

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
GLENDALE HEIGHTS AND THE VILLAGE OF LOMBARD FOR THE PROVISION
OF POLICE SERVICES BY THE VILLAGE OF GLENDALE HEIGHTS AT
GLENBARD EAST HIGH SCHOOL**

This Intergovernmental Agreement (hereinafter the "Agreement") is entered into by and between the VILLAGE OF GLENDALE HEIGHTS (hereinafter "Glendale Heights"), and the VILLAGE OF LOMBARD, (hereinafter "Lombard"), this 2nd day of October 2008. (Lombard and Glendale Heights are sometimes hereinafter individually referred to as a "Party", and are collectively referred to as the "Parties".)

WHEREAS, School District No. 87 operates four (4) high schools, three (3) of which have students from Glendale Heights attending; and

WHEREAS, School District No. 87 desires to have police officers from Glendale Heights serve as the police liaison officers at all high schools attended by students from Glendale Heights; and

WHEREAS, Glenbard East High School (hereinafter "Glenbard East") is located at the Southwest corner of Wilson Avenue and Main Street within Lombard, with students from Glendale Heights attending Glenbard East; and

WHEREAS the Glendale Heights Police Department desires to furnish and provide police services at Glenbard East; and thereby, to work within Lombard's jurisdiction to accomplish that task; and

WHEREAS, the Parties hereto are in agreement that it is in their respective best interests to enter into this Agreement as requested by School District 87; and

WHEREAS, the Parties enter into this Agreement pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and Section 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/11-1-2.1 *et seq.*

NOW, THEREFORE, in consideration of the foregoing, the mutual and several promises, covenants and understandings contained herein, and other good and valuable consideration, the

receipt and sufficiency of which is acknowledged by the Parties hereto, the Parties agree as follows:

1. Incorporation of Recitals: The foregoing recitals are hereby incorporated as if fully recited herein.
2. Purpose of Agreement: The purpose of this Agreement is to allow the Glendale Heights Police Department to provide police officers and to furnish and provide police liaison and law enforcement services at Glenbard East.
3. Utilization of Facilities: Lombard will allow the Glendale Heights' police officers, who are providing police services at Glenbard East, to utilize Lombard's Police Department facilities to effectuate arrests, and otherwise perform all lawful duties of a peace officer with respect to the performance of law enforcement services at Glenbard East.
4. Compensation Between the Parties: No monetary compensation will be paid between the Parties pursuant to this Agreement.
5. Responsibilities of the Parties:
 - A. Responsibility for Employees. Glendale Heights shall assume all responsibility for the actions of its police officers while acting in such capacity at Glenbard East pursuant to this Agreement, both as to indemnification of police officers and as to the payment of benefits to such police officers, all to the same extent as such police officers are protected, insured, indemnified and otherwise provided for when acting within the corporate limits of Glendale Heights.
 - B. Compensation of Employees. Glendale Heights shall be solely and exclusively responsible for the payment of any and all benefits to all of its police officers while acting in such capacity at Glenbard East pursuant to this Agreement, including but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, claims for damage to or destruction of equipment and clothing, and claims for medical expenses. At no time will any employee of the Glendale Heights Police Department be

considered an employee of another police department, including, but not limited to, the Lombard Police Department, pursuant to this Agreement.

6. Indemnification: Glendale Heights shall indemnify and hold harmless Lombard, and its officers, agents, and employees, with respect to any claim or loss, including, but not limited to, attorneys' fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which might arise, either directly or indirectly, out of the acts or omissions of Glendale Heights, or its officers, agents, or employees, in the utilization of Lombard's Police Department facilities or the provision of police liaison or law enforcement services in relation to Glenbard East, as contemplated by this Agreement.

7. Notices: Any notice, request, demand or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the persons identified below in person, by courier service or by facsimile copy (with original copy mailed the same day in accordance with the provisions of this Section), or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Village of Glendale Heights:

Village of Glendale Heights
300 Civic Center Plaza
Glendale Heights, IL 60139
ATTN: Michael S. Marron, Chief of Police

With a copy to:

Donald J. Storino, Esq.
Storino, Ramello & Durkin
9501 W. Devon, Suite 800
Rosemont, IL 60018

If to the Village of Lombard:

Village of Lombard Police Department
235 E. Wilson Avenue
Lombard, IL 60148
ATTN: Ray Byrne, Chief of Police

With a copy to:

Village of Lombard
255 E. Wilson Avenue

Lombard, IL 60148
ATTN: David Hulseberg, Village Manager

8. Severability: If any provision or part of this Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or parts of this Agreement not so held invalid or unenforceable. Such other provisions or parts which are not held invalid or unenforceable shall survive and continue in full force and effect, unless deletion of the provision or other part of the Agreement which is held to be invalid or unenforceable renders this Agreement meaningless.
9. Term: The term of this Agreement shall be two (2) years from and after the date of execution by the Parties. This Agreement shall thereafter automatically renew for successive two (2) year periods unless and until terminated. Either Party hereto may terminate this Agreement upon written notice being provided to the other Party, not less than thirty (30) days prior to the proposed termination date.
10. Entire Agreement: This Agreement shall constitute the entire agreement between the Parties and supersedes all prior oral and written representations and agreements relating to the subject matter of this Agreement.
11. Modification of Agreement: Any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed and authorized by the representatives of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth hereinafter.

VILLAGE OF GLENDALE HEIGHTS

By: *Linda Jackson*
Linda Jackson
Village President

ATTEST:

By: *Mimi A. Schmidt*
Village Clerk
Dated: 10-2-08

VILLAGE OF LOMBARD

By: *William Mueller*
William Mueller
Village President

ATTEST

By: *Deirdra O'Brien*
Village Clerk
Dated: Oct. 15, 2008

