



Memorandum of Agreement – All programs, classes, events

In recognition of the needs of residents at the below described Property, Mercy Housing Lakefront, a Illinois nonprofit corporation ("Mercy") and the below named Provider have entered into this Agreement on the date below on the following terms and conditions:

Property Name: Marian Park Apartments

Legal Entity Name: Marian Park Incorporated (Attachment A)

Property Address: 2126 West Roosevelt Road Wheaton IL 60187

Mercy Contact: Melissa Buckles Haley, Family RSC and Kavonna Petro -Lasisi, Senior RSC

**Mercy requires providers to list the Property Owner as an additional insured on their insurance with any certificates including the Property Name, and Property Address*

Title of Class/Event: Park District Play Days

Description of Class/Event: Children and youth have an opportunity to participate in sack races, the limbo, soccer relay and other games. Snacks , crafts and art activities are provided.

Objective of Class/Event: Children and youth will increase the number of minutes that they are physically active as part of the out of school time program for summer enrichment.

Is this a: ☐ One time Class/Event ☒ Time specific Class/Event ☐ Ongoing Class/Event

Is this: ☐ Educational only ☐ Physical interaction – ☐ Provider to resident or ☐ Resident to resident [check one]

Date and Time of Class/Event: Tuesday, June 9th, 2026, July 14th 1-2pm, August 11th, 1-2pm.

Room for Class/Event: Outdoor space/Marian Park 2088 building computer lab or community room space during inclement weather

Provider Name: Wheaton Park District ("Provider")

Provider Address: 102 East Wesley Street

Provider Contact: Chad Shingler

Provider Phone: (630)5 10-4941

Mercy will provide space for the Class/Event at the Property, and will publicize the Class/Event to residents of the Property subject to the following terms and conditions:

Other: _____

Provider will provide the Class/Event at the Property subject to the following terms and conditions:

1. The Room and any furniture and other personal property will be left in the same condition after use as it was before.
2. Neither Mercy nor Owner assumes any responsibility for Provider's staff, volunteers or for the participants in the Class/Event. Provider assumes all liability for its staff, including, if applicable, its volunteers.

3. Provider shall and shall cause any participants in the Class/Event, to comply with all rules of the Property.
4. Neither Mercy nor Owner assumes any responsibility for lost, stolen or damaged property of Provider, its staff or participants in the Class/Event.

5. Provider shall have the exclusive right to use of the Room during the date/time stated above, subject to Provider's compliance with this Agreement.
6. The Provider agrees to give at least one week's notice if they will not be providing the Class/Event.
7. The provider agrees to share attendance information with the Mercy Contact person, unless the Class/Event has an anonymity requirement. Send information to: GBC Contact: Melissa Buckles Haley Family RSC and Kavonna Petro- Lasisi, Senior RSC

_____ and email address: Onna.Petro@mercyhousing.org Melissa.Buckles Haley@mercyhousing.org

8. Other: _____

BACKGROUND CHECKS: Provider will screen, or cause to be screened all of its staff, including without limitation its volunteers, through a criminal background or central registry. Mercy has no responsibility for screening Provider's staff.

INSURANCE: Provider shall at a minimum carry the following insurance: (1) Workers Compensation written to statutory limits per State Law; (2) General Liability in the minimum amount of \$2,000,000 per occurrence/\$2,000,000 aggregate; (3) Automobile Liability in the minimum amount of \$1,000,000 if Provider owns or operates vehicles; and (4) property insurance covering the full replacement cost of any Provider property. All such policies, excluding Workers Compensation, shall name Mercy and Owner as additional insureds. Copies of certificates of insurance evidencing coverage shall be provided to Mercy upon request. Notwithstanding the foregoing, the minimum insurance coverage specified herein may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Mercy acknowledges and agrees that Provider's membership in the Park District Risk Management Agency ("PDRMA") and its naming of Mercer an additional insured as allowed under the applicable policy or policies of PDRMA satisfy the requirements of this section. **CONFIDENTIALITY:** Except to the extent required by applicable law, including but not limited to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), both parties will be responsible for maintaining confidentiality of all resident information. All participant data will be kept strictly confidential and is for internal use only. For the avoidance of doubt, each party will adopt policies and procedures to maintain the confidentiality of participant information that it obtains, and except as permitted by a written consent from the participant, neither party will provide to the other party confidential information that it obtains with respect to a participant without first obtaining the consent of the participant. Notwithstanding the foregoing the parties acknowledge that Mercy is not a "covered entity" as defined in the Health Insurance Portability and Accountability Act (HIPAA) and does not meet the standards set forth in the HIPAA Privacy Rule.

COMPLIANCE WITH LAW: Provider will comply with the Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against handicapped persons who would otherwise qualify to participate in the Class/Event, and the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age, as well as any applicable state or local laws prohibiting discrimination. Both parties agree to report child, dependent adult and elder abuse and neglect as required by law. Provider will maintain all licenses and certifications required to provide the Class/Event, if any.

INDEMNIFICATION: To the maximum extent permitted by law, Provider shall indemnify, defend, protect and hold Mercy and Mercy's, directors, officers partners, members, employees, agents, affiliates (including without limitation Owner and its property manager, Mercy Housing Management Group, Inc.), successors and assigns harmless from and against any and all claims, losses, damages, liabilities and costs, including without limitation reasonable attorneys' fees and costs, arising out of or resulting in whole or in part from any act or omission of Provider, except to the extent caused by Mercy's gross negligence or intentional misconduct. The provisions of this Section shall survive the expiration or termination of this Agreement.

To the maximum extent permitted by law, Mercer shall indemnify, defend, protect and hold Provider and Provider's elected and appointed officials, officers, employees, agents, volunteers, successors and assigns harmless from and against any and all claims, losses, damages, liabilities and costs, including without limitation reasonable attorneys' fees and costs, arising out of or resulting in whole or in part from any act or omission of Mercer, except to the extent caused by Provider's gross negligence or intentional misconduct. The provisions of this Section shall survive the expiration or termination of this Agreement.

TERMINATION. Either party may terminate this agreement without cause upon 24 hours' notice.

MERCY – RVP, RS or GBC President (only)
Signature: Felix Matlock (Signed Electronically)
Name: Felix Matlock
Title: VP of Resident Services
Date: 5/22/2026

PROVIDER
Signature: 
Name: Michael Bernard
Title: Exec Dir.
Date: 5/28/26

Certificate of Coverage

Name and Address of Agency

Park District Risk Management Agency
2033 Burlington Avenue
Lisle, IL 60532-1646
(630) 769-0332

Name and Address of Member

Wheaton Park District
102 E Wesley St
Wheaton, IL 60187

Scope of Coverage

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the Constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments which are applicable to the members.

The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the Agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year.

Scope of Coverage	Coverage Document	Coverage Dates	Limits Each Occurrence
General Liability x commercial general liability x occurrence x liquor liability	L010126	01/01/2026 - 12/31/2026	Bodily Injury and Property Damage Combined \$2,000,000 Personal Injury \$2,000,000
Automobile Liability x any auto	L010126	01/01/2026 - 12/31/2026	Bodily Injury and Property Damage Combined \$1,000,000
Workers' Compensation	WC010126	01/01/2026 - 12/31/2026	Statutory
Employer's Liability	WC010126	01/01/2026 - 12/31/2026	\$3,000,000
Property	P0700126	01/01/2026 - 12/31/2026	
Other Aggregate		01/01/2026 - 12/31/2026	\$2,000,000

Description of Operations/Locations/Vehicles/Special Items

Marian Park Apartments - Mercy Housing Lakefront is/are additionally insured for Wheaton Park District's Play Days June 9, July 14, Aug. 11, 2026, from 1 - 2 p.m.

Coverage is for general liability with respect to the operations of the Wheaton Park District. Additional insured coverage shall not apply to any liability resulting from the certificate holder's own negligence or the negligence of its servants, agents or employees.

Certificate Holder

Marian Park Apartments -
Mercy Housing Lakefront
2126 W Roosevelt Road
Wheaton, IL 60187

Date Issued: 5/6/2026



Authorized Representative

