

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CORTLAND AND THE CITY OF GENOA

THIS AGREEMENT (the "Agreement") dated as of this ____ day of _____, 2023, is entered into by and between the Town of Cortland ("Cortland") and the City of Genoa ("Genoa").

RECITALS

WHEREAS, 5 ILCS 220/1 *et seq.*, entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges or authority exercised, or which may be exercised, by a unit of government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, 5 ILCS 220/1 *et seq.*, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, function, activity, or undertaking which any public agency entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Illinois Constitution and the Illinois statutes encourage and provide for units of local government to cooperate and enter into intergovernmental agreements in any manner not prohibited by law or ordinance to their mutual benefits; and

WHEREAS, Cortland is a municipality organized under the Illinois Municipal Code, as amended, 65 ILCS 5/1-1-1 *et seq.*, possessing the full and complete authority to enter into intergovernmental agreements with other units of local government; and

WHEREAS, Genoa is a municipality organized under the Illinois Municipal Code, as amended, 65 ILCS 5/1-1-1 *et seq.*, possessing the full and complete authority to enter into intergovernmental agreements with other units of local government; and

WHEREAS, Cortland and Genoa, in the spirit of intergovernmental cooperation, and pursuant to Article 7, Section 10 of the Constitution of the State of Illinois, and pursuant to 5 ILCS 220/1 *e/ seq.*, being the Intergovernmental Cooperation Act, desire to work together to further the use of administrative adjudication in the enforcement of their respective ordinances; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which Genoa will provide Cortland access to its City Council Chambers for processing violations of Cortland's ordinances and such other matters as the laws of the State of Illinois may authorize for processing in administrative adjudication from time to time; and

WHEREAS, the parties agree that the agreements made herein are in the best interests of both Cortland and Genoa.

NOW, THEREFORE, Cortland and Genoa, in consideration of the foregoing recitals incorporated in this Agreement by reference and in consideration of the provisions and covenants contained herein, agree as follows:

AGREEMENT

1. The aforementioned recitals are incorporated into and made a part of this Agreement.

2. Genoa shall permit all administrative adjudication hearings to be held at Genoa City Hall, 333 E. First Street, Genoa, Illinois 60135, with Cortland's hearings to begin at 10:00 a.m. on the fourth Monday of every month, or at such other time as set forth by Genoa if the last Monday of the month is a holiday.

3. All administrative adjudication hearings under this Agreement shall be conducted by a hearing officer certified under 65 ILCS 5/1-2.14, and shall be separately retained by Cortland.

4. Cortland shall indemnify and hold harmless Genoa, and its officers, agents, and employees with respect to any claim or loss, including, but not limited to, attorney's fees, costs, and expenses of litigation, claims, and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, from the acts or omissions of Cortland, or its officers, agents, employees or contractors, in the exercise of its rights or the performance of its obligations under this Agreement.

5. Genoa shall indemnify and hold harmless Cortland, and its officers, agents, and employees with respect to any claim or loss, including, but not limited to, attorney's fees, costs, and expenses of litigation, claims, and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, from the acts or omissions of Genoa, or its officers, agents, employees or contractors, in the exercise of its rights or the performance of its obligations under this Agreement.

6. This Agreement is entered into for the benefit of each of the parties, solely, and not for the benefit of any third party. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses, or immunities which either party may have under the Local Government and Governmental Employees Tort Immunity Act with respect to any claim brought to a third party.

7. No party to this Agreement shall have the right to assign or transfer this Agreement or rights herein.

8. Both parties have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

9. Notice or other writings which either party is required to, or may wish to, serve upon the other party in connection with this Agreement shall be in writing and shall be delivered

personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Cortland: Town of Cortland
 c/o Town Clerk
 P.O. Box 519
 Cortland, IL 60112

If to Genoa: City of Genoa
 c/o City Clerk
 333 E. First Street
 Genoa, IL 60135

or to such other address, or additional parties, as either party may from time-to-time designate in a written notice to the other party.

10. This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, both of which shall constitute one and the same Agreement.

11. Each party hereto represents that they have the requisite authority to enter into this Agreement, and each party will provide a resolution from their respective governing Boards, acceptable to the other, within thirty (30) days after the date first above written, authorizing the execution of this Agreement.

12. This Agreement may not be modified, except by a written agreement signed by all of the parties or their successors in interest, and shall require the adoption of a resolution by the appropriate governing Board of each local governmental entity which is a party hereto.

13. This Agreement shall be deemed dated and become effective on the date the last of the parties execute this Agreement as forth below.

14. This Agreement will be in effect for an initial period of five (5) years. It will automatically renew for additional five (5) year periods unless terminated by either party in accordance with Paragraph 8 above.

IN WITNESS WHEREOF, Cortland and Genoa, by the following officials, their names to enter into this Agreement.

TOWN OF CORTLAND

CITY OF GENOA

By: _____
Mark Pietrowski, Mayor

By: _____
Jonathan Brust, Mayor