

**A RESOLUTION APPROVING AN  
INTERGOVERNMENTAL AGREEMENT  
WITH THE ARLINGTON HEIGHTS PARK DISTRICT**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: A certain Intergovernmental Agreement by and between the Village of Arlington Heights and the Arlington Heights Park District, related to an American Rescue Plan Act (ARPA) Grant, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village President is hereby authorized and directed to execute said Intergovernmental Agreement on behalf of the Village of Arlington Heights.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 7th day of February, 2022.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS AND THE ARLINGTON HEIGHTS  
PARK DISTRICT**

THIS AGREEMENT entered into by and between the Village of Arlington Heights, a municipal corporation of the County of Cook, State of Illinois ("Village") and the Arlington Heights Park District, a municipal corporation of the Counties of Cook and Lake, State of Illinois ("Park District");

WHEREAS, the boundaries of the Village and the Park District are nearly coterminous and the two entities attempt to keep them coterminous; and

WHEREAS, the parties have, in the past, undertaken numerous cooperative programs in reserving and obtaining open space land for recreation purposes at minimal or no cost and through the interchange of services and equipment to the benefit of the residents and taxpayers of the two parties; and

WHEREAS, this Agreement is authorized by the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois (5 ILCS 220/ 1 et seq.), which provides for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois,

NOW, THEREFORE, in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the Village and the Park District hereby agree as follows:

SECTION ONE: All matters set forth in the preamble of this Agreement are expressly made a part of this Agreement.

SECTION TWO: Concerning American rescue Plan Funds, the parties agree as follows:

- A. The Village agrees to provide the Park District a one-time payment of \$500,000 of the Village's allocation from the American Rescue Plan.
- B. The Park District agrees to spend the funds allocated from the American Rescue Plan in compliance with all applicable Federal regulations.
- C. The Park District agrees that its use of the funds will be subject to review by the Village's auditors.
- D. The Park District will indemnify, save, and hold harmless the Village, and its officers, agents and employees from any and all liability, losses or damages, including attorneys' fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims in any way resulting from or arising out of any wrongful or negligent act or omission from the operations of the Park District under this Agreement, including operations of subcontractors; and the Park District will, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom, or incurred in connection therewith; The Park District, however, shall not be required to indemnify, save, and hold harmless the Village for the negligent or willful acts or omissions of the

Village.

- E. The Village will indemnify, save, and hold harmless the Park District, and its officers, agents and employees from any and all liability, losses or damages, including attorneys' fees and costs of defense, the Park District may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims in any way resulting from or arising out of any wrongful or negligent act or omission from the operations of the Village under this Agreement, including operations of subcontractors; and the Village will, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom, or incurred in connection therewith; The Village, however, shall not be required to indemnify, save, and hold harmless the Park District for the negligent or willful acts or omissions of the Park District.

SECTION THREE: Concerning terms of the Agreement, the parties agree as follows:

- A. The waiver by either Party of any breach of any term, covenant, or condition shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition contained in this Agreement. None of the terms, covenants or conditions in this Agreement can be waived by either Party except by written agreement executed by authorized officials of both Parties.
- B. This agreement shall be governed and construed in accordance with the laws of the State of Illinois.

SECTION FOUR: All notices hereunder shall be in writing and must be served either personally or certified mail or similar service with proof of service to:

Village Manager  
Village of Arlington Heights  
33 South Arlington Heights Road  
Arlington Heights, IL 60005

Executive Director  
Arlington Heights Park District  
410 North Arlington Heights Road  
Arlington Heights, IL 60004

and any other person or place which either party, by its prior written notice to the other party, shall designate for notice.

SECTION FIVE: It is mutually understood and agreed that all agreements and covenants in this Agreement are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid provision were not contained in this Agreement.

SECTION SIX: Neither party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume and perform the duties of either party.

SECTION SEVEN: This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in the 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. This Agreement sets forth the entire understanding of the parties and may only be amended or modified by a written instrument signed by the Parties except as otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this 7th day of February, 2022.

Arlington Heights Park District

Village of Arlington Heights

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President

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Village President

Attest:

Attest:

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Secretary

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Village Clerk