

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE  
CITY OF JOLIET AND THE JOLIET PARK DISTRICT**

AGREEMENT made this \_\_\_\_\_ Day of \_\_\_\_\_, 2024 between the CITY OF JOLIET, an Illinois Municipal Corporation (hereinafter referred to as “City”), and the JOLIET PARK DISTRICT, a body politic and corporate (hereinafter referred to as “Park District”)

WITNESSETH

WHEREAS, the Illinois Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, City and the Park District are empowered to contract for the purposes set forth therein; and

WHEREAS, the Park District has determined that there presently exists a need for police and fire services at the "Taste of Joliet" event on June 21, 22, and 23, 2024 and the Park District is desirous of contracting with the City to obtain police and fire services in and for the Taste of Joliet, as set forth in this Agreement; and

WHEREAS, the City has agreed to provide police and fire services to the Park District for the 2024 Taste of Joliet for a discounted fee not charging the Park District for the first \$85,000.00 of extra duty police and fire services at the event; and

WHEREAS, it is the desire of the Park District to provide the City of Joliet with the benefits of Sponsorship recognition of the Park District's Taste of Joliet event.

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT IN CONSIDERATION OF THE MUTUAL COVENANTS AND STIPULATIONS SET FORTH HEREIN AGREE AS FOLLOWS:

**ARTICLE 1.** The Preamble to this Agreement and all Exhibits referred to in this Agreement or its Preamble be and are hereby incorporated herein as if fully set forth in this Article 1.

**ARTICLE 2:** The City shall provide public safety officers for June 21, 22, and 23, 2024. The Chiefs of Police and Fire or designee shall set the hours, time, and location of those police and fire services in consultation with the Executive Director and/or Deputy Director of the Park District.

**ARTICLE 3:** Police and Fire services include Safety and Security services as

discussed and agreed upon between the Joliet Police Department, Joliet Fire Department and Joliet Park District.

**ARTICLE 4:** The City shall bill the Park District for these services at the [Extra DUTY RATE]. Up to and including \$85,000.00 of the costs of providing the services described above will be provided free of charge to the Joliet Park District. All amounts above \$85,000.00 in costs of services for extra duty services will be billed to the Park District by August 31, 2024.

**ARTICLE 5:** The City shall remain, at all times, the sole employer of the City of Joliet police officers and firefighter/paramedics who are assigned to perform services with the Joliet Park District pursuant to this Agreement. The City of Joliet is insured for general liability and statutory workers' compensation. Police officers and firefighter/paramedics assigned to extra duty work are afforded worker's compensation coverage through the City of Joliet.

**ARTICLE 6:** In exchange for providing extra duty security at the Taste of Joliet for 2024, the Park District will provide the City with sponsorship rights which are:

- Logo on the following:
  - Signage at the event
  - Volunteer t-shirts
  - Taste of Joliet website
  - Joliet Park District website
  - Jumbotron at the event
  - Marketing materials (to include flyers, Herald News advertisement, etc.)
  - Thank you ad in the Joliet Park District program catalog

**ARTICLE 7:** The City agrees to indemnify and hold harmless the Joliet Park District and its agents and employees for all acts performed by the City of Joliet police officers and firefighter / paramedics while performing duties under this Agreement and for all judgments, settlements, claims, or costs of defense incurred by or asserted against the Park District and its agents and employees while performing duties under this Agreement.

**ARTICLE 8:** This instrument contains the entire Agreement between the parties and no statements, promises, or inducements made by either party or each of either party that is not contained in this written Agreement shall be valid or binding and this Agreement may not be enlarged, modified, or altered except in writing and signed by the parties hereto.

**ARTICLE 9:** It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

**ARTICLE 10:** It is understood and agreed by the parties hereto that if any part, term, or provision of this contract is by the courts held to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portion or provisions shall not be affected and the rights and obligations of the parties shall be enforced as if the Agreement did not contain the particular

part, term, or provision held to be invalid.

**ARTICLE 11:** The parties represent, warrant, and agree to and with each other that each has taken all necessary corporate and legal action to authorize the execution, delivery, and performance on their part of this Agreement, and the performance hereto by each will not be in contravention of any resolutions, ordinances, laws, contracts, or agreements to which it is a party or to which it is subject. The parties shall deliver to each other certified copies of all resolutions or ordinances authorizing the execution and performance of this Agreement.

**ARTICLE 12:** The failure of any party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver thereof in any instance, nor shall it be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

**ARTICLE 13:** No party to this Agreement shall be liable to another for failure, default or delay in performing any of its obligations hereunder, provided such failure, default or delay in performing any of its obligations specified herein is caused by strikes; by forces of nature; unavoidable accident; fire; acts of public enemy; or order of court. Should any of the foregoing occur, the parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement.

**IN WITNESS WHEREOF**, the parties have executed, or have caused their properly authorized representatives to duly execute, counterparts of this Agreement, on the date and year first above written.

**CITY OF JOLIET**  
a Municipal Corporation,

**JOLIET PARK DISTRICT**  
a body politic and corporate

BY: \_\_\_\_\_  
CITY MANAGER

BY: \_\_\_\_\_  
PRESIDENT

ATTEST \_\_\_\_\_  
CITY CLERK

ATTEST: \_\_\_\_\_  
SECRETARY