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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2016-016**

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**A RESOLUTION APPROVING INTERGOVERNMENTAL  
AGREEMENT FOR THE JOINT USE OF THE JOHN D. RITA  
RECREATION CENTER AND THE CARLEE JACKSON, JR. GYM  
AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

**1st Ward TOM HAWLEY  
2nd Ward LETICIA VIEYRA  
3rd Ward NANCY RITA  
4th Ward CANDACE CARR  
5th Ward JANICE OSTLING  
6th Ward DEXTER JOHNSON  
7th Ward NANCY THOMPSON**

**GEORGE POULOS  
FRED BILOTTO  
KEVIN DONAHUE  
ALECIA SLATTERY  
KENNETH PITTMAN  
JAIRO FRAUSTO  
JAMES JOHANSON**

**Aldermen**

## **RESOLUTION NO. 2016-016**

### **A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT FOR THE JOINT USE OF THE JOHN D. RITA RECREATION CENTER AND THE CARLEE JACKSON, JR. GYM AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS**

Whereas, the City intends to engage in a partnership with the Blue Island Park District (“District”) for the joint-use of the John D. Rita Recreation Center (“Center”) and the Carlee Jackson, Jr. Gym;

Whereas, through this partnership the District agrees to have an adult park district representative in attendance for security and supervision whenever the Center is open to the public for City events;

Whereas, through this partnership the District agrees to be responsible for maintenance of the grass cutting and lawn and vegetation maintenance;

Whereas, in exchange for the District providing staff to the Center when it is open for City events and maintenance of the grass, the District has a license to use the premises for District sponsored programs;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

#### **SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED**

The intergovernmental agreement relating to the joint-use of the John D. Rita Recreation Center by the Blue Island Park District and the City of Blue Island, shall substantially conform to the terms as set forth in Exhibit A and as approved by legal counsel.

#### **SECTION 2: AUTHORIZATION**

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers,

employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

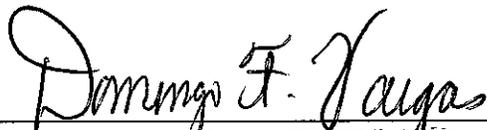
**SECTION 3: EFFECTIVE DATE**

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 24<sup>th</sup> day of May, 2016, pursuant to a roll call as follows:

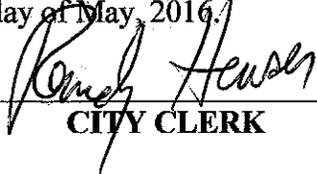
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman HAWLEY			X		
Alderman POULOS	X				
Alderman VIEYRA	X				
Alderman BILOTTO	X				
Alderman RITA	X				
Alderman DONAHUE			X		
Alderman CARR	X				
Alderman SLATTERY			X		
Alderman OSTLING	X				
Alderman PITTMAN	X				
Alderman JOHNSON			X		
Alderman FRAUSTO	X				
Alderman THOMPSON			X		
Alderman JOHANSON			X		
Mayor DOMINGO F. VARGAS					
<b>TOTAL</b>	8		6		

APPROVED: this 24<sup>th</sup> day of May, 2016.



**MAYOR OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and Filed in my office this  
24<sup>th</sup> day of May, 2016.



**CITY CLERK**

**INTERGOVERNMENTAL AGREEMENT FOR THE JOINT USE OF THE JOHN D. RITA RECREATION CENTER AND THE CARLEE JACKSON, JR. GYM, LOCATED IN THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS**

This Agreement is entered into between the City of Blue Island, Cook County, Illinois (the "City") and the Blue Island Park District, Cook County, Illinois (the "District"), in the exercise of their intergovernmental cooperation powers under the Illinois Constitution and the Illinois Governmental Cooperation Act and their respective authorities under the Municipal Code and Park District Code. The corporate authorities of both parties have approved this Agreement and adopted it in the manner required by law.

WHEREAS, Section 5 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220) provides that any one or more units of local government may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

WHEREAS, the City desires to allow the use of the John D. Rita Recreational Center and Carlee Jackson, Jr., Gym (the "Center") for the educational, recreational and social purposes for the residents of the District and the City;

WHEREAS, the City has determined that the Center will not be needed by the City for city purposes at the times the Center is made available to the District under this Agreement;

WHEREAS, the parties deem it to be in their respective best interests, and in the best interests of the youth and residents of the City and District to enter into an agreement concerning the use and maintenance of the Center;

WHEREAS, the program opportunities enabled through the cooperation of the District and City provide access to residents who may have otherwise had no access or limited access to certain recreational, educational or social opportunities.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION ONE: SCHEDULING OF USES AND HOURS OF OPERATION**

- 1.1 Subject to the conditions set forth herein, the City shall make the Center available for use by the District during the times when there are no conflicting City sponsored events or activities.
- 1.2 The Supervisor of Recreation and the Director of the Park District, or their respective designees, shall jointly establish schedules for the areas, days, activities and hours of use for the Center. This shall be done at least annually to facilitate the community programs of the District and desires of the City. The Supervisor and Director, or designees, shall meet and confer as necessary to establish and adjust the schedules and programs.
- 1.3 The City activities shall have priority over District activities in both the scheduling and use of the Center.
- 1.4 District activities shall have priority over other activities not sponsored by the City. For activities of other local units of government which have entered into similar agreements with the City for the use of the Center, priority scheduling may be given based upon the size of the program, availability of space, and time of request.
- 1.5 The parties shall notify one another immediately upon first learning of circumstances which require scheduling changes and shall take all reasonable steps to avoid conflicts.

1.6 Hours of operation shall be set by the City with input from the District.

**SECTION TWO: CITY AND DISTRICT RESPONSIBILITIES**

2.1 The District shall:

- i. Cooperate in the scheduling of district activities with the City and others seeking use of the Center.
- ii. At all times have an adult park district representative in attendance for security and supervision whenever any portion of the Center is open to the public or otherwise being occupied by residents during operational hours.
- iii. Not use or permit use of the Center for purposes inconsistent with this Agreement or that would foreseeably cause unreasonable damage to the Center, excluding normal wear and tear.
- iv. Make timely repairs, at its expense, of any damage to the Center facility arising from the District's use of the facility, excluding normal wear and tear. If repairs are not made within 45 days after the damage, the City shall provide a written notification of repairs needed and allow the District an additional 30 days to make such repairs. If repairs are not made within 30 days after receipt of the notice, unless otherwise agreed by the parties, the City may have the repairs made and bill the District for the cost of repairs.
- v. Maintain and repair any equipment it stores or uses at the Center, at its expense, and abide by reasonable conditions set by the Supervisor of Recreation for the storage of such equipment.

- vi. After each use of the Center, remove or store District portable equipment, restore the area used to its condition prior to usage, lock all doors and points of entry to the building, turn off lights, and otherwise secure the building upon departure.
- vii. Not use or permit use of any City equipment, without prior approval, and in the event such equipment is lost, stolen or damaged as a result of the District's use, replace it or reimburse the City for the costs of replacement.
- viii. Be responsible for maintenance of the grass cutting and lawn and vegetation maintenance for the duration of this agreement.
- ix. Comply with applicable federal, state and local laws relating to the use of the Center.
- x. Ensure waivers of liability and assumption of risk are obtained and maintained for the benefit of the City from all program participants or persons using the facility.
- xi. Conduct background investigations of all District employees, volunteers or others who will interact with children as required by Illinois law and refrain from allowing employees or volunteers to work or volunteer in its programs whose background check reveals items that would prohibit them from working with children under applicable Illinois law or reveals other criminal convictions which call into question such individual's fitness to work with children.

## 2.2 The City shall

- i. Not use or permit use of any District equipment, without prior approval, and in the event such equipment is lost, stolen or damaged as a result of the City's use, replace it or reimburse the District for the costs of replacement.

- ii. In the event of termination or expiration of this Agreement, permit the District to remove from the Center any District equipment located on the premises.
- iii. Perform general and routine maintenance for normal wear and tear on the inside and outside of the facility and premises.
- iv. Be responsible for the provision of custodial services inside the facility and provision of snow removal services.
- v. Conduct background investigations of all City employees, volunteers or others who will interact with children as required by Illinois law and refrain from allowing employees or volunteers to work or volunteer in its programs whose background check reveals items that would prohibit them from working with children under applicable Illinois law or reveals other criminal convictions which call into question such individual's fitness to work with children.

### **SECTION THREE: INDEMNIFICATION**

- 3.1 The District shall indemnify and hold harmless the City, its officials, employees and agents for any costs, claims, actions or causes of actions, including reasonable attorneys' fees, which may arise from the District's use of the Center or from the District's obligations under this Agreement.
- 3.2 The City shall indemnify and hold harmless the District, its members, officials, employees and agents for any costs, claims, actions or causes of actions, including reasonable attorneys' fees, which may arise from the City's use of the Center or from the City's obligations under this Agreement.

## **SECTION FOUR: INSURANCE**

- 4.1 The District shall procure and maintain, at its sole cost and expense, policies of insurance in amounts agreed upon by the parties, including but not limited to, comprehensive, personal injury, property damage, workers' compensation, automobile liability, and if applicable, professional liability or errors and omissions coverage. The obligations of this paragraph may be satisfied by the District's membership in a self-insurance pool, a self-insurance plan or by policies of insurance written by a responsible insurance company licensed to do business in Illinois.
- 4.2 The City, its officials, employees and agents shall be named as additional insureds under such policies maintained by the District.
- 4.3 Certificates of insurance evidencing the existence of policies in compliance with this section shall be delivered to the Mayor within 30 days of execution of this Agreement. Said policies shall contain a provision that at least 30 days prior to termination, non-renewal or modification thereof, each party shall receive written notice of the termination, non-renewal or modification.
- 4.4 The parties shall meet and confer each year on or about the anniversary date of this Agreement to determine the amount of insurance the District shall carry. In the event the parties do not reach an agreement as to the proper amount of insurance within 30 days of meeting, the minimum policy shall be for \$1,000,000 per occurrence for bodily injury and \$250,000 per occurrence for property damage and all other claims.
- 4.5 The City affirms that it has obtained insurance covering the Center and its operations in amounts similar or greater than that required of the District. The District, its officials,

employees and agents shall be named as additional insureds under such policies maintained by the City.

#### **SECTION FIVE: TERM OF AGREEMENT**

- 5.1 The term of this Agreement shall be for a period commencing on June 1, 2016 and continue thereafter until May 31, 2020, unless terminated prior to that date as provided herein. This Agreement shall automatically renew for one (1) year periods subsequent to the expiration of the initial term unless cancelled by either party pursuant to Section 5.2.
- 5.2 Each party reserves the right to terminate this Agreement at any time and for any reason upon 120 days written notice to the other party.
- 5.3 Termination of this Agreement shall not alleviate any responsibility to pay or make repairs or indemnify the other party for claims arising from incidents occurring during the term of the Agreement.
- 5.4 At the termination of this Agreement, the District shall leave the Center in substantially the same condition as in existence at the time of the execution of this Agreement, normal wear and tear attributable to the District excluded. To the extent that the District does not meet this obligation, the City may seek reimbursement for expenses incurred for any work necessary to restore the Center to substantially the same condition as in the existence at the time of execution of the Agreement.

#### **SECTION SIX: MISCELLANEOUS PROVISIONS**

- 6.1 This Agreement shall commence in full force and effect upon approval by both of the parties in the manner provided by law and upon proper execution hereof or the commencement date of this Agreement stated in paragraph 5.1, whichever is later.

- 6.2 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties as if they were parties to this Agreement. However, neither party shall have the right to assign this Agreement without prior written consent of the other party.
- 6.3 The invalidity of any provision of this Agreement shall not render invalid any other provision herein. If for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and this Agreement shall remain in full force and effect.
- 6.4 The failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, and conditions contained herein, shall not constitute or be construed as a waiver or relinquishment of any party's rights to enforce any such term, covenant or condition.
- 6.5 The waiver by either party of a breach of any term, covenant or conditions shall not be deemed a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein.
- 6.6 All notices required hereunder shall be in writing and shall be served personally or by registered or certified mail, with return receipt requested, upon the other party's Director or Mayor at the party's principal administrative offices. However, notices regarding scheduling adjustments may be made by telephone to the Director and Supervisor of Recreation.
- 6.7 This Agreement contains the entire agreement of the parties and shall supersede any prior written or oral agreements or understandings. This Agreement may only be modified, altered or amended upon written consent and agreement of both parties hereto by the corporate authorities and by a method of adoption required by law.

- 6.8 This Agreement shall be governed, interpreted and construed according to the laws of Illinois.
- 6.9 This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

[INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS]

INTERGOVERNMENTAL AGREEMENT FOR THE JOINT USE OF THE JOHN D. RITA RECREATION CENTER AND THE CARLEE JACKSON, JR. GYM. LOCATED IN THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS

FOR THE CITY:

Domingo F. Vazquez 5/24/16  
Mayor Date

Randy Hansen 5/24/16  
Clerk Date

FOR THE PARK DISTRICT:

\_\_\_\_\_  
\_\_\_\_\_  
Title Date

\_\_\_\_\_  
\_\_\_\_\_  
Title Date