

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT  
IN REGARD TO THE “SHOWMOBILE”**

THIS AGREEMENT (hereinafter referred to as the “Agreement”), entered into this 23<sup>rd</sup> day of April, 2013, by and between the VILLAGE OF LOMBARD (hereinafter referred to as the “VILLAGE”) and the LOMBARD PARK DISTRICT (hereinafter referred to as the “DISTRICT”). The VILLAGE and the PARK DISTRICT are hereinafter sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

**WITNESSETH**

**WHEREAS**, the VILLAGE purchased a mobile stage in 1990 to be used for community events; and

**WHEREAS**, since 1990 the DISTRICT has been responsible for the maintenance, storage and rental of the mobile stage; and

**WHEREAS**, the DISTRICT notified the VILLAGE that the mobile stage is no longer safe and has decommissioned the stage; and

**WHEREAS**, at the February 2, 2012 VILLAGE Board Meeting, the VILLAGE approved a Hotel/Motel grant in the amount of \$57,987 to be used for the purchase of a 2012 Motiv RSX Car Hauler (hereinafter referred to as the “SHOWMOBILE”) to replace the mobile stage; and

**WHEREAS**, the Parties agree that the VILLAGE and DISTRICT should define the terms and conditions governing the use of the SHOWMOBILE, including liability, storage, maintenance, and the management of its use; and

**WHEREAS**, the DISTRICT, will establish an account dedicated for future replacement and for maintenance and repair costs of the SHOWMOBILE (collectively, the “Dedicated Purposes”) and that any revenue received by the DISTRICT, less the actual costs incurred for delivery, set-up and removal, shall be designated as a restricted fund within the DISTRICT budget to be used only for the Dedicated Purposes; and

**WHEREAS**, the DISTRICT agrees that it will not charge the VILLAGE, for use or future replacement of the SHOWMOBILE; 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 VILLAGE and the PARK DISTRICT to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained therein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties 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.** In relation to the SHOWMOBILE, the VILLAGE agrees to:

- A. Pay for all costs related to the purchase and set-up of the SHOWMOBILE;
- B. Transfer title to the SHOWMOBILE to the DISTRICT at no cost to the DISTRICT;
- C. Cause all manufacturer and vendor warranties related to the SHOWMOBILE to be assigned to and enforceable by the DISTRICT;
- D. Provide, through the use of VILLAGE personnel, the delivery, set-up and pick-up of the SHOWMOBILE for events located within the corporate limits of the VILLAGE and the DISTRICT boundary in the event that the DISTRICT staff is not available to provide services as defined in section 3C. When performing these services VILLAGE personnel shall not be considered employees or agents of the DISTRICT for any purpose or reason but they shall be and remain classified for all purposes as employees or agents of the VILLAGE.

3. **DISTRICT OBLIGATIONS.** In relation to the SHOWMOBILE, the

DISTRICT agrees to:

- A. Provide a secure storage location for the SHOWMOBILE;
- B. Perform all repairs and maintenance to the SHOWMOBILE;
- C. Provide, through the use of DISTRICT personnel, the delivery, set-up and pick-up of the SHOWMOBILE for events located within the corporate limits of the VILLAGE and the DISTRICT boundary;
- D. Make the SHOWMOBILE available to the VILLAGE and groups affiliated with the VILLAGE, as determined by the VILLAGE, at no cost;
- E. Establish a restricted fund and place any revenue received by the DISTRICT, less the actual costs incurred for delivery, set-up and removal into said restricted fund to be used for the Dedicated Purposes;
- F. Provide all necessary insurance policies required by the State of Illinois for the SHOWMOBILE and name the VILLAGE as an additional insured on all required policies.

4. **A. DISTRICT INDEMNIFICATION OF THE VILLAGE.** The DISTRICT shall indemnify and hold harmless the VILLAGE, and its elected and appointed officials, officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind to the extent they arise, either directly or indirectly, out of the negligent or intentional wrongful acts or omissions of the DISTRICT, or its elected or appointed officials, officers, agents, employees, consultants or contractors, in exercise of its rights or performance of its obligations under this Agreement.

**B. VILLAGE INDEMNIFICATION OF THE DISTRICT.** The VILLAGE shall indemnify and hold harmless the DISTRICT, and its elected and appointed officials, 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 to the extent they arise, either directly or indirectly, out of the negligent or intentional wrongful acts or omissions of the VILLAGE or its elected or appointed officials, officers, agents, employees, consultants or contractors, in the exercise of its rights or performance of its obligations under this Agreement.

5. **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

C. If to the PARK DISTRICT:

Executive Director  
Lombard Park District  
227 West Parkside Avenue  
Lombard, Illinois 60148

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.

6. **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.

7. **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.

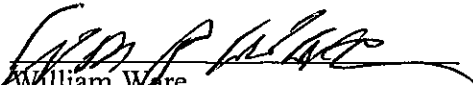
8. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement as set forth below.


9. **NO WAIVER OF TORT IMMUNITY DEFENSES.** – Nothing contained in Sections 4.A. or 4.B. above, or in any other provision of this Agreement, is intended to constitute, nor shall constitute, a waiver of the defenses available to any 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.”

**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 DISTRICT, pursuant to authority

granted by the adoption of a [Motion/Resolution] by its Board of Park Commissioners, has caused this Agreement to be signed by its President and attested by its Secretary.

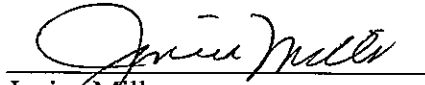
**VILLAGE OF LOMBARD**

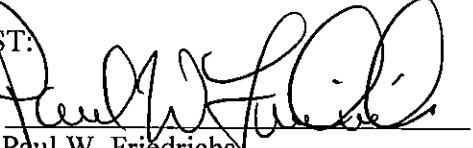
By:   
William Ware  
Acting Village President

ATTEST:  
  
Brigitte O'Brien  
Village Clerk

Dated: \_\_\_\_\_

**LOMBARD PARK DISTRICT**

By:   
Janice Mills  
President

ATTEST:  
  
Paul W. Friedrichs  
Secretary

Dated: 4/23/2013



