

RESOLUTION NO. R-2022-10

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT
CONCERNING THE MANAGEMENT, OPERATION, MAINTENANCE AND USE OF
THE 200 SOUTH 5TH AVENUE BUILDING AND 1100 SOUTH 11TH AVENUE BUILDING
AND PORTIONS OF MAYWOOD PARK**

WHEREAS, the Corporate Authorities of the Village of Maywood (the "Village") desire to enter into an Intergovernmental Agreement with the Maywood Park District ("Park District") concerning the management, operation, maintenance and use of the Village-owned 200 South 5th Avenue Building, the Village-owned 1100 South 11th Avenue Building and portions of the Village-owned Maywood Park (the "Intergovernmental Agreement"), said Intergovernmental Agreement being attached hereto as **Exhibit "1"** and made a part hereof; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Village and the Park District are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/; and

WHEREAS, the Village has traditionally provided, within its corporate boundaries, a wide range of recreational services for the citizens of the Village of Maywood, including the provision of and maintenance of certain parks and recreational facilities, and the offering of certain recreation programs; and

WHEREAS, the Park District has traditionally provided, within its corporate boundaries, a wide range of recreational services for the residents within its jurisdictional boundaries, including the provision and maintenance of certain parks and recreational facilities, and the offering of certain recreation programs (collectively the "Park District Recreation Services"); and

WHEREAS, the Village and the Park District desire to enter into an intergovernmental agreement entitled "INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT CONCERNING THE MANAGEMENT, OPERATION, MAINTENANCE AND USE OF THE 200 SOUTH 5TH AVENUE BUILDING AND 1100 SOUTH 11TH AVENUE BUILDING AND PORTIONS OF MAYWOOD PARK" ("Intergovernmental Agreement"), a copy of which is attached hereto as **Exhibit "1"** and made a part hereof, for the purpose of allowing the Park District to provide Park District Recreation Services within the Village-owned 200 South 5th Avenue Building, the Village-owned 1100 South 11th Avenue

Building and portions of the Village-owned Maywood Park, and to have the Park District provide certain management, operation and maintenance services regarding the Village-owned 200 South 5th Avenue Building, the Village-owned 1100 South 11th Avenue Building and portions of the Village-owned Maywood Park; and

WHEREAS, the Corporate Authorities of the Village, a home rule Illinois municipal corporation, have the authority to enter into the attached Intergovernmental Agreement pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act (5 ILCS 220/), and find that entering into the Intergovernmental Agreement is in the best interests of the Village, its residents, property owners, businesses and the public.

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS, PURSUANT TO ITS HOME RULE POWERS AS PROVIDED BY ARTICLE VII, SECTIONS 6 AND 10(a) OF THE ILLINOIS CONSTITUTION OF 1970, AND THE INTERGOVERNMENTAL COOPERATION ACT (5 ILCS 220/) AS FOLLOWS:

SECTION 1: The Corporate Authorities of the Village of Maywood authorize the approval and execution of the attached Intergovernmental Agreement (**Exhibit "1"**) for the purposes set forth in the Intergovernmental Agreement, and approve the appropriation and expenditure of General Corporate Funds necessary to pay for the Village's obligations under the Intergovernmental Agreement. Further, the Corporate Authorities of the Village of Maywood authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Intergovernmental Agreement, which may contain non-substantive and non-financial modifications, provided that the modifications are approved by the Village Attorney, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Intergovernmental Agreement. The Corporate Authorities of the Village further authorize and direct the Village Manager, the Village Engineer and the Village Attorney, or their designees, to take all necessary actions to comply with the Village's obligations under the Intergovernmental Agreement.

SECTION 2: The Village Clerk, or his/her designee, shall transmit a certified copy of this Resolution and an executed copy of the final version of the Intergovernmental Agreement to the Park District for its record retention purposes.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

ADOPTED this 15th day of February, 2022, pursuant to a roll call vote as follows:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford and A. Peppers

NAYS: Trustee I. Brandon

ABSENT: None

APPROVED this 15th day of February, 2022, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Nathaniel George Booker
Village President

ATTEST:

Dwaine Dianne Williams, Village Clerk

EXHIBIT "1"

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT
CONCERNING THE MANAGEMENT, OPERATION, MAINTENANCE AND USE OF
THE 200 SOUTH 5TH AVENUE BUILDING AND 1100 SOUTH 11TH AVENUE BUILDING
AND PORTIONS OF MAYWOOD PARK**

(attached)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT
CONCERNING THE MANAGEMENT, OPERATION, MAINTENANCE AND USE
OF THE 200 SOUTH 5TH AVENUE AND 1100 SOUTH 11TH AVENUE BUILDINGS
AND PORTIONS OF MAYWOOD PARK**

This **INTERGOVERNMENTAL USE AGREEMENT** (“Agreement”) is made and entered into this ____ day of _____, 2022, by and between the VILLAGE OF MAYWOOD (“Village”), an Illinois municipal corporation, and the MAYWOOD PARK DISTRICT, an Illinois body corporate and politic (“Park District”).

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize units of local government to contract or otherwise associate among themselves to obtain or share services, and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Village and the Park District are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Village currently owns, manages, operates and maintains a building commonly known as the 200 South 5th Avenue Building, related facilities within the building, and land underlying the building (collectively, the “200 Building”), on property commonly known as 200 South 5th Avenue, and legally described in **Exhibit “A”** attached hereto and made a part hereof; and

WHEREAS, the Village currently owns, manages, operates and maintains a building commonly known as the 1100 South 11th Avenue Building, related facilities within the building, and land underlying the building (collectively, the “1100 Building,” and collectively with the 200 Building, “the Buildings”), on property commonly known as 1100 South 11th Avenue, and legally described in **Exhibit “B”** attached hereto and made a part hereof; and

WHEREAS, the Village currently owns, manages, operates and maintains a public park commonly known as Maywood Park (the “Park”), along with related facilities within the Park, including two (2) baseball fields, a playground and playground equipment, and a basketball court, on property commonly known as Maywood Park and generally bounded on the east by 1st Avenue, on the west by 4th Avenue, on the south by Oak Street and on the north by St. Charles Road and Railroad Avenue (Train Tracks), as shown in **Exhibit “C”** attached hereto and made a part hereof. For purposes of this Agreement, the following areas of the Park are specifically excluded from the definition of Maywood Park, as used herein, and shall remain under the exclusive jurisdiction and control of the Village:

- The portion of the Park immediately adjacent to the intersection of 1st Avenue and Oak Street known as Veteran’s Park;
- The Fred Hampton Family Aquatic Center;
- The Police Station Facility and Village Municipal Facilities located at 125 South 5th Avenue;
- All vehicle parking located on the north side of Oak Street and west of the public sidewalk running from Oak Street to the Fred Hampton Family Aquatic Center; and

- All vehicle parking located in the parking lot between the Library and the Police Station Facility and all land west of the public sidewalk on the west side of the Gazebo, north of Oak Street and south of the Police Department/Library parking lot.

The portions of the Park subject to this Agreement, and the portions of the Park specifically excluded from the definition of Park in this Agreement are shown on Exhibit "C"; and

WHEREAS, the Park District provides recreational, educational and cultural programming throughout the Village of Maywood; and

WHEREAS, the Village and Park District find that it is necessary and desirable and in the best interests of the Village and Park District and their respective residents and patrons, to enter into this Agreement for the management, operation, maintenance and use of the Buildings and Park, so that the Buildings and Park, and the recreational and other facilities on the interior of the Building and within the Park (collectively, the "Facilities"), may be managed, operated, maintained and used by the Park District for the provision of recreational, educational and cultural programming offered through the Park District, during the term of this Agreement, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **INCORPORATION OF PREAMBLES**: Each of the whereas paragraphs contained in the Recitals section above are incorporated herein and made a part of this Agreement.
2. **PURPOSE**: The purpose of this Agreement is to allow the Park District to manage, operate, maintain and use the Buildings, Park and Facilities within the Buildings and Park, for the provision of recreational, educational and cultural programming offered through the Park District, during the term of this Agreement, subject to the terms and conditions contained herein.
3. **TERM**: The term of this Agreement shall be from the date the last signatory signs this Agreement (the "Effective Date"), until February 28, 2023, unless earlier terminated.
4. **FACILITIES USE**: During the term of this Agreement, the Park District shall, at its sole cost and expense:
 - A. Provide recreational, educational and cultural programming offered by the Park District at the Buildings, Park and Facilities ("Programming").
 - B. Operate and manage the Buildings, Park and Facilities in a manner consistent with the intent of this Agreement, including the coordination of rentals and licenses for use of the Buildings, Park and Facilities.
 - C. Hire adequate staff to operate the Programming in a professional manner.
 - D. Maintain the Buildings, Park and Facilities, at its own cost and expense, in good repair and in accordance with all federal, state, county and Village regulations, laws and ordinances applicable thereto, and keep said Buildings, Park and Facilities from unusual deterioration, provided that such obligation shall not apply to structural portions of the

Buildings and mechanical systems of the Buildings, including, without limitation, the HVAC, electrical, plumbing repairs in excess of \$1,000 per calendar year, gas piping, fire protection, and sewer systems, unless repairs to such mechanical systems are necessitated due to the misuse, waste or neglect of the Park District, its employees, agents, visitors or patrons. In all other cases, the Village shall be responsible for the cost of, and shall maintain in good repair, all building and mechanical systems of the Buildings, Park and Facilities. The Park District shall be obligated to perform basic day to day maintenance and make any necessary repairs to the Facilities during the term of this Agreement. Within the Park, the Park District shall maintain the Park areas and related Facilities, including any park equipment, recreation facilities and other improvements, maintenance equipment, buildings, and landscaping related thereto, in good order, condition and repair. Such repairs and maintenance shall include, but are not limited to, ensuring that the grass, landscaping and other vegetation within the Park and surrounding the Facilities is regularly kept neatly trimmed and in good condition, collecting the garbage in the Park on a regular basis and ensuring that all litter in the Park is similarly collected on a regular basis, and the making of all necessary repairs to all park, playground and other recreational equipment so that such equipment is kept and maintained in a clean manner, and free of graffiti and in good working order. The Village, at its cost, shall arrange for and maintain janitorial services and garbage collection and disposal services for the Buildings during the term of this Agreement. The Park District shall allow access by the Village-approved janitorial services contractor to the Buildings per the janitorial service contract schedule. The Village, at its cost, shall have the Public Works Department or its garbage collection and disposal services contractor collect and dispose all waste and trash in the waste / trash bins located within the Buildings and the Park. The failure by the Park District to maintain the Buildings, Park and Facilities to the satisfaction of the Village shall be regarded as a default under this Agreement, and, after notice and an opportunity to cure such default as provided in Section 15, shall be grounds for termination of this Agreement.

- E. Control access to the Buildings, Park and Facilities within the Buildings and Park by keeping the Buildings, Park and Facilities secured at all times and ensuring that only authorized persons have access to and are allowed use of the Facilities.
- F. Upon termination of this Agreement for any reason, return the Buildings, Park and Facilities to the Village in substantially the same or better condition than at the time of the Effective Date, normal wear and tear excepted.

5. **PARK DISTRICT SUPERVISORY RESPONSIBILITY:** The Park District will have supervisory responsibility over the Facilities, the Programming conducted by it pursuant to this Agreement, any third party events it authorizes to take place at the Buildings, Park or Facilities, and over its employees and/or staff while utilizing the Buildings, Park and Facilities pursuant to this Agreement. Any unsafe, illegal, or inappropriate behavior or conduct by persons using the Facilities while such Facilities are under the control of the Park District pursuant to this Agreement shall lead to the removal of any such persons engaged in said activities and may result in the termination of this Agreement following notice and an opportunity to cure, as set forth in Section 15 if such activities are promoted by, participated in by, condoned or allowed to happen by Park District personnel. Such conduct may, however, result in the immediate termination of this Agreement without notice or opportunity to cure, where such conduct is ongoing and is promoted by, participated in by, condoned or allowed to happen by Park District

personnel and is likely to result in immediate harm to the Buildings, Park, Facilities and/or patrons, renters, guests or other invitees, or the Park District's own employees and agents, such that providing notice and an opportunity to cure is not practical.

6. **INDEMNIFICATION:** As a material inducement for the Village to enter into this Agreement, the Park District agrees to defend, indemnify and hold harmless the Village and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, and engineers (the "Village Affiliates") harmless from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, including, but not limited to:

- A. Any such claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities of any kind which arise directly or indirectly out of or in connection with from any personal injury, bodily injury, illness or death, or loss or damage of any kind to the property of any person, associated with or related to the management, operation, maintenance and use of the Buildings, Park and Facilities by the Park District, and brought against any of the Village Affiliates, except to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence of the Village and/or the Village Affiliates; and
- B. Any such claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities which arise directly or indirectly out of or in connection in any way with the Park District's management, operation, maintenance and use of the Buildings, Park and Facilities, including but not limited to, the Park District's control and use of the Buildings, Park and Facilities for the provision of Programming, except to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence of the Village and/or the Village Affiliates; and
- C. Any such liabilities, damages or causes of action which arise directly or indirectly out of or in connection with any negligent, tortious or wrongful act or omission of the Park District, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, illness or death to any person, loss or damage of any kind to the property of any person, including the Park District, its officers, agents employees, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- D. Loss or damage of any kind resulting from the Park District's failure to comply with any provision of this Agreement, or of any federal, state or local law or regulation applicable to the Park District.

In the event of any personal injury, bodily injury, death, illness, or loss or damage or claim or claims therefore, the Park District shall give immediate written notice thereof to the Village Manager.

The Park District agrees that it is accepting operation and use of the Buildings, Park and Facilities under this Agreement in "AS IS, WHERE IS" condition (including all existing environmental conditions of the soil and the groundwater), agrees that the Village is not making any warranties or guarantees of any kind regarding the suitability or fitness for a particular purpose of the Buildings, Park or Facilities, and agrees to waive any claims, suits, actions and causes of action of any kind that it has or could have against the Village relative to the Buildings, Park or Facilities.

The Village agrees to defend, indemnify and hold harmless the Park District, its representatives, officers, trustees, agents, and employees from and against any and all claims, actions, suits, property damages, economic and non-economic damages, losses, causes of action, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Village's performance of the terms of this Agreement.

7. **INSURANCE.** The Park District shall maintain the following minimum levels of insurance coverage during the term of this Agreement:

- A. General Comprehensive Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, death and property damage. The general aggregate shall be twice the required occurrence limit. Minimum general aggregate shall be no less than \$2,000,000.
- B. Public Liability: \$1,000,000 combined single limit per occurrence. Minimum general aggregate shall be no less than \$1,000,000.
- C. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation: Workers' Compensation limits as required by State statute.
- E. Employer's Liability: \$500,000 per incident.
- F. Excess Liability: \$5,000,000 per occurrence and in the aggregate.

The insurance coverage of the Park District shall specifically name the Village of Maywood and its officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, and engineers as additional insureds. The Park District shall keep a current certificate of insurance showing the premium has been paid in full on file with the Village of Maywood at all times during the term of this Agreement. All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village." In the event of the cancellation of any insurance policy required herein, or upon the Park District's failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement.

The Park District's policy or policies of insurance shall specifically recognize and cover the Park District's indemnification obligations under this Agreement, and shall contain cross-liability

endorsements. Said insurance shall provide that the insurance provided by the Park District shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Park District's insurance.

8. **UTILITIES:** During the term of this Agreement, the Park District shall be solely responsible for the costs and maintenance of all utilities servicing the Buildings, Park and Facilities, including water and sewer service provided by the Village, electricity, air conditioning, lighting, telephone, internet service, etc.

9. **KEYS AND EQUIPMENT; ACCESS BY VILLAGE FOR INSPECTION:** The Village agrees to allow the Park District access to and use of all existing equipment located at the Buildings, Park and Facilities necessary for operation and maintenance of the Facilities. Title to such equipment shall remain in the Village. The Park District shall turn over to the Village all keys to the Buildings and Park Facilities in its possession at the termination of this Agreement. The Park District may not remove any Village Property from the Buildings, Park and Facilities and must remove any Park District property from the Buildings, Park and Facilities prior to the end of this Agreement. The Village and the Village's employees, agents, representatives and volunteers are authorized to enter the Buildings and Park at any time with or without prior notice, for all lawful purposes, including inspection of the condition of the Buildings, Park and Facilities for compliance with the requirements of this Agreement.

10. **MUTUAL COOPERATION:** The Village and the Park District agree to fully cooperate, consult and inform each other regarding any and all major decisions related to use of the Buildings, Park and Facilities, in order to achieve the mutual goals and purposes of providing high quality recreational facilities and Programming and opportunities for the residents of the Village. During the term of this Agreement, as requested by either party, the Village and the Park District agree to consult one another in connection with:

- A. Achievement of goals for Programming provided at the Facilities by the Park District.
- B. Personnel matters, including hiring of qualified employees by the Park District for staffing the Programming provided by the Park District at the Facilities.
- C. Replacement, repairs or additions to equipment needed for the provision of high quality Programming at the Facilities.
- D. Any other matter concerning the operation of the Facilities, including without limitation the Park District's implementation of safety practices at the Facilities (e.g., employment of adequate trained staff) as deemed necessary by the Village or any regulatory agency for the protection of the health and safety of the persons using the Facilities.

11. **FEES:** Other than any costs detailed herein, there shall be no fee due from the Park District to the Village for use of the Buildings, Park or Facilities during the term of this Agreement. The Park District shall be entitled to any fees generated by the operation of the Facilities, and Programming provided at the Facilities during the term of this Agreement. The Park District agrees to use the fees generated by the Programming run at the Facilities to defray the costs associated with maintaining the Buildings, Park and Facilities and operating the Programming. The Park District agrees to maintain

current and accurate records of all fee income related to the Buildings, Park and Facilities. The Park District is not entitled allow use of the Facilities by third parties for uses consistent with the purposes of this Agreement and subject to the approval of the Village, which approval shall not be unreasonably withheld.

12. **VILLAGE USE OF THE FACILITIES:** If the Village has a need or desire to utilize the Buildings, Park or Facilities or a portion thereof at a specific date and time, it shall notify the Park District at least seven (7) calendar days in advance. The Park District shall make efforts to accommodate such Village use so long as the use does not present a direct conflict with Programming activities of the Park District, or some other specifically scheduled use.

13. **BUILDINGS, STRUCTURES, FIXTURES, STATUES, PLAQUES AND OTHER ARTWORK, LANDMARKS OR ARCHITECTURAL FEATURES:** The Park District is obligated to maintain as is and leave in place all buildings, structures, improvements (e.g., fences, lights, etc.), fixtures, statues, busts, plaques, artwork, landmarks or other architectural features (the "Improvements") existing at the Buildings, Park and Facilities therein for the term of this Agreement. The Park District may not remove, modify, or otherwise alter any of the Improvements existing on or at the Buildings, Park and Facilities therein without the express written consent of the Village, which consent may be withheld for any reason.

14. **PRIORITY OF MAYWOOD RESIDENTS:** The Park District shall give residents of Maywood first priority in any Programming openings related to the Facilities.

15. **DEFAULT:** In the event that either party fails to perform under this Agreement, the other party shall notify the non-performing party of the default, in writing, setting forth the nature of the default. The party that has failed to perform shall have seven (7) calendar days after receipt of the notice to correct such failure or take substantial steps toward correcting the failure. If, after seven (7) calendar days, the default has not been corrected, or substantial steps taken to correct the default, the party serving the notice may then declare the Agreement terminated, at which time the Park District shall immediately cease its management, operation, maintenance and use of the Buildings, Park and Facilities, and shall return all keys to the Village.

16. **NOTICE:** All notices required to be provided under this Agreement shall be in writing and served either (a) personally during regular business hours; or (b) by overnight courier; or (c) by registered or certified mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States mail. Notices served personally or by overnight courier shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service or upon a refusal to accept delivery. All notices shall be addressed as follows:

The Village:
Chasity Wells-Armstrong
Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153
Telephone (708) 450-6301

With a copy to:
Michael T. Jurusik
Village Attorney
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Telephone (312) 984-6400

The Park District:
Lonette Hall
Executive Director
Maywood Park District
921 S. 9th Avenue
Maywood, Illinois 60153
Telephone (708) 344-4740

With a copy to:
ShawnTe M. Raines
District Attorney
Ancel Glink
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603
Telephone (312) 782-7606

17. **MECHANIC'S LIEN**: The Park District will not suffer or permit any mechanic's lien or other such lien to attach to the Buildings, Park or Facilities. The Park District shall save and keep harmless the Village and its property from any such lien or claim therefor and from any and all cost or expense incurred in connection with any such lien or claim, including, attorney fees and expenses incurred with removing, settling or contesting such lien or claim.

18. **PERMITS**: The Park District shall obtain all necessary State, County and Village permits, licenses, consents and other approvals for the operation of Programming at the Facilities.

19. **ASSIGNMENT**: The Park District shall not assign, sublet, transfer, or convey this Agreement and its obligations hereunder to any person or entity.

20. **GOVERNMENTAL REGULATIONS**: Licensee shall comply with all applicable requirements of federal, state, county and local regulatory authorities, including the applicable provisions of the Village Code, with respect to the use of the Buildings and Facilities.

21. **EXECUTION**: This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

22. **ENTIRETY OF AGREEMENT**: This Agreement, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between the parties concerning the management, operation, maintenance and use of the Buildings, Park and Facilities for the term of this Agreement and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment, or change shall be allowed to this Agreement. Any modification, amendment, or change hereto shall be in writing and approved by the corporate authorities of the Village.

23. **NO DUTY TO THIRD PARTIES**: This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this 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. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Village, and/or any of their respective officials, officers and/or employees.

24. **NON-WAIVER**: Failure by the Park District or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but the Park District and the Village shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

25. **SEVERABILITY**: Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

26. **AUTHORITY**: Execution of this Agreement by the Village is authorized by a resolution passed by the President and Board of Trustees of the Village on February 15, 2022. Execution of this Agreement by the Park District is authorized by an ordinance/resolution passed by the Board of Commissioners of the Park District in 2022. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

27. **DISCLAIMER OF RELATIONSHIP**: Nothing contained in this Agreement, nor any act of the Village or the Park District shall be deemed or construed by either of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village and the Park District.

28. **ENFORCEABILITY**: If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any Exhibit hereto, the terms set forth in such Exhibit shall govern and control.

29. **CHANGE IN LAWS**: The Park District shall immediately notify the Village of any change in conditions or change in federal, state or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

30. **JURISDICTION AND VENUE**: This Agreement concerns property located within, and actions and activities to be performed within, the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

31. **CAPTIONS**: The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the context, but are not part of the context.

32. **EXHIBITS:** True and correct copies of the attached Exhibits are incorporated herein and made a part of this Agreement and are identified as follows:

EXHIBIT "A" - Legal Description of the 200 S. 5th Avenue Building Property

EXHIBIT "B" - Legal Description of the 1100 S. 11th Avenue Building Property

EXHIBIT "C" - Depiction of the Maywood Park Property Included and Excluded Areas

33. **EFFECTIVE DATE:** After this Agreement has been signed by the Park District, this Agreement shall be deemed dated and become effective on the date that the Village President and Village Clerk sign this Agreement which date shall be the date stated on the first page of this Agreement.

VILLAGE OF MAYWOOD

MAYWOOD PARK DISTRICT

By: _____
Village President

By: _____
President

Attest: _____
Village Clerk

Attest: _____
Clerk

Date: _____

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE 200 S. 5TH AVENUE BUILDING PROPERTY

LOTS 18, 19, AND 20 IN BLOCK 66 IN MAYWOOD, A SUBDIVISION OF SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-11-303-006-0000

LOTS 16 AND 17 IN BLOCK 66 IN MAYWOOD, A SUBDIVISION OF SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 15-11-303-007-0000, 15-11-303-008-0000

EXHIBIT "B"

LEGAL DESCRIPTION OF THE 1100 S. 11TH AVENUE BUILDING PROPERTY

LOT A (EXCEPT THE SOUTHWESTERLY 35 FEET) IN SEMINARY ADDITION TO MAYWOOD IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-15-214-002-0000

GROUP EXHIBIT "C"

**DEPICTION OF THE MAYWOOD PARK PROPERTY
INCLUDED AND EXCLUDED AREAS**

(attached)



EXHIBIT "C"
MAYWOOD PARK
PROPERTY INCLUDED AND EXCLUDED AREAS



EXCLUDED AREAS FROM
DEFINITION OF "MAYWOOD PARK"



