

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GRANITE CITY  
AND THE METRO EAST SANITARY DISTRICT OF MADISON/ST. CLAIR  
COUNTIES, ILLINOIS CONCERNING THE UPGRADING, MAINTENANCE  
AND REPAIR OF METRO EAST SANITARY DISTRICT INFRASTRUCTRE**

This Agreement, dated 15<sup>th</sup> day of November, 2022, is made by and between the City of Granite City, hereinafter referred to as "City" and the Metro East Sanitary District, hereinafter referred to as "MESD".

**WHEREAS**, the City is a home rule unit of local government within Madison/St. Clair Counties organized and existing under the laws of the State of Illinois; and

**WHEREAS**, the MESD is a unit of local government within Madison/St. Clair Counties organized and existing under the laws of the State of Illinois; and

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government, including Sanitary Districts and municipalities, to cooperate with each other in order to accomplish common goals and objectives, and to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

**Whereas**, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government, including Sanitary Districts and municipalities, to exercise jointly any powers, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

**WHEREAS**, the MESD owns property commonly known as the 48 inch Storm Sewer, the Twin 60 inch Storm Sewer, a Box Culvert at St. Clair Avenue and Nameoki Ditch and a Box Culvert at Terminal Avenue at Nameoki Ditch, all located in Granite City and shown on Ex. A attached hereto and made a part thereof (hereafter known as the "properties"); and

**WHEREAS**, the MESD and the City desire to set forth herein the terms and conditions concerning upgrading, maintenance and repair of the above mentioned properties for the benefit of the residents of Granite City and for the efficient operation of MESD systems; and

**WHEREAS**, the proposed areas to be improved by the City namely are properties abovementioned denoted on Exhibit "A" to this Agreement; and

**WHEREAS**, the MESD and the City have duly authorized their respective presiding officers to enter into and execute this agreement. The parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the City and of the MESD are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

**WHEREAS**, the MESD and the City have agreed that as consideration for this agreement the MESD shall maintain said property so upgraded, maintained and repaired and the City will provide

all labor and all materials at no cost to MESD to perform the upgrade and repair on said properties. The parties will mutually agree on the time intervals for said work.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, **IT IS HEREBY AGREED** by and between the parties as follows:

**Section 1. Incorporation of Recitals:** The parties agree that the recitals have been incorporated by reference into the rest of the Agreement as if fully set forth herein.

**Section 2. City's Responsibilities:**

- A. The City or its contractor shall provide to the MESD a Certificate of Insurance naming MESD as an additional insured on all policies procured with respect to performance of the upgrading, maintenance and repairing of properties.
- B. The City shall insure, indemnify, defend and hold harmless the MESD, and its Members their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorney's fees and defend the indemnified parties in any suit including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement arising out of the City's or its contractors performance of work on the properties.
- C. The City shall be responsible for all costs associated with the upgrading, maintenance and repairs of the properties and shall not require MESD to pay for the same.
- D. Once completed, MESD shall assume and will be responsible at MESD cost the ongoing maintenance cost for the properties.
- E. The City agrees to assume responsibility for any damages to MESD properties or additional expenditures required as a result of its upgrading, maintenance and repairs of the properties. The City will notify the MESD as soon as they become aware of any damages. The City agrees to be financially responsible to restore the MESD properties as close as possible to its original condition.
- F. MESD agrees to waive any rights of way fees or temporary construction easement fees with regard to the upgrades, maintenance and repairs of the properties.

**Section 3.** Nothing in this Agreement shall be interpreted to waive any immunities or privileges provided to the MESD as a unit of local government under Illinois Statutory or Common Law, such privileges and immunities being specifically reserved by the MESD.

**Section 4.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written

instrument executed by the parties.

**Section 5.** No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

**Section 6.** If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provisions, clause, word or designation contained herein.

**Section 7.** Notices to the parties shall be in writing and delivered to the parties at the following addresses:

If to the City  
Mayor Michael Parkinson  
City Hall  
2000 Edison Ave.  
Granite City, IL 62040

If to the MESD:  
Rick Fancher, MESD Executive Director  
1800 Edison  
Granite City, IL 62040

Either party may change the address for notices to such party by written notice to the other. Notice given by personal service shall be effective upon the date delivered. Notice given by mail shall be effective on the third business day after posting.

In Witness Whereof, the parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the relevant authorities of the respective parties.

City of Granite City

MESD

by:   
City Mayor

by:   
MESD Executive

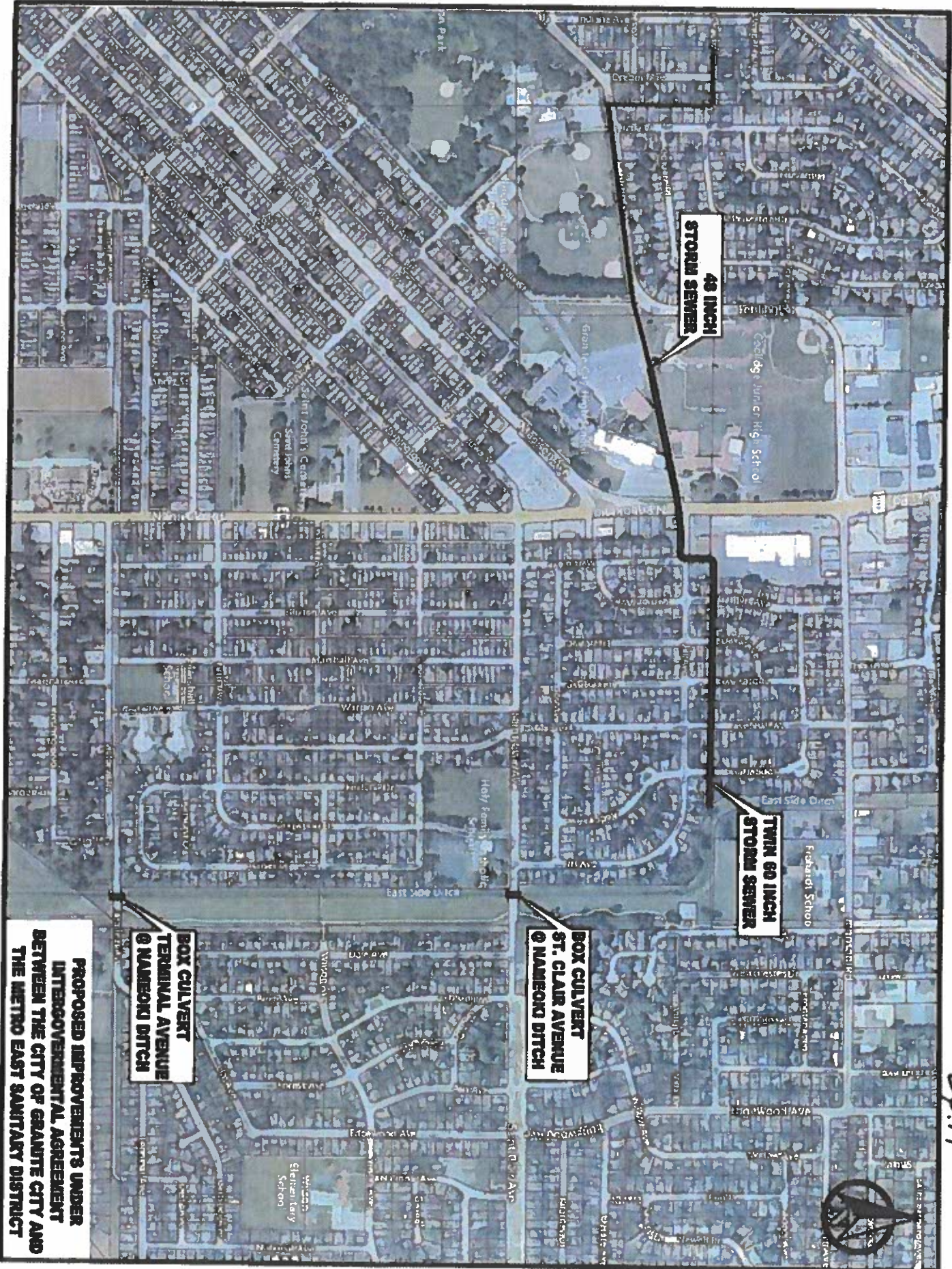
Director

Attest:

by:   
City Clerk

by:   
MESD Clerk





**48 INCH  
STORM SEWER**

**TRUNK 60 INCH  
STORM SEWER**

**BOX CULVERT  
ST. CLAIR AVENUE  
@ NAMEKON DITCH**

**BOX CULVERT  
TERMINAL AVENUE  
@ NAMEKON DITCH**

**PROPOSED IMPROVEMENTS UNDER  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF GRANTE CITY AND  
THE METRO EAST SANITARY DISTRICT**

*Sw. A*