

**RESOLUTION NO. 2024-R-003**

**A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH  
CITY OF GRANITE CITY, CONCERNING TRAINING  
OF DRIVERS SEEKING COMMERCIAL DRIVERS LICENSES**

**WHEREAS**, the Metro East Sanitary District is organized under the Illinois State Constitution of 1970 and the Metro East Sanitary District Act of 1974; and

**WHEREAS**, on February 20, 2024 the Metro East Sanitary District Board of Commissioners passed an Ordinance 2024-0-005 authorizing the Board President to negotiate and enter into an agreement with the City of Granite City for cost sharing and employee resources for training for Commercial Driving Licenses qualification; and

**WHEREAS**, attached is the Intergovernmental Agreement between Metro East Sanitary District and the City of Granite City; and

**WHEREAS**, the Agreement lists the terms for the Metro East Sanitary District and the City of Granite City to share costs for training individuals who can test Employees for obtaining a Commercial Drivers training; and

**WHEREAS**, the Metro East Sanitary District is advised it will promote efficiency at Metro East Sanitary District should Metro East Sanitary District obtain qualified commercial driving instructors registered with the Federal Motor Carrier Safety Administration; and

**WHEREAS**, the Metro East Sanitary District is advised the City of Granite City wishes to share certain costs of the entry-level commercial driver training of Metro East Sanitary District employees, in conjunction with the City of Granite City; and

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Metro East Sanitary District Board of Commissioners, in Madison County and the State of Illinois, that the Board

President is authorized to enter into an agreement with the City of Granite City to share the costs to train, qualify, and register one or more providers of entry-level driver training for operation of the commercial vehicles of the Metro East Sanitary District and the City of Granite City. Said Agreement is attached hereto and made a part hereof.

This Resolution shall take effect upon passage, and may be published by the Office of the City Clerk.

ADOPTED this 16 day of July, 2024.

APPROVED

  
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President Board of Commissioners

ATTEST:

  
\_\_\_\_\_  
District Clerk

## INTERGOVERNMENTAL AGREEMENT BETWEEN GRANITE CITY AND MESD

1. **PARTIES** The parties to this Agreement are the City of Granite City, a municipal corporation and body politic (City) and the Metro East Sanitary District (District).
2. **INTENT** It is the intent of the parties to memorialize their agreement to share the cost of training one or more instructors employed by each of the parties, who will in turn train drivers employed by the parties seeking commercial drivers licenses. It is further the intent of the parties to maintain compliance with 40 CFR 380.700 through 40 CFR 380.725, and any other applicable regulations enforced by the Federal Motor Carrier Safety Administration, and the State of Illinois, concerning operation of commercial motor vehicles.
3. **AUTHORITY** The parties enter into this agreement pursuant to the authority granted by Article 7, Section 6, of the Illinois State Constitution of 1970; by Article 7, Section 10, of the Illinois State Constitution of 1970; by the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. Seq.; and the Metro East Sanitary District Act of 1974, 70 ILCS 2905/1 et. Seq.
4. **TERM** This agreement shall take effect July 1, 2024, and expire on July 1, 2028. This agreement may be renewed by agreement of the parties.
5. **TRAINING** The parties shall jointly select a legally qualified trainer for the purpose of training one or more persons employed by each party, to serve as driving instructors. The cost of training, qualifying, and registering any such driving instructor shall be split equally between the parties. Those employees so trained as instructors shall in turn serve as driving instructors providing entry-level commercial driving training for employees of both parties. Each party shall bear the costs of its own employees' entry-level driving training. All costs of testing any employee of a party, shall be paid solely by the employing party.

6. TERMINATION This agreement shall terminate upon its expiration, as stated in sec. 4.


Either party may at any time declare this agreement terminated after ninety (90) days' written notice of termination actually received by the other party. However, any obligation to pay for the services of a commercial driving trainer or his/her materials, provided before that written notice of termination, shall survive termination of this agreement.


7. COMPLETE AGREEMENT The parties acknowledge that this writing shall constitute the complete agreement of the parties and a complete integration of the understanding of the two parties.

8. RISK Throughout the life of this agreement each party shall provide the other written documentation in a form substantially similar to a then-current ACORD certificate, confirming the other party is named as an additional insured on the party's comprehensive general liability insurance coverages. That additional insured coverage may be limited to claims arising out of or relating to, instruction and training of drivers of commercial motor vehicles.

  
\_\_\_\_\_  
Mayor M. Parkinson

  
\_\_\_\_\_  
City Clerk Jenna DeYong

By:   
\_\_\_\_\_  
Metro East Sanitary District

ATTEST:   
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Metro East Sanitary District