



To: Scott Niehaus, Village Manager

From: Rick Sander, Fire Chief *rs*

Date: August 1, 2017

Subject: Agenda Item Request; GEHS Intergovernmental Agreement

Please find the attached Agreement between the Village of Lombard and Glenbard Township High School District NO. 87 in regards to Paramedic Services at Football Games that I am requesting to be added to the August 17, 2017 Village Board Meeting for approval.

This is the same Agreement approved last year; made current to reflect the 2017 Football Season Schedule.

Thank you for your help in this matter.

RS/sy

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) _____ *Waiver of First Requested*
_____ Recommendations of Boards, Commissions & Committees (Green)
_____ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott Niehaus, Village Manager

DATE: August 2, 2017 AGENDA DATE: August 17, 2017

TITLE: Intergovernmental Agreement with Glenbard Township High School
District #87

SUBMITTED BY: Rick Sander, Fire Chief

BACKGROUND/POLICY IMPLICATIONS:

Resolution authorizing an Agreement between the Village and Glenbard Township High School District No. 87 to provide Paramedic service during football games held at the Glenbard East High School.

FISCAL IMPACT/FUNDING SOURCE

Review (as necessary):

Village Attorney X _____ Date _____

Finance Director X _____ Date _____

Village Manager X _____ Date _____

NOTE: Materials on this sheet are not to be approved by the Village Manager. OFFICE ID: 12100 pm Wednesday, 8/2/17
to the Agenda Distribution.

RESOLUTION

R_____

**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 17th day of August 2017.

Ayes: _____

Nays: _____

Absent: _____

Approved this 17th day of August 2017.

Keith 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 28th day of August, 2015, 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 Friday, September 1, 2017; Friday, September 8; Friday, September 29, 2017; Friday, October 6, 2017; Friday, October 20, 2017; as well as possibly between October 27, 2017 and the end of 2017, 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:

A. If to the VILLAGE:

Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

B. If to the SCHOOL DISTRICT

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: _____

Name: Keith Giagnorio

Title: Village President

ATTEST:

Name: Sharon Kuderna

Title: Village Clerk

Dated: _____

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

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: _____

Dated: _____

VILLAGE OF LOMBARD

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: _____

Dated: _____

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

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: _____

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 _____ day of _____, 2017.

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 _____, 2017.

Notary Public