

Copy to Agreement file
Fire ch. of sub Hk
V. Beger
J. Matheson

**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 5 -- August 14
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 14.
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

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 is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals pursuant to the Resolution of the corporate authorities of the City of Wheaton and the corporate authorities of the Wheaton Park District this 30 day of May, 2017

City of Wheaton

Name: William Schultz

Signature: [Signature]

Date: 5/30/17

Wheaton Park District

Name: Michael Benard

Signature: [Signature]

Date: 6/5/17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/30/2017

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. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
2850 Golf Road
Rolling Meadows IL 60008

CONTACT NAME: Donald Smolinski
PHONE (A/C, No, Ext): 630-694-5196 **FAX (A/C, No):** 630-285-4062
E-MAIL ADDRESS: Donald_smolinski@ajg.com

INSURED
City of Wheaton
P.O. Box 727
Wheaton IL 60189

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lloyd's Synd 2987	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 159119744

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PK1005116	11/1/2016	11/1/2017	EACH OCCURRENCE \$1,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,900,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,900,000 GENERAL AGGREGATE \$1,900,000 PRODUCTS - COMP/OP AGG \$1,900,000 Self Insured Reten \$100,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: The City of Wheaton Fire Department will be conducting public education sessions from their fire safety trailer at Toohey Park from June 5th to August 14th

CERTIFICATE HOLDER

Wheaton Park District
102 E Wesley
Wheaton IL 60187

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE