## INTERGOVERNMENTAL LEASE AGREEMENT FOR USE OF THE WHEATON FIRE DEPARTMENT FIRE SAFETY HOUSE ON PARK DISTRICT PROPERTY AND PARK DISTRICT RECREATIONAL USE OF SAID PROPERTY

This Agreement entered into by and between the City of Wheaton- Fire Department, hereinafter referred to as the "City", and the Wheaton Park District, hereinafter referred to as the "Park District."

## WITNESSETH:

WHEREAS, the City is the owner of the Fire Safety House

**WHEREAS**, the Park District desires to utilize the Fire Safety House as part of Safety City curriculum. Safety City is located at 1900 Orchard Road, Wheaton Illinois 60189.

WHEREAS, it is the desire of the City and the Park District to utilize the Property in a manner that will maximize safety educational opportunities.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, it is agreed by and between the parties, as follows:

- 1. The City will transport the Fire Safety House to 1900 Orchard Road, Wheaton for the programming season- June 3 -- August 16
- 2. The City will pick-up the Fire Safety House from 1900 Orchard Road, Wheaton at the conclusion of the programming season on Monday August 19.
- 3. The City will provide training, as requested.
- 4. The parties further agree that throughout the term of this lease, or any extension thereof, the rights of the Park District to utilize the Property as a Safety City educational component.
- 5. The parties further agree that throughout the term of this lease, or any extension thereof, the Park District may utilize Park District vehicles to move the Fire Safety House if deemed necessary for maintenance or accessibility purposes.
- 6. The parties further agree that subject to the terms and conditions of this lease the Park District may conduct public recreational programs which in its sole discretion, deems to be appropriate, practical and economically feasible in and about the Property.
- 7. The Park District agrees that all times during the term of this lease or any extension thereof:
  - a) To keep in good and safe repair and notify the City of any maintenance needs
  - b) To perform monthly safety inspections.
  - c) To ensure that property is adequately secured.
- 8. Each party shall keep in force at all times during the term of this agreement General Liability Insurance specifically including bodily injury, personal injury and property damage limits of not less than \$3,000,000 per occurrence, written on an occurrence basis and at all times naming the other party to this agreement, including its public officials, employees, and agents as additional insured. In addition, each party shall furnish certificates of the insurance and/or coverage in place.
- 9. The parties further agree as follows:
  - a) The initial term of this lease shall be for a period of one (1) years from the date executed.
  - b) The Park District shall have the option to extend the term of this lease for an additional term of twenty-five (25) years; said option shall be exercisable by the Park District upon giving written notice thereof to the City at any time prior to the date that the initial term of this lease

## Intergovernmental Agreement - Page 2

ends; and

- c) Any such extension shall be upon the same terms and conditions as are set forth in this original lease, unless amended by a written agreement executed upon authorization by the corporate authorities of these parties.
- 10. 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 in not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

Name:

Signature

Date:

Wheaton Park District

Name: Michael Benard

Signature:

Date:\_



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 4/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008  Roll	this certificate does not confer rights	to the	cert	ificate holder in lieu of si	uch end	dorsement(s	).	require an endorsement	. A Sta	atement on			
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