

VILLAGE OF BRADLEY

RESOLUTION NO. R-10-19-4

**A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
RIVER VALLEY METRO MASS TRANSIT DISTRICT AND THE VILLAGE OF
BRADLEY FOR THE USE AND PURCHASE OF FUEL FROM THE RIVER VALLEY
METRO MASS TRANSIT DISTRICT'S FUEL DEPOT**

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 28th DAY OF October, 2019

Published in pamphlet form by the order and authority of the Board of Trustees of the Village of
Bradley, Kankakee County, Illinois, this 28th day of October, 2019.

RESOLUTION NO. R-10-19-4

A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN RIVER VALLEY METRO MASS TRANSIT DISTRICT AND THE VILLAGE OF BRADLEY FOR THE USE AND PURCHASE OF FUEL FROM THE RIVER VALLEY METRO MASS TRANSIT DISTRICT'S FUEL DEPOT

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 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

WHEREAS, Section 220/5 of the Intergovernmental Cooperation Act (5 ILCS 200/5) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service which any of the public agencies is authorized by law to perform, provided the contract is authorized by the governing body of each party to the contract; and

WHEREAS, the corporate authorities find it is in the best interest of the Village of Bradley to enter into the attached Intergovernmental Agreement Between River Valley Metro Mass Transit District and the Village of Bradley for Use and Purchase of Fuel from the River Valley Metro Mass Transit District Fuel Depot.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, BY AND PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Village President and Board of Trustees hereby find that all of the recitals contained in the preamble to this Resolution are true, correct and complete and are hereby incorporated by reference thereto and made a part hereof.

SECTION 2. The attached Intergovernmental Agreement Between River Valley Metro Mass Transit District and the Village of Bradley for Use and Purchase of Fuel from the River Valley Metro Mass Transit District Fuel Depot is hereby approved, and the Village President is authorized to execute said Intergovernmental Agreements on behalf of the Village of Bradley.

SECTION 3. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees on a roll call vote on the 28th day of October, 2019.

TRUSTEES:

ROBERT REDMOND	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
MICHAEL WATSON	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DON BARBER Brian Tieri	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
RYAN LEBRAN	Aye - <input type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input checked="" type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DARREN WESTPHAL	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

ACTING VILLAGE PRESIDENT:

TRUSTEE MICHAEL WATSON

TOTALS: Aye - 5 Nay - 0 Absent - 1

ATTEST:

Teresa M. Richert
TERESA M. RICHERT,
DEPUTY VILLAGE CLERK

APPROVED this 28th day of October, 2019.

Michael Watson
MICHAEL WATSON,
ACTING VILLAGE PRESIDENT

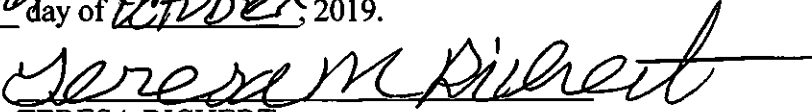
ATTEST:

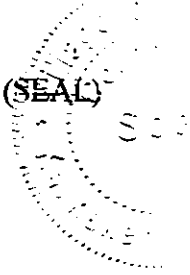
Teresa M. Richert
TERESA M. RICHERT,
DEPUTY VILLAGE CLERK

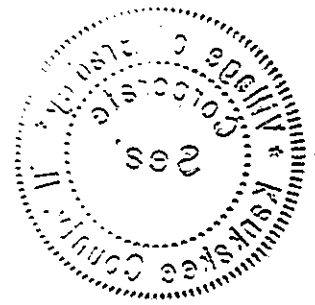
STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, TERESA M. RICHERT, Deputy Village Clerk for the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-10-19-4, "BETWEEN RIVER VALLEY METRO MASS TRANSIT DISTRICT AND THE VILLAGE OF BRADLEY FOR THE USE AND PURCHASE OF FUEL FROM THE RIVER VALLEY METRO MASS TRANSIT DISTRICT'S FUEL DEPOT" which was adopted by the Village President and Board of Trustees at a meeting held on the 29th day of OCTOBER, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 29th day of OCTOBER, 2019.


TERESA RICHERT,
DEPUTY VILLAGE CLERK





AN INTERGOVERNMENTAL AGREEMENT BETWEEN RIVER VALLEY METRO MASS TRANSIT DISTRICT AND THE VILLAGE OF BRADLEY FOR THE USE AND PURCHASE OF FUEL FROM THE RIVER VALLEY METRO MASS TRANSIT DISTRICT'S FUEL DEPOT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into as of November 1st, 2019, but actually executed by each of the undersigned units of local government on the date set forth beneath the respective signatures of their duly authorized officers below, by and between the River Valley Metro Mass Transit District, Kankakee County, Illinois ("River Valley Metro"), and the Village of Bradley, Bradley, Illinois ("Village").

WITNESSETH

WHEREAS, River Valley Metro and the Village are units of local government duly organized under the laws of the State of Illinois;

WHEREAS, River Valley Metro owns and maintains a fuel depot at its headquarters which is used to fuel River Valley Metro vehicles in the furtherance of its operations;

WHEREAS, the Village desires to fuel its vehicles at the River Valley Metro's fuel depot in order to provide a less expensive and more convenient alternative to the manner in which the Village's vehicles are currently fueled;

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) provide authority for River Valley Metro and the Village to obtain or share services and to exercise, combine or transfer any power or function not prohibited by law or ordinance; and

WHEREAS, River Valley Metro has deemed it necessary, useful and desirable to permit the Village's use of its fuel depot provided the fuel is purchased at cost and used only for public purposes.

NOW THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, River Valley Metro and Village hereby agree, covenant, represent and undertake as follows:

ARTICLE I

In General

Section 1.1. General Definitions. Unless the context hereof clearly indicates otherwise, the capitalized words, terms and phrases defined in the recitals and preambles hereto and elsewhere herein shall have the same meanings for all purposes of this Agreement. In addition, in all cases the singular includes the plural, the plural includes the singular and a reference to any gender includes both genders and the neuter, as the case may be.

1.1.1 *Cost* means the actual cost per gallon of fuel when it was purchased by River Valley Metro from a third-party.

1.1.2 *Fuel Depot* means the area of the greater property commonly known as 1137 East 5000 North Road, Bourbonnais, Illinois, at which River Valley Metro's vehicles are fueled.

1.1.3 *Greater Property* means 1137 East 5000 North Road, Bourbonnais, Illinois.

Section 1.2. Certain Phrases. The words "hereof", "herein", "hereunder", "hereto" and other words of similar import refer to this Agreement as a whole and not solely to the particular portion thereof in which any such word is used.

Section 1.3. Subdivisions. References to sections and other subdivisions of this Agreement are to the designated sections and other subdivisions of this Agreement as originally executed.

Section 1.4. Headings. The headings of this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

ARTICLE II
FUELING OF VILLAGE VEHICLES

Section 2.1. Terms.

2.1.1 The Village, its officials and employees, shall be authorized to obtain fuel from the River Valley Metro and to fuel Village vehicles at the Fuel Depot provided the fuel is used for the public purposes of the Village. In exchange, the Village agrees to pay the River Valley Metro for such fuel at Cost.

2.1.2 The Village shall be licensed to access the Fuel Depot through the Greater Property.

2.1.3 The Village acknowledges that River Valley Metro must contract for the fuel its purchases with a third-party. The Village shall have no authority to participate in the bargaining or negotiations River Valley Metro undertakes to purchase its fuel. The Village further acknowledges that the cost of fuel may fluctuate from time-to-time. The Village's obligations to pay River Valley Metro at Cost under this Agreement shall be mandatory and binding notwithstanding any disagreement or belief that said fuel could have been purchased by River Valley Metro at a lower price.

2.1.4 The Village acknowledges that River Valley Metro cannot ensure that the fuel it distributes to Village officials and employees will be used for public purposes. The Village agrees to pay the Valley Metro at Cost for any fuel distributed to its officials/employees notwithstanding any claim that the fueling was unauthorized or for private purposes.

2.1.5 The Village shall ensure that its officials/employees conduct themselves in a safe and professional manner while present at the Fuel Depot. River Valley Metro shall have the right to prohibit or ban an official/employee from the Fuel Depot who conducts him/herself in an unsafe or unprofessional manner. The Village shall be given written notice of any such

prohibited or banned official/employee and the basis therefore.

Section 2.2. Accounting and Payment.

2.2.1 River Valley Metro shall prepare and maintain records of the fuel distributed to the Village. Said records shall consist of such information identifying the date, time, and the number of gallons of fuel distributed to the Village on a per fueling basis.

2.2.2 On the 15th day of each month, River Valley Metro shall issue a statement and invoice to the Village identifying the number of gallons distributed to its officials/employees and the total cost of said fuel. The Village shall pay the total amount listed on the statement and invoice no later than twenty-one (21) days after its receipt of the same. River Valley Metro shall forward its records evidencing the specific distributions of fuel to the Village upon request.

2.2.3 River Valley Metro shall forward any contracts or invoices evidencing the purchase and cost of fuel from any third-party upon the Village's request.

Section 2.3. Insurance; Worker's Compensation; Indemnity.

2.3.1 The Village agrees to maintain liability insurance or membership in an approved self-insurance pool for any claims arising from or relating to the fueling of its vehicles at the Fuel Depot. The Village agrees that it shall be solely responsible for providing worker's compensation coverage for its employees. The Village further agrees to indemnify, defend, and hold harmless River Valley Metro from any claims arising from or relating to the condition of the Greater Property (including Fuel Depot) or the fueling of Village's vehicles that are not the result of the willful, wanton or intentional conduct of River Valley Metro.

Section 2.4. Representations and Warranties

2.4.1. To induce River Valley Metro to execute, deliver and perform this Agreement, the Village represents and warrants to River Valley Metro that the Village has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the Village pursuant hereto, and all required action and approvals therefore have

been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the Village are and shall be duly authorized to sign the same on behalf of the Village and to bind the Village thereto. This Agreement and all documents to be executed pursuant hereto by the Village are and shall be binding upon and enforceable against the Village in accordance with their respective terms. The Village further represents and warrants that all officials/employees who obtain fuel from River Valley Metro are authorized and have the power to obtain fuel for the Village. The Village agrees to and represents that it will appropriate sufficient sums of money per year to cover the costs of the purchase of fuel from River Valley Metro pursuant to this Agreement.

2.4.2. To induce the Village to execute, deliver and perform this Agreement, River Valley Metro represents and warrants to the Village that River Valley Metro has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed or to be executed pursuant hereto, and all required action and approvals therefore have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of River Valley Metro are and shall be duly authorized to sign the same on behalf of River Valley Metro and to bind River Valley Metro thereto. This Agreement and all documents to be executed pursuant hereto by River Valley Metro are and shall be binding upon and enforceable against River Valley Metro in accordance with their respective terms.

Section 2.5. Default; Breach

2.5.1 Any party believed to be in default under this Agreement shall be given written notice of such default. The party in default shall be given fifteen (15) days from the date of receipt of the notice to cure said default. In the event the default is not cured, said default shall be deemed a material breach of this Agreement, and the other may terminate this Agreement upon written notice provided the termination is effectuated within forty-five (45) days of the action/inaction giving rise to the notice. Nothing in this section shall be deemed to limit parties' rights in law or equity, or the parties' obligations under this Agreement which have arisen before the Agreement is terminated.

ARTICLE III
Miscellaneous

Section 3.1. Notices and Communications. All notices, demands, requests for reimbursement or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid or (ii) delivered, in each case, to River Valley Metro and Village at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (1) If to River Valley Metro, at River Valley Metro Mass Transit District, 1137 East 5000 North Road, Bourbonnais, Illinois 60914. Attn: Robert Hoffmann, Managing Director.
- (2) If to Village of Bradley, 147 So. Michigan Avenue, Bradley, Illinois 60915. Attn: Mayor Michael Watson..

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 3.2. Illinois Law. This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

Section 3.3. Written Modification. Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both River Valley Metro and Village.

Section 3.4. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 3.5. Effective Date and Term. This Agreement shall become effective upon its execution and delivery by River Valley Metro and Village (“effective date”) and shall be and remain in full force and effect thereafter for a period of 2 years.

Section 3.6. Entire Agreement. This Agreement constitutes the entire agreement of River Valley Metro and Village on the subject matter hereof. River Valley Metro and Village represent, warrant, covenant and agree that no representation, warranty, covenant or agreement shall be binding on the other party unless expressed in writing herein or by written modification pursuant to Section 3.3 hereof.

Section 3.7. Termination for Cause. This Agreement may be terminated upon a material breach of any of the provisions contained herein by the other party, or can be terminated upon a 60 day written notice by either party.

IN WITNESS WHEREOF, River Valley Metro and Village have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

RIVER VALLEY METRO MASS TRANSIT DISTRICT,
KANKAKEE COUNTY, ILLINOIS

By: *Mack A. Engler*
Chairman



Deis Bentley for Kelly St. Aubert
Secretary

Dated: Nov 26, 2019.



VILLAGE OF BRADLEY,
BRADLEY, ILLINOIS

By: Michael Watson
President

(SEAL)

ATTEST:

Josephine Ricchetti
Secretary

Dated: Nov 1, 2019.