A of this Agreement, which email must identify the timeframe for performance of the Snow Removal Services and the number of requested Snow Removal Personnel ("**Personnel Request**"). The Personnel Request must also include: the number of requested Snow Removal Personnel; whether any of the Snow Removal Personnel must have a commercial driver's license; whether and to what extent the Providing Party must provide its own Snow Removal Equipment; the type of Snow Removal Services to be provided; the estimated time for reporting to the Requesting Party's facility; and a mobile telephone number of the Requesting Party's designated representative. Requesting Parties should issue Personnel Requests as far in advance as possible.

C. No Obligation to Provide Snow Removal Personnel. No Party has any obligation to respond to a Personnel Request or to provide Snow Removal Personnel in response to a Personnel Request.

D. Response to Requesting Party's Public Works Facility. If a Providing Party is able and willing to provide Snow Removal Personnel in response to a Personnel Request, the Providing Party should: (i) respond via e-mail to the Requesting Party as soon as practicable with the names

of the Snow Removal Personnel that it will provide; (ii) indicate whether it elects to use the Requesting Party's Snow Removal Equipment or its own Snow Removal Equipment; and (iii) direct its designated Snow Removal Personnel to report to the Requesting Party's public works facility at the time designated by the Requesting Party in the Personnel Request, or such other time as the Providing Party and Requesting Party may agree. The Providing Party's Snow Removal Personnel, and the personnel of the Requesting Party, must comply at all times with applicable social distancing and masking regulations.

E. Scope of Snow Removal Services. The Requesting Party is solely responsible to provide direction to the Snow Removal Personnel as to the completion of the Snow Removal Services. No Providing Party will have any responsibility to direct, supervise, or otherwise participate in the completion of the Snow Removal Services for the Requesting Party.

F. Performance of Snow Removal Services. The Parties anticipate that Snow Removal Personnel will perform the Snow Removal Services in the same or similar manner that the Snow Removal Personnel would perform Snow Removal Services for the Providing Party. If the Requesting Party determines, in its sole discretion, that any Snow Removal Personnel are not prepared to perform, or are not satisfactorily performing, the Snow Removal Services, the Requesting Party may direct any member of the Snow Removal Personnel to cease performing Snow Removal Services, and the Requesting Party will be responsible for all Personnel Costs incurred at the time of the direction to cease.

G. Maximum Shift Length. No Snow Removal Personnel may be required to work for any shift exceeding 12 hours in length, whether directly for their own employer or in providing Snow Removal Services for a Requesting Party, or for a combination thereof.

SECTION 4. REIMBURSEMENT OF COSTS.

The Requesting Party shall reimburse the Providing Party for all costs related to the provision of Snow Removal Services by the Providing Party's Snow Removal Personnel, including, without limitation: (a) hourly wages or pro-rated salary, overtime, travel time to and from the Requesting Party's work site, and other direct costs and expenses reasonably related to the Providing Party making the Snow Removal Personnel available for Snow Removal Services (collectively, "**Personnel Costs**"); (b) all costs of expendable materials provided by the Providing Party, including, without limitation, fuel and salt (collectively, "**Materials Costs**"); and (c) the costs incurred by the Providing Party in connection with any personal injury or property damage (including, without limitation, automobile damage), to the extent such costs are the responsibility of the Requesting Party pursuant to Section 7 of this Agreement. However, the Requesting Party will not be responsible for reimbursement of any wear-and-tear or depreciation of Snow Removal Equipment provided by the Providing Party. The Providing Party will provide the Requesting Party with an invoice itemizing the Personnel Costs and the Materials Costs. The provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, will apply to all payments due pursuant to this Agreement.

SECTION 5. INSURANCE.

Each Requesting Party agrees to provide the following insurance coverages for Snow Removal Services requested and provided by Snow Removal Personnel from a Providing Party pursuant to this Agreement:

A. Commercial General Liability, in a minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury, and with a general aggregate twice the required occurrence limit;

B. Business Auto Liability, in a minimum amount of \$1,000,000 combined single limit per accident for bodily injury and property damage, and with a Non-Owned and Hired Automobile endorsement;

C. First Party Property, covering the Snow Removal Equipment owned by the Requesting Party; and

D. Workers' Compensation in statutory limits and Employer's Liability with limits of \$500,000 per accident.

Each Requesting Party shall provide Providing Party's with a certificate of insurance verify the above-required insurance. Such coverages are not required to include coverage for the intentional, deliberate, willful or wanton actions of any Snow Removal Personnel.

SECTION 6. TERM AND TERMINATION.

The term of this Agreement will commence upon the Effective Date hereof and terminate on May 1, 2021. Claims made pursuant to this Agreement by and between the individual Parties, including, without limitation, claims for reimbursement, indemnification, or insurance coverage, will survive the termination of this Agreement or withdrawal of any one or more of the Parties that are signatories to this Agreement. Any party may withdraw from this Agreement at any time and for any reason by providing at least 30 days advance written notice to the other Parties. In the event of withdrawal or of the termination of this Agreement, each Party will remain responsible for fulfilling all obligations imposed by this Agreement prior to the effective date of withdrawal or termination. The Parties may renew this Agreement for subsequent snow seasons, which shall be defined, subsequent to May 1, 2021, as the period from November 1 through the following May 1, by written amendment adopted by all Parties desiring to renew the Agreement pursuant to Section 8.D of this Agreement.

SECTION 7. INDEMNIFICATION; LIMITATION OF LIABILITY.

A. Each Requesting Party agrees to defend, indemnify, and hold the Providing Party harmless from, all claims, causes of action, suits, damages, or demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with: (a) the provision by the Providing Party's Snow Removal Personnel of the Snow Removal Services or (b) this Agreement; provided, however, that this indemnity does not and will not apply to proven willful misconduct or gross negligence on the part of the Providing Party's Snow Removal Personnel. The insurance requirements required in Section 5 of this Agreement in no way limit the defense, indemnification and hold harmless provisions of this Section 7.A.

B. Any Requesting Party, as provided for under this Agreement, hereby waives, releases, and discharges its rights of recovery against any Providing Party, by subrogation or otherwise, for any loss and damage arising out of or relating to the provision of the Snow Removal Services by the Snow Removal Personnel.

C. This Section 7 will survive the termination or expiration of this Agreement.

SECTION 8. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) certified United States Mail, enclosed in a sealed envelope with sufficient postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 8.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the City of Evanston:	City Manager City of Evanston 2100 Ridge Avenue Evanston, IL 60201
If to the Village of Glencoe:	Village Manager Village of Glencoe 675 Village Court #1609 Glencoe, IL 60022
If to the Village of Kenilworth:	Village Manager Village of Kenilworth 419 Richmond Road Kenilworth, IL 60043
If to the Village of Lincolnwood:	Village Manager Village of Lincolnwood 6900 N. Lincoln Avenue Lincolnwood, IL 60712
If to the Village of Northbrook:	Village Manager Village of Northbrook 1225 Cedar Lane Northbrook, IL 60062
If to the Village of Northfield:	Village Manager Village of Northfield 361 N. Happ Road Northfield, IL 60093
If to the Village of Skokie:	Village Manager Village of Skokie 5127 Oakton Street Skokie, IL 60077

If to the Village of Wilmette:

Village Manager
Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

B. Time of the Essence. Time is of the essence in the performance of all of the terms and conditions of this Agreement.

C. Governing Law. This Agreement is to be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

D. Amendments and Modifications. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by each of the Parties in accordance with all applicable statutory procedures; provided, however, that this Section 8.D will not be deemed or interpreted as prohibiting future collaboration between some or all of the Parties without an amendment to this Agreement regarding matters of shared interest to which this Agreement does not apply.

E. Severability. Every section, paragraph, part, term and provision of this Agreement is severable from the other terms and provisions of this Agreement. If any section, paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by a court of competent jurisdiction, the remaining sections, paragraphs, parts, terms and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

F. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against any of the Parties.

G. Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

	CITY OF EVANSTON , an Illinois home rule municipal corporation
ATTEST: _____	By: _____
	VILLAGE OF GLENCOE , an Illinois municipal corporation
ATTEST: _____	By: _____
	VILLAGE OF KENILWORTH , an Illinois municipal corporation
ATTEST: _____	By: _____
	VILLAGE OF LINCOLNWOOD , an Illinois home rule municipal corporation
ATTEST: _____	By: _____
	VILLAGE OF NORTHBROOK , an Illinois home rule municipal corporation
ATTEST: _____	By: _____

	VILLAGE OF NORTHFIELD , an Illinois home rule municipal corporation
ATTEST: _____	By: _____
	VILLAGE OF SKOKIE , an Illinois home rule municipal corporation
ATTEST: _____	By: _____
	VILLAGE OF WILMETTE , an Illinois home rule municipal corporation
ATTEST: _____	By: _____

Exhibit A
Authorized Representatives