

RESOLUTION 25-08

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF SANDWICH AND THE SANDWICH PARK DISTRICT CONCERNING THE INSTALLATION OF A FENCE LOCATED ON PROPERTY LEASED BY THE CITY AT VETERANS PARK LOCATED AT 143 E. RAILROAD STREET, SANDWICH, ILLINOIS 60548

WHEREAS, the Sandwich Park District and the City of Sandwich enjoy certain authorities related to zoning and building; and

WHEREAS, The City of Sandwich leases certain property north of Veterans Park located at 143 E. Railroad Street Sandwich, Illinois 60548 and will install a fence on that property on behalf of the Sandwich Park District; and

WHEREAS, the Sandwich Park District and the City of Sandwich desire to have such fence installed at the cost of the Park District; and

WHEREAS, the City Council has reviewed the Intergovernmental Cooperation Agreement (attached hereto as Exhibit "A") and believes that it is in the best interest of the City to enter into said Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandwich, Illinois, that the Mayor is hereby empowered, authorized, and directed to execute, on behalf of the City of Sandwich, THE Intergovernmental Cooperation Agreement Between the City of Sandwich and the Sandwich Park District concerning installation of a fence located on property leased by the City at Veterans Park located at 143 E. Railroad Street, Sandwich, Illinois 60548.

PASSED BY THE CITY COUNCIL of the City of Sandwich, Illinois, at a regular meeting thereof held on the 17th day of March, 2025, and approved by me as Mayor on the same day.

AYES: _____

NAYS: _____

ABSENT: _____

Todd Latham, Mayor

ATTEST:

Denise Ii, City Clerk

CERTIFICATION

I, Denise Ii, do hereby certify that I am the duly elected, qualified and acting City Clerk of the City of Sandwich, Counties of DeKalb and Kendall, and State of Illinois, and that I am keeper of the records, ordinances and other proceedings of said City; and I further certify that the above and foregoing is a true and correct copy of

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As approved and adopted by the City Council at a regular meeting of the City Council of the City of Sandwich, held on the 17th day of March, 2025, which meeting was held in the Council Chambers located in the City Hall Annex at 128 East Railroad Street in the City of Sandwich, Illinois.

Witness my hand and seal this 17th day of March, 2024.

Denise Ii, City Clerk

EXHIBIT "A"

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SANDWICH AND THE SANDWICH PARK DISTRICT FOR THE CONSTRUCTION OF A FENCE

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this ____ day of _____, 2025, by and between the City of Sandwich, an Illinois municipality ("City") and the Sandwich Park District, an Illinois unit of local government ("Park District") The City and the Park District are hereinafter sometimes referred to individually as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate 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 by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, intergovernmental cooperation is further authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (2012) ("the Act"); and

WHEREAS, the City and Park District are public agencies as that term is defined by the Act, 5 ILCS 220/2; and

WHEREAS, the Parties wish to install a fence on property leased by the City at Veterans Park located at 143 E. Railroad Street, Sandwich IL 60548, in accordance with the terms and conditions of this Agreement (the "Project"); and

WHEREAS, the Parties have determined that it is in the best interests of their respective residents, as well as the public generally, to proceed with the Project, and desire to partner together to facilitate the Project's construction, operation and maintenance; and

WHEREAS, the Parties wish to define and establish their respective rights, responsibilities and obligations with respect to the construction, operation, and maintenance of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties the Parties agree as follows:

1. RECITALS INCORPORATED. The foregoing recitals are incorporated herein by reference and made a part hereof as though fully set forth in this paragraph 1, the same constituting the factual basis for this Agreement. All exhibits referenced and attached to this Agreement are hereby incorporated into this Agreement by this Section 1.

2. SCOPE OF PROJECT.

2.1 The City will enter into all necessary contracts and agreements and will pay for all materials and labor to complete installation of the Project. The Project design, specifications, and installation shall be completed by the City with input from the Park District. The Project shall be completed in a manner substantially consistent with the proposal from Ideal Fence, Inc. dated October 5, 2024.

After completion, the City shall provide notice to the Park District that it has completed payments for the Project, and request that the Park District reimburse the City. The Park District shall then reimburse the City for the Project costs within forty-five (45) days in an amount not to exceed Six Thousand Six Hundred Forty Dollars (\$6,640.00). The Project will be part of Veterans Park, property of the City, and operation, maintenance,

replacement, and liability will be the sole responsibility of the City. The City shall be solely responsible for maintaining insurance coverage on the improvements installed as part of the Project following completion of construction. The insurance required of the City and the City's contractors, subcontractors and suppliers under this Agreement shall remain in full force and effect until expiration of any limitations period for any claim arising from design, labor, or materials required to construct the Project, whether performed by City or City's contractor(s).

2.2 The City will serve as primary lead on construction of the Project, which shall include but is not limited to completing the solicitation for bids if required by law, payment of all services needed to complete the Project, and compliance with all applicable laws and regulations pertaining to construction of the Project, including but not by limitation, the Illinois Prevailing Wage Act, 820 ILCS 130 et seq.

3. INDEMNIFICATION AND INSURANCE.

3.1. The City shall indemnify, hold harmless, and defend the Park District and its officials, officers, employees and agents (hereinafter referred to as the "Releasees") from and against all injuries, deaths, losses, damages, including property damage, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees and court costs, against the Releasees related in any way to this Agreement or the Project to the furthest extent permitted by law. The City shall, at its own expense, appear, defend and pay all charges of attorneys' fees and costs and other expenses.

3.2. Nothing in this Agreement shall be construed as prohibiting the Park District or its officers, employees and agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them arising out of the performance of this Agreement.

3.3. At its own expense, the City shall obtain and keep in force during the duration of this Agreement the following insurance coverage for Project work with the following minimum limits: The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

- Broad form comprehensive general liability, with a general aggregate of \$3,000,000.00 and \$1,000,000.00 for each occurrence.
- Workers' compensation insurance in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all applicable employees pursuant to this Agreement. Employer liability coverage in an amount not less than \$1,000,000.00.
- Comprehensive automobile liability, with coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage, with a combined single limit coverage of \$1,000,000.00.

The minimum insurance coverage specified in this Paragraph 3.4 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Each Party shall provide evidence of the required coverages upon the request of the other Party.

3.4. The City shall require any contractor performing any work on the Project to carry liability insurance, workers compensation, employer liability, and auto liability, in coverage amounts and from insurance providers acceptable to the Parties. All contractors shall name the Park District, its officers, employees, agents, and volunteers as additional insureds under such policies to the same extent City obtains such additional insured coverage for itself. Contractor or City shall furnish to the Park District copies of certificates of insurance evidencing coverage for any contractor performing any such work. The City shall similarly require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Agreement, to indemnify, hold harmless and defend both Parties and their respective officials, officers, employees, and agents, from and against all injuries, deaths, injuries, losses, damages, including property damage, claims, suits, liabilities,

judgments, costs and expenses, including reasonable attorneys' fees and court costs, related in any way to this Agreement or the Project to the furthest extent permitted by law.

4. NO WAIVER OF TORT IMMUNITY DEFENSES. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the City or the Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act or any other immunity law, regulation or order, with respect to claims arising out of or in any way related to this Agreement.

5. MODIFICATIONS AND AMENDMENTS. Any modifications of or amendments to this Agreement must be in writing, signed by both Parties, and dated on or subsequent to the date hereof.

6. TERMINATION. This Agreement is conditioned upon the faithful performance by both Parties of all the terms and provisions hereof. Either Party may terminate this Agreement upon thirty (30) days prior written notice in the event of a breach of a material term of this Agreement by the other Party.

7. TERM. This Agreement shall remain in full force for two (2) years, and can be extended by mutual agreement of the parties, except that Sections 3, 4 and 5 above shall survive expiration or termination of this Agreement for any reason.

8. COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state, county, and local statutes, ordinances, rules, regulations, and codes in the performance of their respective obligations under this Agreement.

9. RELATIONSHIP OF THE PARTIES. Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither Park District nor the City shall have the power to bind or obligate the other except as to the extent expressly set forth in this Agreement.

10. NO THIRD-PARTY BENEFICIARIES. Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City and/or the Park District.

11. NO IMPLIED WAIVER. No waiver of any rights which either Party has in the event of any default or breach by the other Party under this Agreement shall be implied from the non-breaching Party's failure to take any action on any such breach or default and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

12. 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 certified mail, return receipt requested, postage prepaid, or by personal delivery service with proof of delivery, addressed as follows:

If to the CITY:

City of Sandwich
c/o: City Administrator
144 E Railroad St.
Sandwich, IL 60548

If to PARK DISTRICT:

Sandwich Park District
c/o: Executive Director
1001 N Latham St.
Sandwich, IL 60548
bill.novicki.spd@gmail.com

With a copy to: Bryan M. Wellner
Mahoney, Silverman & Cross, LLC
822 N. 129th Infantry Drive, Suite 100
Joliet, IL 60435
bwellner@msclawfirm.com

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 or personal delivery service shall be deemed given upon actual delivery.

13. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.

14. AUTHORITY. The individual officers of Park District and the City who have executed this Agreement represent and warrant that they have the full power and lawful authority to execute this Agreement and perform and fulfill the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective governing boards.

15. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

16. HEADINGS. The various headings used in this Agreement as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section in which they appear.

17. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

18. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

CITY OF SANDWICH

SANDWICH PARK DISTRICT

Todd Latham, its Mayor

Dan Hoyt, its President

ATTEST:

ATTEST:

Denise Ii, its Clerk

Theresa Jordan, its Secretary

Date: _____

Date: _____