

A RESOLUTION APPROVING AN AGREEMENT WITH THE
THE ARLINGTON HEIGHTS PARK DISTRICT AND THE
ARLINGTON HEIGHTS HISTORICAL MUSEUM

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

SECTION ONE: A certain Agreement by and between the Village of Arlington Heights, Arlington Heights Park District and Arlington Heights Historical Society, related to the operation and maintenance of the Historical Society properties, 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 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 6th day of June, 2022.

Village President

ATTEST:

Village Clerk

Historical Museum Agreement
Edited copy May 2022

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

WITNESSETH

WHEREAS, the boundaries of the Village are nearly coterminous with the Park District, and the Village and Park District attempt to keep the coterminous; and with nearly coterminous boundaries, the Village, and the Park District serve approximately the same taxpayers and citizens; and

WHEREAS, the Park District provides recreational facilities and programs for residents of the Village; and

WHEREAS, the Society, the U.S.C. 501(c)(3), owns, collects and oversees various items of historical significance; and

WHEREAS, the Village is owner of certain buildings in the Village of Arlington Heights, Cook County, Illinois, as described in Section 2.B; and

WHEREAS, the Park District and Society desire to use the buildings for operation as historical museums and attractions, and pursuant to 70 ILCS1290/1 et seq/ of the Illinois Statue, the Park District has the authority to levy taxes for museum purposes; and

WHEREAS, it is the purpose and intention of the parties to this Agreement to use the buildings described in Exhibit A for park and museum purposes, collection management purposes, programs and facilities; and

WHEREAS, the parties agree that the museum will be called the Arlington Heights Historical Museum; and

WHEREAS, the parties agree to establish a Museum Advisory Committee (MAC) which will meet a minimum of once each quarter, consisting of no more than 2 members from each partner agency. The role of the MAC shall be to coordinate strategic goals, long-range planning and governance to benefit the Historical Museum; and

WHEREAS, the parties agree to notify each partner agency of grant submittals to benefit the Historical Museum and its mission; and

WHEREAS, the parties agree the Museum will provide free tours to Illinois school children in grades K-12 when the school children are accompanied by a teacher and will offer a free admission option in accordance with the Illinois Park Code; and

WHEREAS, the parties agree that the mission of the Historical Museum is to search out, collect and preserve significant materials relating to the community and to study and share this history through educational and recreational activities that promote historical awareness and community pride,

NOW THEREFORE, it is expressly agreed that the parties acknowledge the sufficiency of the consideration and it is further agreed by and between the parties as follows:

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

SECTION TWO: The Village, in consideration for this Agreement, hereby agrees as follows:

- A. To cooperate with the Park District and Society in the operation of the Museum.
- B. To provide the following buildings to be used by the Park District and the Society for historical and educational purposes.

Muller House	500 N. Vail
Banta House and Garage	514 N. Vail
Coach House	108 W. Fremont
Two-flat	110 and 112 W. Fremont
Log Cabin	500 N. Vail

- C. To ensure adequate interior building conditions by providing heat, electricity, and water service.
- D. To provide routine and usual maintenance and repair to the buildings and grounds, including providing regular custodial work, except that the Village is not responsible for any maintenance or repair of any plantings or beds installed on behalf of the Society or the Park District. To maintain the monthly security services for the fire and burglar alarms located on the property and provide the repairs when needed.
- E. To the extent possible, to cooperate when scheduling maintenance and repairs so as not to interfere with Museum or Society operations and events.
- F. To provide for the protection of the buildings by maintaining comprehensive insurance that includes, but is not limited to, protection against theft, fire and injury.
- G. To indemnify and hold harmless the Park District and the Society, their agents, employees, officers, commissioners and trustees, from and against all claims, damages, losses, and expenses, including attorneys' fees and costs, arising out of or resulting from any negligent acts or omissions of the Village, its agents, employees, officers, commissioners and trustees, arising out of or relating to this agreement.

SECTION THREE: The Park District, in consideration for this Agreement, hereby agrees as follows:

- A. To cooperate with the Village and Society in the operation of the Museum.
- B. To annually levy an amount of funds as determined by the Park Board, in accordance with and not to exceed the limits set forth by State statute, a museum tax for the purpose of providing for the operation of a comprehensive historical and Museum program.
- C. To hire a Museum Administrator who will be responsible for the administration and daily operation of the Museum and other historical facilities. The Museum Administrator will oversee all museum staff and provide administrative and personnel support to Historical Society funded positions.
- D. To hire a Curator, as needed and necessary, pending the availability of financial funds. To assign the Museum Curator to manage the exhibit program, in collaboration with the

Society. The Curator shall report to the Museum Administrator and adhere to the Collections Policy.

E. To hire part time programming and instructional staff as needed and necessary, pending the availability of financial funds.

F. To provide staffing for the Heritage Gallery, pending the availability of personnel and/or fund.

G. To provide for the opening, closings, set-ups and take-downs of the facilities for Park District programs and rentals to 3rd parties.

H. To deposit all income from Museum special events coordinated by the Park District, and building rentals, in the Park District Museum Fund to be used to operate the Museum.

I. To comply with all applicable Village regulations, including the Zoning Ordinance, and all requirements for public hearings and plan review.

J. To prepare and distribute to the Village and Society an annual report on museum operations and to provide each party with a copy of the annual Park District audit, which includes the Museum operations.

K. To indemnify and hold harmless the Village and the Society, their agents, employees, officers, commissioners and trustees, from and against all claims, damages, losses, and expenses, including attorneys' fees and costs, arising out of or resulting from any negligent acts or omissions of the Park District, its agents, employees, officers, commissioners and trustees, arising out of or relating to this agreement.

SECTION FOUR: The Society, in consideration for this Agreement, hereby agrees as follows:

A. To cooperate with the Park District and Village in the operation of the Museum.

B. To provide its present and future collection of accessions for display and use in the Museum facilities.

C. To directly pay the costs listed in the Society's budget, including, but not limited to, the Society's employee(s), coordination and publication of the Dunton Post eNewsletter, postage, collection management and insurance.

D. To coordinate the Museum volunteer program, including recruitment and recognition of the volunteers, in cooperation with the Museum Administrator.

E. To comply with all applicable Village regulations, including Zoning Ordinance, follow Park District policies and procedures, and all requirements for public hearings and plan and review.

F. To provide funding for exhibits and exhibit furniture. For example, if the Society wishes to book an exhibit from an outside company/source, the costs associated with this exhibit would be funded by the Society.

G. To pay for the Facilities Attendant hourly costs associated with openings, closings, set-ups and take-downs of the facilities for Society programs and events, but not for regularly scheduled board meetings.

H. To fund all Shop operations and to operate the Heritage shop in accordance with all applicable federal, state and local laws and ordinances and generally accepted professional standards. Merchandise selection and financial operations of the shop shall be the responsibility of the Society. All income from the Shop operations shall belong to the Society.

I. To manage the membership program. All income from memberships shall belong to the Society.

J. Income from admissions (house tours), membership, Society events or fundraising shall belong to the Society.

K. To develop and implement a publication program to the extent possible with available funding.

L. To organize annual fundraising activities, to sponsor exhibits and to support projects identified by the Museum Advisory Committee when possible. Fundraising efforts may also be used to assist in the cost of building maintenance and repair for the purpose of keeping the buildings historically accurate or to enhance collections and access to them.

M. To comply with all applicable statutes, rules and regulations necessary to maintain the Society's status as a tax exempt organization pursuant to 26 U.S.C. 501(c)(3).

N. To indemnify and hold harmless the Village and the Park District, their agents, employees, officers, commissioners and trustees, from and against all claims, damages, losses, and expenses, including attorneys' fees and costs, arising out of or resulting from any negligent acts or omissions of the Society, its agents, employees, officers, commissioners and trustees, arising out of or relating to this agreement.

SECTION FIVE: The parties agree to cooperate in keeping the buildings historically accurate in accordance with the standards set forth in the Secretary of Interior's Standards for the treatment of Historic Properties to the extent possible and within the constraints of available funding.

SECTION SIX: The fiscal year of the Historical Museum shall be May 1st to April 30th each year. To note, the fiscal year of the Village of Arlington Heights is January 1st to December 31st each year. The fiscal year of the Arlington Heights Park District and the Historical Society is May 1st to April 30th each year.

SECTION SEVEN: This agreement shall take effect DATE and run through DATE. The agreement shall automatically renew from year to year, effective May 1, unless one or more parties give notice to all other parties, in writing, of their desire to terminate the Agreement at least sixty (60) days prior to the end of the initial term or any renewal term. Any party may terminate the Agreement during the initial term of the Agreement by written notice to the other parties, not less than 180 days prior to the effective date of termination.

SECTION EIGHT: If any party wishes to amend the Agreement, the party shall give written notice to all other parties and all parties shall cooperate to schedule a meeting within sixty (60) days of receiving such notice and shall cooperate and consider, in good faith, any proposed amendment to the Agreement. The Agreement may only be amended by unanimous consent of all parties.

SECTION NINE: Although the Park District is responsible for operation and programming at the Museum and other properties used for historical purposes covered by this Agreement, the Village and the Society shall have the right to notify the Park District of dates and events the parties wish to schedule. Scheduling shall be done on a first come first served basis and as long as the event does not conflict with any event previously scheduled, the other party's event shall be permitted to proceed, in cooperation with the Museum Administrator.

SECTION TEN: The Agreement shall be binding upon and inure to the benefit of any successor governmental entity which may assume and perform the duties of any party.

SECTION ELEVEN: The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or modified by the court.

SECTION TWELVE: The 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. It is understood that the partner agencies may enter into separate agreements between partner agencies which may be included as exhibits to this agreement.

SECTION THIRTEEN: The Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FOURTEEN: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Date: June 6, 2022

ARLINGTON HEIGHTS PARK DISTRICT

VILLAGE OF ARLINGTON HEIGHTS

Board of Commissioners President

Village President

ATTEST:

ATTEST:

Secretary

Village Clerk

ARLINGTON HEIGHTS HISTORICAL SOCIETY

President

ATTEST:

Secretary