RESOLUTION NO. 2011-R-14

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT
WITH CLARK COUNTY PARK DISTRICT

BE IT HEREBY RESOLVED By the City Council for the City of Marshall, Clark County, Illinois;

Section 1. That the City of Marshall shall enter into an Intergovernmental Agreement with the Clark County Park District in the form of Exhibit A attached hereto and made a part hereof.

Section 2. That the Mayor is hereby authorized and directed to sign the original Intergovernmental Agreement and any and all related documentation for implementation of the agreement between the City of Marshall and the Clark County Park District.

Dated Aug. 22, 2011.

Kenneth R. Smith
MAYOR

ATTEST:

CLERK

(SEAL)

CLARK COUNTY PARK DISTRICT/CITY OF MARSHALL, CLARK COUNTY INTERGOVERNMENTAL AGREEMENT for 2011

Now comes **CLARK COUNTY PARK DISTRICT** (hereinafter referred to as "Park District") by authority rendered by the Park Board of Commissioners and **CITY OF MARSHALL, CLARK COUNTY,** (hereinafter referred to as "City") by Authority rendered by City Council, and pursuant to authority granted to each of the Public agencies by the Intergovernmental Cooperation Act, 5 ILCS 220/3, and pursuant To Article VII, Section 10 of the Constitution of the State of Illinois, the parties **AGREE** As follows:

1. That Park District's powers, privileges and authority, as conveyed by statute, Include the provision; enhancement of recreational opportunities, and recreational Services for its territory, said territory includes the City of Marshall, Clark County, Illinois.

2. That City's powers, privileges and authority, as conveyed by statute, include operation, maintenance and recreational services of City Park facilities.

3. That in furtherance of each of their respective goals, Park District agrees to Provide funding to City in the sum of **EIGHTY-FIVE HUNDRED ($8,500.00) DOLLARS** for fiscal year 2011, for the following purposes:

   a. Operation, construction and maintenance of City Park facilities;
   b. Provide recreational opportunities through the Park located in the City's jurisdiction.
   c. A maximum amount of up to $400.00 of the $8,500.00 may be budgeted in the coming year for expenditures for a community band night.

4. That City shall keep books and records of all expenditures of the funds Provided herein and the funds shall only be used for the items authorized above. One (1) year from the date of this Agreement, City shall provide to Park District an accounting and copy of all expenditures made under the terms of this Agreement. In the event any funds utilized are found not to have been for the Purposes stated, said funds shall be reimbursed to the Park District.

5. That City appoints Jim White as contact administrator who shall act as agent for said City with regard to administration of this Agreement. City hereby warrants that the appointed individual is an officer, City council member, or other person authorized to vote on business of the City.

6. That Park District shall have the right to inspect, upon three (3) days' notice, all Books and records required under the terms of this Agreement.

7. That City hereby indemnifies and agrees to hold harmless Park District from any and all claims, damages, injunctive relief, or any other requests for relief, causes of action or any liability or alleged liability arising out of or claim to arise out of the use of the funding provided herein and the implementation of this contract. City agrees to pay or reimburse any and all attorney's fees and costs reasonably and necessarily incurred by the Park District in defense of any of the above items listed in this paragraph.

8. That the parties recognize and acknowledge that the Park District is not providing any employees for purposes of this Agreement. Any use by the City of the funds

EXHIBIT A

provided herein for payment of individuals, employees, subcontractors and any other services shall be the sole responsibility of the City. Use of any funds by City for personnel purposes does not and shall not create any employer/employee, contractor, subcontractor or any other employment relationship with the Park District and those individuals or entities. City shall be responsible for all employee or contractor related expenses, including, but not limited to, worker's compensation insurance, liability insurance and employment taxes.

9. A proposed budget for the use of funds shall be tendered by City and attached to this Agreement at the time of signing this Agreement.

10. That the parties recognize and acknowledge that this Agreement is the sole Agreement between the parties and no representation is made or implied for any Continuation of this Agreement or continuation of any funding after completion of this Agreement.

11. Each of the respective parties warrant and represent that they have the full Corporate authority to enter into this Agreement, and this Agreement shall be Binding on each parties' successors and assigns.

12. This Agreement is not assignable by the City. All reporting requirements and use of funds shall be under the control and direction of the City and no authority shall be delegated to any other individual or entity, except that individual listed in paragraph 5.

13. The parties recognize and acknowledge that in order for this Agreement to be In effect, the respective corporate authority must approve a valid Resolution And a copy of any Resolution shall be made a part of this Agreement.

14. In the event of default under the terms of this Agreement, the defaulting party shall pay reasonable attorney's fees and costs in enforcing the terms and Conditions of this Agreement of the non-defaulting party.

CLARK COUNTY PARK DISTRICT	**CITY OF MARSHALL**
By:_____ Signature	By: Kenneth R. Smith Signature
Printed Name:_____	Printed Name: Kenneth R. Smith
Title:_____	Title: Mayor
Date:_____	Date: 08-22-11