

**RESOLUTION NO. R-17-34**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WOOD DALE AND THE WOOD DALE SCHOOL DISTRICT FOR THE CITY'S TEMPORARY USE OF SCHOOL DISTRICT PROPERTY FOR THE CITY'S 2017 PRAIRIE FEST**

WHEREAS, the CITY is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1; et seq.; and

WHEREAS, the SCHOOL DISTRICT is a duly organized and existing special district governed by the provisions of the Illinois School District Code, 70 ILCS 1205/1-1, et seq.; and

WHEREAS, the CITY and the SCHOOL DISTRICT are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article VII, Section 10 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the CITY and the SCHOOL DISTRICT are "units of local government," as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract 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 ordinance; and

WHEREAS, the CITY operates an annual festival known as "Prairie Fest" and due to construction activities on CITY property this year, the CITY is in need of alternative space to hold a portion of the 2017 Prairie Fest and desires to use SCHOOL DISTRICT property for that purpose; and

WHEREAS, in the spirit of intergovernmental cooperation, the SCHOOL DISTRICT has expressed a willingness to provide the CITY temporary use of SCHOOL DISTRICT property for the CITY's operation of the 2017 Prairie Fest upon the terms and conditions provided herein.

WHEREAS, in evaluation of this mutual desire and in the spirit of governmental cooperation, the CITY and the SCHOOL DISTRICT have conferred and deem it beneficial to both Parties to enter into an Intergovernmental Agreement for the CITY's temporary use of SCHOOL DISTRICT Property for the CITY's 2017 Prairie Fest which is attached hereto and incorporated herein by reference as Exhibit "A."

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Wood Dale, County of DuPage, Illinois, in regular session assembled:

SECTION 1. The recitals set above are incorporated herein and made a part hereof.

SECTION 2. The Mayor is hereby authorized and directed to execute on behalf of the City of Wood Dale, and the Clerk is hereby authorized to attest thereto, the Intergovernmental Agreement attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. The City Manager, Staff and Attorney for the City of Wood Dale are hereby authorized to take such action as may be necessary to carry out the terms of said Intergovernmental Agreement.

SECTION 4. The Clerk is hereby directed to transmit a certified copy of this Resolution and four duplicate originals of the executed Intergovernmental Agreement to

the Wood Dale School District, Attn. Dr. John Corbett, Superintendent, 543 N. Wood Dale Rd, Wood Dale, IL 60191.

SECTION 5. This Resolution shall take effect immediately upon its passage and approval as provided by law

PASSED this 18<sup>th</sup> day of May, 2017.

AYES: Aldermen Catalano, JACOB, Messina, Scirentino, Susmarski, E. Wesley, R. Wesley, and Woods

NAYS: None

ABSENT: None

APPROVED this 18<sup>th</sup> day of May, 2017.

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Shirley J. Siebert  
Shirley J. Siebert, City Clerk

Published in pamphlet form May 19, 2017

# LICENSE AGREEMENT FOR USE OF WOOD DALE SCHOOL DISTRICT JUNIOR HIGH FOR PRAIRIE FEST

This License Agreement ("Agreement") is made this 26 day of April, by and between the WOOD DALE SCHOOL DISTRICT 7, an Illinois School District ("School District") and the CITY OF WOOD DALE ("Licensee"). School District and Licensee are hereinafter sometimes individually referred to as "Party" and collectively as the "Parties."

## RECITALS

- a. School District owns property commonly known as WOOD DALE JR. HIGH located in Wood Dale, Illinois ("School").
- b. Licensee desires to use this site within the School District to host the 2017 Prairie Fest (the "Event").
- c. This License Agreement is not intended to create or imply a joint function, joint venture, or joint enterprise between Licensee and the School District.
- d. School District is willing to grant to Licensee permission to use the School for the "Event", based on and subject to the terms and conditions of this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are hereby incorporated into this Agreement, and made a part hereof, and all covenants, terms, conditions, and provisions hereinafter contained shall be interpreted and construed in accordance therewith.
2. Subject to the terms and conditions contained in this Agreement, School District grants to Licensee a license (the "License") to use portions of the Property as designated by School District to host Prairie Fest 2017 on the dates and during the hours specified as follows:

- Monday 7/24            Event Set Up: 7:00am – 5:00pm
- Tuesday 7/25           Event Set Up: 7:00am – 5:00pm
- Wednesday 7/26:      Event Set Up: 7:00am – 5:00pm
- Thursday 7/27:        Event Hours: 7:00am – 11:00pm
- Friday 7/28:            Event Hours: 7:00am – 11:00pm
- Saturday 7/29:        Event Hours: 7:00am – 11:00pm
- Sunday 7/30:           Event Hours: 7:00am – 11:00pm
- Monday 7/31:          Event Tear Down: 7:00am – 5:00pm

3. Licensee shall be responsible for any damage done to School property beyond normal wear and tear, and shall fully and promptly reimburse School District for all costs and expenses incurred by School District in repairing and/or remedying said damage. Licensee shall immediately advise the School District of any damage made to School District property.

4. Securing the parking areas for the Event will be the responsibility of Licensee. At the conclusion of the event set up, no vehicles other than emergency vehicles or event carts will be permitted on School property. All event staff and volunteers must park in lots designated by the Licensee.
5. Licensee is solely responsible for any and all supervision and security services associated with its use of the Property. Licensee shall use reasonable efforts to prevent invitees or attendees from possessing or consuming alcohol on School District property.
6. Licensee shall comply with all applicable local, state, and federal laws, including, but not limited to the Americans with Disabilities Act (ADA). Licensee shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA compliant units in a designated area in the form of portable units. Licensee shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.
7. Licensee shall establish a written emergency evacuation plan for the Event in case of inclement weather. Licensee shall provide copies of said plan to all persons associated with the operation of the Event, including but not limited to the Wood Dale School District, City of Wood Dale Police Department, and the Wood Dale Park District. This plan shall be provided to all parties 45 days prior to the event for approval by all parties. Licensee is responsible for compliance with the emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause.
8. The School District does not promise, warrant or guarantee that the Property is suitable for the purposes set forth in this License Agreement. Licensee is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Property prior to and subsequent to each use to determine the suitability of the Property for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, Licensee certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. Licensee shall take all reasonable measures to protect volunteers, staff, participants, spectators, visitors, guests, officials, etc, from known safety hazards or potential risks. Licensee shall promptly advise the School District of any known safety hazards or potential dangerous condition.
9. Licensee shall have the sole responsibility and authority for contracting with the Event vendors and exhibitors, and shall determine the fees to be charged to the Event vendors and exhibitors. School District reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event vendors and/or exhibitors prior to and during the Event with respect to their compliance with this Agreement.
10. Licensee shall require all Event vendors and exhibitors of the Event to comply with all applicable local, state, and federal laws, regulations and ordinances.
11. Licensee fully understands and agrees that the School District does not assume the care, custody, or control of any personal property or equipment brought upon the Property. Licensee is solely responsible for the care, custody, and control of any and all property or equipment brought onto the property.
12. Licensee fully understands and agrees that the School District does not assume any liability for property lost, damaged, or stolen on School District Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during Licensee's use of any School District property.

13. Licensee must provide copies of all necessary insurance certificates, and alcohol permits to the School District by July 14, 2017. Licensee acknowledges agrees, however, that no alcohol shall be sold on School District property.

## INSURANCE AND INDEMNIFICATION

Licensee shall obtain insurance of the types and in the amounts listed below. This insurance shall be primary insurance with respect to any other insurance or self-insurance afforded to the School District. Any insurance or self-insurance maintained by the School District shall be in excess of the Licensee's insurance and shall not contribute it.

### A. Commercial General, Liquor, and Umbrella Liability Insurance

#### Commercial General and Umbrella Liability Insurance

Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a CGL limit of not less than \$1,000,000 each occurrence, and an umbrella limit of \$5,000,000. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

School District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to School District.

If Licensee is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, **liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.**

### B. Business Auto and Umbrella Liability Insurance

If applicable, Licensee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

### C. Workers Compensation Insurance

If applicable, Licensee shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If School District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Licensee waives all rights against School District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Licensee's use of the premises.

**D. General Insurance Provisions**

**a. Evidence of Insurance**

Prior to using any School District facility, Licensee shall furnish School District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for advance written notice to School District prior to the cancellation or material change of any insurance referred to therein. Written notice to School District shall be by certified mail, return receipt requested.

Failure of School District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of School District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

School District shall have the right, but not the obligation, of prohibiting Licensee from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by School District.

Failure to maintain the required insurance may result in termination of this use agreement at School District's option.

Licensee shall provide certified copies of all insurance policies required above within 10 days of School District's written request for said copies, but in no event later than July 14, 2017.

**b. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the School District has the right to reject insurance written by an insurer it deems unacceptable.

**c. Cross-Liability Coverage**

If Licensee's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**d. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the School District. At the option of the School District, the Licensee may be asked to eliminate such deductibles or self-



insured retentions as respects the School District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

**e. Indemnification**

Licensee shall indemnify and hold harmless the School District and its officers, officials, employees, volunteers and agents from and against any and all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the use of the premises or of any business or activity thereon, or any work or thing whatsoever done, or condition created in or about the premises during the use; (ii) any act, omission, wrongful act or negligence of Licensee or any Licensee's contractors or subcontractors, or the directors, officers, agents, employees, volunteers, and invitees of Licensee or Licensee's contractors or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or at the premises, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Licensee shall similarly protect, indemnify and hold and save harmless the School District, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Licensee's breach of any of its obligations under or Licensee's default of any provision of the Contract.

**f. Vendors**

All event vendors shall be subject to all the requirements stated herein. Licensee agrees that it shall maintain, and it shall cause each of its vendors who will be participating in the Event to maintain general comprehensive liability insurance, naming the School District as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self-insurance afforded to the School District. Any insurance or self-insurance maintained by the School District shall be in excess of the Vendor's insurance and shall not contribute with it.

**14. EARLY TERMINATION**

School District reserves the right to alter the terms and conditions of the License or to terminate this License Agreement at any time and for any reason, including, but not limited to: the misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because Licensee has breached any of its obligations under this Agreement.

**15. NO THIRD PARTY BENEFICIARY**

This License 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.

**16. GOVERNING LAW**

In the event of a dispute between the Parties, the Parties hereby acknowledge that the laws of the State of Illinois shall govern the dispute. If either Party feels it is necessary to adjudicate any claim related to this agreement, the proper venue shall be a court located in Du Page County, Illinois.

**17. NON-ASSIGNMENT**

This agreement may not be assigned by either party unless consented to in writing by both parties.

**18. AMENDMENT**

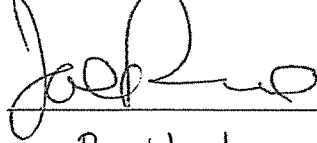
This agreement not be amended unless in writing and signed by both parties.

In witness whereof, the undersigned parties have hereunto executed or caused to be executed this contract as of the following date:

Wood Dale School District:

Wood Dale School District  
543 N. Wood Dale Road  
Wood Dale, IL 60191

By:



Its: President

Date:

4/26/17

City of Wood Dale:

City of Wood Dale  
404 North Wood Dale Road  
Wood Dale, IL 60191

By:

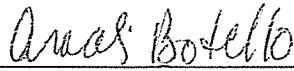


Its: MAYOR

Date:

5-22-17

By:

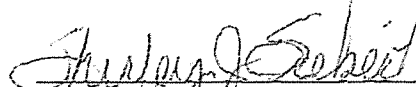


Its: Secretary

Date:

April 26, 2017

By:



Its: City Clerk

Date:

5-22-'17