


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Shirley J. Siebert, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution
#R-19-09 A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WOOD DALE AND THE WOOD DALE PARK DISTRICT FOR THE PROVISION OF CERTAIN POLICE SERVICES

To the City of Wood Dale, DuPage County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 21st day of February, 2019.


Shirley J. Siebert, City Clerk

SEAL



Resolution #R-19-09


**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WOOD
DALE AND THE WOOD DALE PARK DISTRICT FOR THE PROVISION OF
CERTAIN POLICE SERVICES**

Passed: February 21, 2019
Published in Pamphlet February 21, 2019

I, Shirley J. Siebert, as the Clerk for the City of Wood Dale, hereby certify that the attached is a true and correct copy of Resolution #R-19-09

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WOOD
DALE AND THE WOOD DALE SCHOOL DISTRICT FOR THE PROVISION
OF CERTAIN POLICE SERVICES**

Passed and approved by the by the City Council of the City of Wood Dale February 21, 2019, and hereby published in pamphlet February 21, 2019.


Shirley J. Siebert, City Clerk

SEAL



INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF WOOD DALE AND THE WOOD DALE PARK DISTRICT
FOR THE PROVISION OF CERTAIN POLICE SERVICES

THIS AGREEMENT is entered into this 26th day of February 2019, by and between the CITY OF WOOD DALE, a municipal corporation, (hereinafter referred to as the "CITY") and the WOOD DALE PARK DISTRICT, a municipal corporation, (hereinafter referred to as the "PARK DISTRICT"). The CITY and the PARK DISTRICT are sometimes collectively referred to herein as the "PARTIES."

RECITALS

WHEREAS, the CITY is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the PARK DISTRICT is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Park District Code, 70 ILCS 8/1, *et seq.*; and

WHEREAS, the CITY and the PARK DISTRICT are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article VII, Section 10 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the CITY and the PARK DISTRICT are "units of local government", as defined in Article VII, Section 1 of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract 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 ordinance; and

and the banking institution at which the PARK DISTRICT deposits its cash and funds (this service hereinafter known as "BANK RUNS"), on the terms set forth herein.

- 2.2 The CITY Police Department will coordinate for and provide crossing guards for pedestrian street crossing to the PARK DISTRICT swimming pool facility, on the terms set forth herein. The crossing guards will provide crossing service at the intersection of Wood Dale Road and Stoneham Street or nearby as agreed upon by both parties should an alternate location be necessary for safety.
- 2.3 It is understood, acknowledged and agreed between the parties that no CITY police officer, employee or agent performing services under this Agreement shall be considered or deemed an employee or agent or borrowed servant of the PARK DISTRICT, and that the police and crossing guard services provided under this Agreement shall be directed and controlled by the CITY. Accordingly, the PARK DISTRICT shall not be liable for any injury, death or damage occurring to any person or property whatsoever arising out of or in connection with the services provided by the CITY under this Agreement.

3.0 TERM OF AGREEMENT.

- 3.1 The CITY will provide the services described in Section 2.0 for PARK DISTRICT fiscal years 2019/2020, 2020/2021, 2021/2022 which run from May 1 to April 30 of each subsequent year herein described.
- 3.2 The CITY will be compensated for the services performed pursuant to section 2.0 in six (6 installment payments), as listed and described below.

<u>Fiscal Year</u>	<u>Payment #</u>	<u>Date Due</u>	<u>Service</u>
2019/2020	#1	October 1, 2019	Crossing Guards
2019/2020	#2	April 15, 2020	Bank Runs
2020/2021	#3	October 1, 2020	Crossing Guards
2020/2021	#4	April 15, 2021	Bank Runs
2021/2022	#5	October 1, 2021	Crossing Guards
2021/2022	#6	April 15, 2022	Bank Runs

5.0 INDEMNIFICATION

- 5.1 The PARK DISTRICT shall indemnify, hold harmless, and defend the CITY or any of its City Council members, officers, employees, or agents from and against all liability, claims, demands, and causes of action arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from the PARK DISTRICT'S performance of this Agreement to the fullest extent the PARK DISTRICT is so authorized under the law.
- 5.2 The CITY shall indemnify, hold harmless, and defend the PARK DISTRICT or any of its commissioners, officers, employees, or agents from and against all liability, claims, demands, and causes of action arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from the CITY'S performance of this Agreement, including but not limited to the intentional, willful or wanton or negligent actions or inactions of police officers and crossing guards, to the fullest extent the CITY is so authorized under the law.

6.0 INSURANCE

- 6.1 The CITY shall procure and maintain, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance including broad form coverage for bodily injury and property damage combined single limits in the amount of \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate, and business automobile insurance combined single limits each accident in the amount of \$1,000,000, and shall cause the PARK DISTRICT and its officials, officers, employees and agents, to be named additional insured under said policies. Any endorsement or provisions which limit contractual liability shall be deleted in their entirety. Said insurance shall be primary as respects the additional insureds and shall state that it shall apply separately to each insured against whom claim is made or suit is brought. At or prior to the commencement of this Agreement, the CITY shall furnish the PARK DISTRICT with

11.0 DEFAULT

11.1 In the event of a default of any of the provisions of this Agreement, which default exists uncorrected for a period of 15 days after written notice to any party of such default, the party seeking to enforce the provision shall be entitled to pursue any and all remedies at law and/or equity. In the event any party institutes legal proceedings against the other party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and includes in its judgment in favor of the prevailing party all expenses of such legal proceedings incurred by the prevailing party, including but not limited to court costs and reasonable attorneys' fees incurred by the prevailing party in connection therewith (including any appeals thereof).

IN WITNESS WHEREOF, the PARTIES to this Agreement have entered their hands and seals this 26th day of February 2019, and by the same acknowledge that they have read and understand this Agreement and intend to be bound by its terms.

CITY OF WOOD DALE

WOOD DALE PARK DISTRICT

Annunziato Pulice
Annunziato Pulice
Mayor, City of Wood Dale

Dorothy Lange
Dorothy Lange
Board President, Wood Dale Park District

Attest:

By: Shirley J. Sbert
Shirley J. Sbert
City Clerk

By: Denice Sbertoli
Denice Sbertoli
Secretary