

DC-R-0001-24

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND THE WINFIELD PARK DISTRICT FOR USE OF A WINFIELD PARK DISTRICT
MINIBUS**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this 27th day of February, 2024, by and among the COUNTY OF DUPAGE, a body corporate and politic, (hereinafter referred to as "DuPage County" or "County"), and the Winfield Park District (herein after referred to as "District"), with DuPage County and Winfield Park District herein jointly referred to as the "Parties".

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and 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 ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, *et seq.*) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the County has engaged in extensive fact-finding steps in developing its Workforce Housing regulations and program, and

WHEREAS, the County seeks to arrange for the travel of certain staff to various sites around DuPage County to view and inspect existing and potential affordable and workforce housing sites,

WHEREAS, the Winfield Park District possesses a vehicle which can safely and comfortably transport staff to various locations around the County of DuPage.

NOW, Therefore be it resolved by the County of DuPage and the Trustees of the Winfield Park District as follows:

1. The Parties hereby find that all of the recitals hereinbefore stated as contained in the preamble to the resolution are full, true and correct and accurately represent the substantive covenant between the Parties.
2. The District agrees to provide, for the County's sole and exclusive use, on March 20, 2024 or any other future date mutually agreed upon by the Parties, one vehicle mutually acceptable to the Parties (one minibus capable of seating between 12-14 persons).
3. The County agrees to reimburse the District for gas expended in the vehicle during the period of the County's use. The County shall supply a designated staff member acceptable to the District to operate the vehicle.
4. The District agrees to provide a vehicle which meets the County's needs and which the County finds acceptable, free from known defects, properly registered, and in a safe and operable condition. The District shall provide sufficient training to the County's employee in the safe operation of the vehicle.
5. As to all liability, claims, suits, demands, proceedings and actions brought by a third party, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with this Agreement, the County shall indemnify and hold the District harmless, including the District's officials, officers and employees from and against, any liability or claims, unless the County can demonstrate that the subject of the claim or suit was caused by the District's negligence, recklessness or willful misconduct.

6. In the event that the District or County wish to terminate this Agreement, either party may do so upon written notice to the other party.
7. This Agreement shall not be assigned or transferred without the mutual written assent of the Parties.
8. This Agreement contains the entire agreement between the Parties and all prior discussions and negotiations associated herewith are merged herein. Any amendment to this Agreement shall be mutual and by written consent of both Parties.
9. Nothing in this Agreement shall be construed as a joint partnership with regards to the endeavors listed in this Agreement.

COUNTY OF DUPAGE

By: _____

Deborah Conroy, Chair
DuPage County Board

Attest: _____

Jean Kaczmarek
DuPage County Clerk

WINFIELD PARK DISTRICT

By: _____

Thomas C. Bower
Executive Director

Attest: _____

Christy Liszka
Business Manager down