

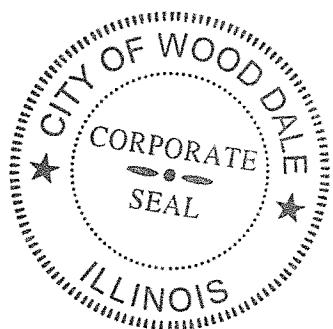
STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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-19-34 A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WOOD DALE AND FENTON HIGH SCHOOL DISTRICT #100**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 18th day of July, 2019.


Shirley J. Siebert, City Clerk

SEAL




Resolution #R-19-34

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND FENTON HIGH SCHOOL
DISTRICT #100**

Passed: July 18, 2019
Published in Pamphlet Form: July 19, 2019

I, Shirley J. Siebert, as the Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of #R-19-34
**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND FENTON HIGH SCHOOL
DISTRICT #100**

Passed and approved by the City Council of the City of Wood Dale on July 18, 2019 and hereby published in pamphlet on July 19, 2019.


Shirley J. Siebert, City Clerk

SEAL



RESOLUTION #R-19-34

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND FENTON HIGH SCHOOL DISTRICT
#100**

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 SCHOOL DISTRICT is a duly organized and existing school district governed by the provisions of the Illinois School Code, 105 ILCS 5/1-1, et seq.; and

WHEREAS, the CITY and the SCHOOL 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 SCHOOL 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

WHEREAS, in the spirit of intergovernmental cooperation, the CITY has expressed a willingness to provide the SCHOOL DISTRICT certain police services; and

WHEREAS, in evaluation of this mutual desire and in the spirit of governmental cooperation, the CITY and the SCHOOL DISTRICT have conferred and deem it beneficial to both Parties to enter into an Intergovernmental Agreement for the certain CITY police department services, which is attached hereto and incorporated herein by reference as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wood Dale, County of DuPage, Illinois, in regular session assembled:

SECTION 1. The recitals set above are incorporated herein and made a part hereof.

SECTION 2. The Mayor is hereby authorized and directed to execute on behalf of the City of Wood Dale, and the Clerk is hereby authorized to attest thereto, the Intergovernmental Agreement attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. The City Manager, Staff and Attorney for the City of Wood Dale are hereby authorized to take such action as may be necessary to carry out the terms of said Intergovernmental Agreement.

SECTION 4. The Clerk is hereby directed to transmit a certified copy of this Resolution and two duplicate originals of the executed Intergovernmental Agreement to the Fenton High School District #100, Attn. Superintendent James Ongtengco, 1000 W Green Street, Bensenville, IL 60106.

SECTION 5. This Resolution shall take effect immediately upon its passage and approval as provided by law

PASSED this 18th day of July, 2019

AYES: Aldermen Catalano, JAKAB, Messina, Sorrentino, Susmarzki, E. Wesley, R. Wesley and Woods

NAYS: None

ABSENT: None

APPROVED this 18th day of July, 2019

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Deputy Clerk, Amanda Melone for Shirley Siebert
Shirley J. Siebert, City Clerk
City Clerk

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT is made and entered into this 18 day of July, 2019, by and between the CITY OF WOOD DALE, DuPage County, Illinois, a municipal corporation (hereinafter referred to as "**City**"), and FENTON HIGH SCHOOL DISTRICT 100, DuPage County, Illinois (Hereinafter referred to as "**Fenton**");

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970 at Article VII, Section 10, and the Illinois Compiled Statutes at 5 ILCS 220/1 *et seq.*, and at 65 ILCS 5/11-1-2.1, authorize intergovernmental cooperation and agreement between municipal corporations and school districts; and

WHEREAS, Fenton has no police department and has requested the City to provide police services by and through the City Police Department (hereinafter referred to as "**Department**") under the terms and conditions set forth in this Agreement (hereinafter referred to as "**Agreement**"); and

WHEREAS, the City Council of the City and Fenton's School Board have determined that it is desirable and necessary in order to preserve and protect the health, safety, and welfare of the citizens that this Agreement be implemented;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, IT IS AGREED by and between the City and Fenton, as follows:

1. That for the term of this agreement or any duly authorized extension thereof, at the sole cost and expense of Fenton, the City will provide supervision by the Department for the following police services to be performed by a "School Liaison Officer" upon Fenton's properties:
 - A. Police patrol by one (1) or more sworn police officers of the Department;
 - B. Enforcement of rules and regulations of Fenton as well as applicable Illinois statutes;
 - C. Prosecution in a court of competent jurisdiction of all defendants charged with violations by the Department with the understanding that the City Attorney of the City or, as the case may be, the State's Attorney of DuPage County, shall be the prosecuting attorney in such matters involving violations of local ordinances or, as the case may be, the State statutes -- with the understanding that all fines collected as a result of such violations charged by any member of the Department or any prosecution as described herein shall be paid to the City; and

APPENDIX A

- D. The preparation and filing of all criminal reports on behalf of Fenton as required by law and in connection therewith the establishment and thereafter maintenance of a record system for all such incidents pertaining to Fenton.
- 1) The Chief of the Department and/or the Superintendent of Fenton shall be solely responsible for furnishing information to the press and the general public, as and only to the extent allowed by law, and in connection therewith, shall report specific details of incidents and names of persons involved therewith as in the sole discretion of each shall be deemed proper and lawful. In accord with the Reciprocal Reporting Act and the School Code, the Chief of the Department shall facilitate the exchange of information with the Superintendent of Fenton regarding reports and details of the specific incidences and charges involving Fenton students.
 - 2) On a regular basis during a mutually agreed upon timeframe, monthly and annual reporting will be provided by the Chief of the Department to the Fenton Superintendent listing all police service activities performed in Fenton.
2. Fenton shall select the personnel to serve as School Liaison Officers (herein referred to as "**School Liaison Officers**") from among the trained police officers employed by the City in its Department ", subject to the final approval and assignment by the Chief.
- A. The Chief of the Department shall retain administrative responsibility for the law enforcement activities of those assigned to serve as School Liaison Officers and he and his staff shall have and shall exercise sole authority and supervision over its officers, although the School Liaison Officers shall be assigned to school property at times pursuant to a predetermined schedule established by Fenton and the Department.
 - B. While assigned to work as School Liaison Officers, members of the Department shall remain in the employ of the City exclusively, and shall not be employees of Fenton. Fenton shall not have any obligation to provide employee benefits or workers' compensation payments of any kind directly to the School Liaison Officer. The School Liaison Officer's primary responsibility shall at all times remain as a sworn police officer. The School Liaison Officer shall at all times be subject to the administration, direction, supervision and control of the City. The City shall have the sole authority to hire, assign, discipline and discharge the School Liaison Officer. Fenton

shall reimburse the City the actual costs of the City for providing each of the School Liaison Officers. Accordingly, Fenton shall provide the City on a regular basis a record of hours worked by each of the School Liaison Officers and repay the City its costs within thirty (30) days of its receipt of a notice from the City containing the City's invoice for the actual costs of the services rendered. Prior to the execution of the Agreement, the City has provided Fenton the projected amount of the associated costs anticipated for the services to be provided by the City under this Agreement; and the City shall continue annually to do so prior to each automatic renewal hereof.

3. This Agreement shall not be construed as to limit in any way the authority of the officers of the Department to enforce the laws of the State of Illinois and United States as otherwise authorized by applicable law, either on or off of the properties of Fenton, whether or not such police officers are working at Fenton as School Liaison Officers.
4. The City, at its sole cost and expense, shall keep in full force and effect at all times during the term of this Agreement, general public liability insurance, including contractual liability coverages, workers' compensation insurance and such other types of insurance in such amounts and with such companies or self-insurance pools as are reasonably acceptable to Fenton against claims for injuries to persons or damages to property that might arise under this Agreement.
5. To the fullest extent permitted by law, each party shall indemnify, defend and hold harmless the other party, its governing board and its members, employees, volunteers, and agents, and their successors and assigns, in their individual and official capacities (collectively, the "Indemnities"), from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by any of the Indemnities for injuries to persons or for damage, destruction or theft of property arising out of any activity of the other party, or any act or omission of the other party or of any employee, agent, contractor, volunteer, or invitee of the party, but only to the extent caused in whole or in part by any wrongful or negligent act or omission of the other party. The indemnification obligation shall not extend to any judgment for punitive damages or to any injury to person or property which arises solely as a result of City Police Department policy, practice, procedure, order or directive.
6. This Agreement contains the entire agreement and understanding of the parties hereto and may be amended only by an instrument in writing executed by all parties hereto.

APPENDIX A

7. This Agreement shall be construed in accordance with the laws of the State of Illinois. The invalidity or unenforceability of any provision of this Agreement shall not offset or invalidate any other provision. If any provision of the Agreement is capable of two (2) constructions, one of which would render the provision invalid and other of which would make the provision valid, then the provision shall have the meaning which renders it valid.
8. That the term of the Agreement shall be for the period commencing August 15, 2019, through and including May 28, 2020 (hereinafter each start of the school year through the end of the school year is referred to as "Fiscal Year"). In the event neither the City Council of the City, nor the School Board of Fenton give timely notice as provided in paragraph 9 below, the Agreement as contained herein shall be renewed automatically for successive single (1) Fiscal Year periods upon the commencement of Fiscal Year August 2020, and each succeeding Fiscal Year thereafter.
9. That this Agreement may be terminated by the respective parties at any time as follows:
 - A. The City may terminate this Agreement by giving thirty (30) days' prior written notice to Fenton.
 - B. Fenton may terminate this Agreement by giving thirty (30) days' prior written notice to the City.
 - C. However, termination of this Agreement shall not terminate any hold harmless clauses herein, insofar as acts which occur during the term of this Agreement, nor the duty to make any payments required herein for services rendered during the term of this Agreement prior to such termination.
10. Any notices or other communications required or permitted hereunder shall be sufficiently given if sent registered or certified mail, postage prepaid, addressed to the addresses set forth below or such other address as shall be furnished in writing by any such party, and any notice or communication shall be deemed to have been given as of the date so mailed:

If to the City: City Manager With Copy to : City Clerk
Each Addressed to: City Hall
 404 N. Wood Dale Road
 Wood Dale, IL 60191

If to Fenton: Superintendent
 Fenton School District 100
 1000 W. Green Street
 Bensenville, IL 60106

APPENDIX A

11. Fenton certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
12. The City certified hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
13. Nothing in this Agreement shall be construed to consider any party or its respective employees or agents as the agents or employees of the other party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the City and Fenton. No party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This Agreement is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
14. The Officers of the City and Fenton executing this Agreement on behalf of their respective corporations, certify hereby that each has been duly authorized to sign and this Agreement has been approved the City Council of the City and School Board of Fenton, respectively.

IN WITNESS WHEREOF, the parties hereto have entered their hands and seals the day and year first above written.

FENTON HIGH SCHOOL DISTRICT 100

(SEAL)

By: Paul Wedemann
President, Paul Wedemann

Attest: Patricia Jalowiec
Secretary, Patricia Jalowiec

CITY OF WOOD DALE

(SEAL)

By: Annunziato Pulice
Mayor Annunziato Pulice

Attest: Amanda Meloe for Shirley Siebert
City Clerk Amanda Meloe for
City Clerk Shirley Siebert
City Clerk Shirley J. Siebert

