

**INTERGOVERNMENTAL AGREEMENT  
FOR USE OF THE ARLINGTON HEIGHTS' SENIOR CENTER**

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 municipalities attempt to keep them coterminous; and

WHEREAS, the Park District provides recreation facilities and programs for senior citizens of the Village; 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, the Village is the owner of a building used as a Senior Center ("Senior Center") located at 1801 West Central Road in the Village of Arlington Heights, Cook County, Illinois; and

WHEREAS, on August 4, 1997, the Village and the Park District entered into an Intergovernmental Agreement ("Agreement") governing the construction and usage of the Senior Center; and

WHEREAS, pursuant to that Agreement, the Park District has been using space in the Senior Center for senior recreational activities; and

WHEREAS, the Park District's use of a portion of the Senior Center for senior recreational activities is an integral part of a well-rounded senior center; 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 facility usage, the Parties agree as follows:

- A. The Village agrees to allow the Park District to conduct recreational programs that the Park District, in its sole discretion, deems to be appropriate, practical, and economically feasible in and about the property, as long as such programs are in accordance with regulations for use of the building. The Park District shall be allowed to conduct its recreational activities in the space designated for Park District use [i.e. the arts and crafts studio, Arlington Athletic Club, Dance & Fitness

Studio (Fitness A and Fitness B), wood shop, Park District office, and gift store space] at any time and in non-Park District space when that space is not in use by the Village or any of the other agencies in the Senior Center. Requests for use of non-Park District space shall be submitted to the Senior Center Manager for approval. The Park District and its patrons shall also be entitled to reasonable means of ingress and egress to and from these facilities and to the use of the Senior Center parking lot during those times when activities are being conducted.

- B. To facilitate the scheduling of the use of the Senior Center, representatives from the Village and the Park District will meet annually to develop a scheduling calendar for use of the Senior Center by the Park District, maintenance and special custodial cleaning to occur during each calendar year. The Park District will provide the Senior Center Manager its schedule of programs to be held at the Senior Center as soon as that schedule is developed. This schedule will include all activities that are held at the Senior Center or leave from the Senior Center. The Village shall use its best efforts to schedule all maintenance and custodial work, with the exception of emergencies, so as to minimize any conflict with services and programs.
- C. By entering into this Intergovernmental Agreement, the Park District agrees that all residents of the Village shall be considered residents of the Park District when registering for Park District programs conducted solely or primarily at the Senior Center, so the Village's residents may make maximum use of the services intended to be provided by this Intergovernmental Agreement.
- D. By executing this Intergovernmental Agreement and accepting its benefits, the Park District agrees that it shall use the Senior Center primarily for those senior recreation activities which it properly and lawfully is authorized to sponsor or otherwise participate in.
- E. The Park District agrees that it will operate its programs in substantial compliance with the rules and regulations for operation of the Arlington Heights Senior Center as established by the Village and with all other applicable laws and regulations.

SECTION THREE: Concerning operational costs, the Parties agree as follows:

- A. In return for the Park District's financial participation, the Village agrees to provide, at its cost, reasonably required garbage removal, water, heating and electrical services during the term of this Agreement.
- B. The Village agrees to provide, at its cost, reasonably required custodial services for the Park District space with a quality of maintenance equal to ongoing custodial services provided in the rest of the Senior Center. It will be the responsibility of the Park District personnel to leave the Senior Center facilities in similar condition as the rest of the Senior Center, following the conclusion of Park District programs. Should the Park District fail to meet this standard which causes the Village to incur additional expenses above and beyond routine custodial costs, the Park District agrees to promptly reimburse the Village for these added expenses. For purposes of this Agreement, direct costs of custodial services shall include the hourly salary or wages paid to the custodians in question, plus all employment insurance, worker's compensation insurance, health insurance, life insurance, Illinois Municipal Retirement Fund contributions

and other costs directly attributable to such custodial personnel.

- C. The Village will provide the Park District with keys to the Senior Center to allow the Park District access to the Senior Center without the need of having a custodian or other Village personnel present. In these instances, Park District staff will assume responsibility for securing the building properly upon leaving.
- D. To advise all Park District management staff assigned to the Senior Center as to the existence of this Agreement, outlining common areas of interest, such as hours of operation, security, and volunteer coordination as well as any other areas deemed appropriate by the Park District supervisor.
- E. The parties understand and agree that, during the duration of this Intergovernmental Agreement, it will become necessary for the Village to make repairs and replace standard fixtures, furnishings and improvements to the Senior Center. The parties agree that the Village shall be responsible for and pay for such repairs and replacements which occur through normal use; provided, however, that the Park District shall be responsible for and pay for repair and replacement of specialized furnishings owned by the Park District (e.g. custom floor) and Park District owned recreational equipment. If damage to the standard furnishings, fixtures, and other improvements to the Senior Center are the direct result of Park District activity other than normal wear and tear, the Park District agrees that it shall promptly reimburse the Village for its direct cost of necessary repairs or replacements to the standard furnishings, fixtures, and other improvements. Any request for reimbursement by the Village in this regard shall include a complete itemization of all damages sustained and costs incurred to repair or replace the standard furnishings, fixtures, and other improvements, including statements and/ or bills for materials and services.
- F. The Park District agrees to provide, at its cost, personnel which it (in the sole discretion of the Park District) believes to be sufficient and necessary to properly schedule and supervise Park District activities at the Senior Center in accordance with the terms and conditions of this Agreement.
- G. The Park District agrees to provide either proof of self-insurance coverage, membership in an intergovernmental risk management pool, or one copy of a Certificate of Insurance issued by an insurance carrier having at least an "A-" rating as defined in Best's Key Rating Guide for coverages required, with the Village named as an additional insured.

The Village requires a copy of a Certificate of Insurance or Certificate of Coverage reflecting the insurance coverage required by this paragraph. The policy will provide, in the event the insurance should be changed or canceled, that 60 days' written notice shall be given to the Village. Such notice will be mailed to the Village in care of the Arlington Heights Finance Director, 33 S. Arlington Heights Road, Arlington Heights, Illinois, 60005.

Types and amount of insurance protection or coverage required:

1. Workers' Compensation and Workers' Occupational Disease. Workers' compensation limits of coverage will be as required by law in the State of Illinois. This will include coverage for all persons whom the Party may employ directly or through Subcontractors in carrying out the work under this contract.

2. Employer's Liability will be \$1, 000,000.

3. Comprehensive General Liability for Bodily Injury and Property Damage (occurrence form) including General Coverage, Broad Form Property Damage. Contractual Liability assumed in the Agreement and Personal Injury Liability will be no less than \$ 3,000,000.

4. Comprehensive Automobile Liability for bodily injury and property damage arising out of owned, non-owned and hired vehicles. A combined single limit of \$1,000, 000 per occurrence is required.

The Park District will retain the responsibility for loss or damage of their own or rented property or property of their employees of whatever kind or nature.

- H. In the event of accidents of any kind that involve the general public and/or private or public property, the Park District will immediately, or as soon as practicable, notify the Senior Center Manager, and, within two business days subsequent to notice of the accident, will provide a full accounting of all details of the accident. The Park District will furnish the Village with copies of all non-privileged reports of accidents at the same time that the reports are forwarded to any other interested parties.
- I. 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.
- J. 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.
- K. The Park District shall be permitted, at its expense, to make additional "soft" improvements for program use and do additional interior decoration of its designated space after the Village has reviewed and approved the plan submitted by the Park District. The Village will not unreasonably withhold its approval.
- L. To pay the Village within 30 days of receipt of an invoice for telephone service

used by the Park District.

- M. The Village agrees that it shall maintain and keep the lawn, parking areas, and sidewalks in good order and repair in a clean, safe, and usable condition, reasonably clear of ice, snow, and debris.

SECTION FOUR: Concerning term of the Agreement, the parties agree as follows:

- A. The term of this Agreement shall be for a period of 20 years from the date this Agreement has been completely executed. This Agreement shall be renewed automatically for subsequent 20 year periods unless either party notifies the other in writing of a desire to terminate.
- B. The Village shall have the right to terminate this Agreement in the event the Village decides the Senior Center is rendered untenable by fire or other casualty or decides to no longer operate the facility as a Senior Center. As the Park District prepaid its share of a custodial and maintenance fees when the original agreement was adopted in 1997, under such circumstances, the Village shall pay to the Park District the unused prepaid custodial and maintenance fee at the rate of \$17,000 per year for the number of years remaining until December 31, 2038.
- C. Each party shall have the right to terminate this Agreement in the case of a breach of a significant material provision of the Agreement by the other party. However, the Agreement may only be terminated by the non-breaching party if the breaching party fails to cure the breach within 120 days of receipt of a written notice of the specific nature of the breach being asserted by the non-breaching party. In such case, the Agreement shall terminate 130 days after receipt of the notice of breach.

If the Agreement is terminated for cause by the Village, the Park District shall vacate the premises on or before the date of termination and shall not be entitled to repayment of any of the Contract Amount. If the Agreement is terminated for cause by the Park District, the Park District shall vacate the premises on or before the date of termination and shall be entitled to payment by the Village, within 60 days of termination, of the unused prepaid custodial and maintenance fee at the rate of \$17,000 per year for the number of years remaining until December 31, 2038.

- D. 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.
- E. This agreement shall be governed and construed in accordance with the laws of the State of Illinois.

SECTION FIVE: 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 SIX: 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 SEVEN: 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 EIGHT: 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 \_\_\_ day of \_\_\_\_\_ 2017.

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