

RESOLUTION
R 33-14

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Intergovernmental Agreement with Glenbard Township High School District #87, as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this 21st day of August, 2014.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Breen and Fitzpatrick


Nays: None

Absent: Ware

Approved this 21st day of August, 2014.


Keith T. Giagnorio
Village President

ATTEST:


Sharon Kuderna
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND
GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87
IN REGARD TO PARAMEDIC SERVICES AT FOOTBALL GAMES**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 21st day of August, 2014, by and between the VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE") and the BOARD OF EDUCATION OF GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87 (hereinafter referred to as the "SCHOOL DISTRICT"). The VILLAGE and the SCHOOL DISTRICT are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the SCHOOL DISTRICT will be hosting football games at Glenbard East High School, located at 1014 South Main Street, Lombard, Illinois (hereinafter referred to as the "High School") on September 5, 2014, September 12, 2014, September 26, 2014 and October 17, 2014, as well as possibly between October 31, 2014 and the end of 2014, should the High School's football team make the State football playoffs (hereinafter referred to as the "Football Games"); and

WHEREAS, the SCHOOL DISTRICT has requested that the VILLAGE provide a medic unit vehicle (hereinafter referred to as the "Medic Unit") staffed by two (2) VILLAGE Fire Department paramedics (hereinafter referred to as the "Paramedics") at the Football Games at the High School, from 6:00 p.m. on the day of each of the Football Games, to the end of each of the Football Games, so as to be available to provide emergency medical services at the Football Games (hereinafter referred to as the "Paramedic Services"); and

WHEREAS, the VILLAGE is willing to provide the Paramedic Services, provided the SCHOOL DISTRICT reimburses the VILLAGE for the costs associated with providing the Paramedic Services, pursuant to the terms and conditions set forth below; and

WHEREAS, the SCHOOL DISTRICT is willing to reimburse the VILLAGE for the costs associated with the VILLAGE providing the Paramedic Services, pursuant to the terms and conditions set forth below; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide the authority for this Agreement; and

WHEREAS, it is in the best interests of the SCHOOL DISTRICT and the VILLAGE to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.

2. **VILLAGE OBLIGATIONS.** The VILLAGE shall provide the Paramedic Services at the Football Games, subject to the receipt of reimbursement for the costs thereof, from the SCHOOL DISTRICT, as provided for in Section 3. below.

3. **SCHOOL DISTRICT OBLIGATIONS.** The SCHOOL DISTRICT agrees to:

- A. Provide a location at the High School, during the Football Games, at which the Medic Unit can be parked.

- B. Reimburse the VILLAGE for Paramedic Services, within thirty (30) days after the receipt of a bill therefor from the VILLAGE, after the last of the Football Games, at the rate of One Hundred and No/100 Dollars (\$100.00) per hour, for each hour, or portion thereof, that the VILLAGE has provided Paramedic Services at the Football Games.

4. VILLAGE BILLING TO RECIPIENTS OF MEDICAL SERVICES. It is agreed by the Parties hereto that the SCHOOL DISTRICT'S payments to the VILLAGE, pursuant to Section 3.B. above, shall not preclude the VILLAGE from billing the recipient of any Paramedic Services provided by the Paramedics, pursuant to Section 91.20 of the Lombard Village Code.

5. SCHOOL DISTRICT INDEMNIFICATION OF THE VILLAGE. The SCHOOL DISTRICT shall indemnify and hold harmless the VILLAGE, 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 may arise, either directly or indirectly, out of the acts or omissions of the SCHOOL DISTRICT, or its officers, agents or employees, in the performance of this Agreement.

6. VILLAGE INDEMNIFICATION OF THE SCHOOL DISTRICT. The VILLAGE shall indemnify and hold harmless the SCHOOL DISTRICT, 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 may arise, either directly or indirectly, out of the acts or omissions of the VILLAGE, or its officers, agents or employees, in the performance of this Agreement.

7. **NO WAIVER OF TORT IMMUNITY DEFENSES.** Nothing contained in Sections 5. or 6. above, or in any other provision of this Agreement, is intended to constitute, nor shall constitute, a waiver of the defenses available to either of the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

8. **NOTICES.** 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:

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| A. If to the VILLAGE: | B. If to the SCHOOL DISTRICT |
| Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148 | Superintendent
Glenbard Township High
School District No. 87
596 Crescent Boulevard
Glen Ellyn, Illinois 60137 |

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. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

9. **COUNTERPARTS.** This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

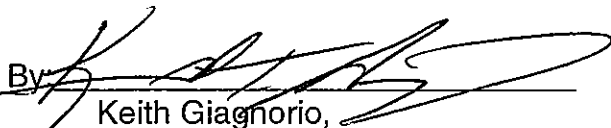
10. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no

representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

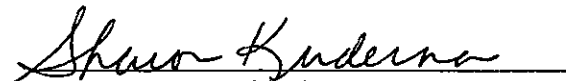
11. EFFECTIVE DATE. This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement, as set forth below.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk, and the SCHOOL DISTRICT, pursuant to the authority duly granted by the adoption of a [Motion/ Resolution] by its Board of Education, has caused this Agreement to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD

By: 
Keith Giagnorio,
Village President

ATTEST:


Sharon Kuderna,
Village Clerk

Dated: August 21, 2014

**BOARD OF EDUCATION OF
GLENBARD TOWNSHIP
HIGH SCHOOL DISTRICT NO. 87,
DuPAGE COUNTY, ILLINOIS**

By: _____
Name: _____
President

ATTEST:

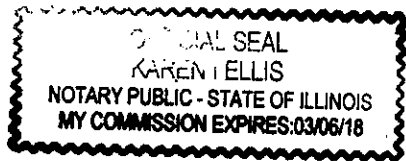
Name: _____
Secretary

Dated: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Keith Giagnorio and Sharon Kuderna, personally known to me to be the Village President and Village Clerk of the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 22nd day of August, 2014.



Karen J. Ellis
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ and _____, personally known to me to be the President and Secretary of the Board of Education of Glenbard Township High School District No. 87, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that, as such President and Secretary, they signed and delivered the signed instrument, pursuant to authority given by said Board of Education of Glenbard Township High School District No. 87, as their free and voluntary act, and as the free and voluntary act and deed of said Board of Education of Glenbard Township High School District No. 87, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Board of Education of Glenbard Township High School District No. 87, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Board of Education of Glenbard Township High School District No. 87, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2014.

Notary Public