

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF ROCHELLE AND  
THE FLAGG ROCHELLE COMMUNITY PARK DISTRICT  
(RECREATIONAL CENTER)**

This Intergovernmental Agreement ("Agreement") effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Rochelle, an Illinois municipal corporation, and the Flagg Rochelle Community Park District, an Illinois municipal corporation:

**WITNESSETH**

**THAT WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and 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 or ordinance; and

**WHEREAS**, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1 et seq.), authorizes units of local government to exercise their powers, privileges or authority jointly, and to enter into intergovernmental agreements for that purpose; and

**WHEREAS**, the City of Rochelle ("City") and the Flagg Rochelle Community Park District ("Park District") are units of local government which wish to enter into this Agreement for the purpose of jointly endeavoring to construct and arrange for the operation of a recreational center to be located within the City and the Park District, including a gymnasium, walking track, fitness center, multi-purpose rooms and such other facilities as may be agreed upon ("Recreational Center"); and

**WHEREAS**, the parties wish to memorialize the terms of their agreement with respect to the construction and operation of the Recreational Center:

**NOW THEREFORE**, in consideration of the mutual agreements and undertakings contained herein, the sufficiency of which are acknowledged, the parties agree as follows:

1. Purchase. The City and the Park District shall endeavor to jointly purchase, or enter into a long-term ground lease for, sufficient real estate located within the City and the Park District for the construction of the Recreational Center (the "Property"), at a price and on such terms as are agreeable to the parties. The Property shall be so situated as to maximize usage of the Recreational Center by residents of the City and the Park District and the surrounding area.

2. Design and Construction. The parties shall cooperate in the selection of such architects, engineers, project managers, contractors and subcontractors, as may be necessary to accomplish the design and construction of the Recreational Center; provided, that in all events the selection shall conform to the requirements of all applicable laws, regulations and ordinances, including without limitation, the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 *et seq.*, the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/3; the Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.*; and the Public Works Employment Discrimination Act, 775 ILCS 10/01, *et seq.*

3. Funding of Purchase, Design and Construction. The parties shall each contribute one-half of the cost of purchasing, or entering into a long-term ground lease for, the Property, and the costs of design and construction of the Recreational Center on the Property.

4. Operation. The parties acknowledge that neither wishes to engage in the operation of the Recreational Center. The parties therefore agree to use their best efforts to enter into a lease, license, or contractual operating agreement for the operation of the Recreational Center, on such terms as are mutually agreeable to the parties. Without limiting the foregoing, the parties agree to explore the feasibility of such an arrangement with the YMCA. Additionally, the parties shall establish an advisory board or commission, the members of which shall be appointed by the parties, to oversee the operation of the Recreational Center and make periodic reports to the parties, and the parties shall establish an account for long-term maintenance of the Recreational Center, to be funded by payments under the lease, license or contractual operating agreement, and used for major maintenance projects such as HVAC and roof replacement.

5. Insurance. Each party shall carry standard fire and extended coverage insurance on the Recreational Center, with limits of no less than \$ \_\_\_\_\_ /\$ \_\_\_\_\_, and with the other party as an additional loss payee, except to the extent any portion of the Recreational Center is so insured by a lessee, licensee or operator. The parties further agree that any lease, license or operating agreement between the parties, as lessors, licensors, or contract parties, and any lessee, licensee or operator of the Recreational Center shall include a clause requiring the lessee, licensee or operator to obtain liability insurance covering the Recreational Center and its operation, with the City and the Park District as additional insureds.

6. Agreement Survives Closing. The terms of this Agreement shall survive the closing of the purchase of, or the entry into a long-term ground lease for, the Property, but shall terminate upon the closing of any sale by one of the parties to the other party of all of the selling party's interest in the Property and the Recreational Center, or the

sale by both parties to any third party of all of the parties' interests in the Property and the Recreational Center.

7. Notices. All notices required hereunder shall be in writing and shall be deemed to have been delivered if hand-delivered or deposited in the United States mail, return receipt requested, with postage prepaid and addressed as follows:

If to CITY at:  
City Manager  
City of Rochelle  
420 N. 6<sup>th</sup> Street  
Rochelle, Illinois 61068

With a copy to:  
Alan H. Cooper  
Cooper & Lyons  
233 East Route 38, Suite 202  
P.O. Box 194  
Rochelle, Illinois 61068

If to PARK DISTRICT at:  
Executive Director  
Flagg Rochelle Community Park District  
735 N. 2<sup>nd</sup> Street  
Rochelle, Illinois 61068

With a copy to:  
Philip H. Nye, Jr.  
Fearer, Nye & Chadwick  
420 4<sup>th</sup> Avenue  
P.O. Box 117 Rochelle, Illinois 61068

8. Successors and Assigns. No part of this Agreement shall be assigned by either party without the prior, written consent of the other party, and any assignment made without such consent shall be void.

9. Severability. It is the intention of the parties hereto that the provisions of this Agreement shall be severable with respect to declaration of invalidity of any provision contained herein.

10. Governing Law. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Agreement. The exclusive venue for any litigation

between the parties arising out of this Agreement shall be in the Circuit Court of the Fifteenth Judicial Circuit, Ogle County, Illinois.

11. Amendments. No amendments, modifications, or supplements to this Agreement shall be effective unless in writing and executed and delivered by both parties to this Agreement.

12. Time of Essence. Time is of the essence in the performance of each and every covenant and condition of this Agreement.

13. Failure to Purchase. If, for any reason, the parties fail to purchase, or enter into a long-term ground lease for, the Property within \_\_\_\_\_ (\_\_) months from the effective date of this Agreement, or any extension thereof agreed in writing between the parties, this Agreement, and each covenant and condition herein, shall be null and void.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date first above written.

CITY OF ROCHELLE, an Illinois municipal corporation

FLAGG ROCHELLE COMMUNITY PARK DISTRICT, an Illinois municipal corporation

By: \_\_\_\_\_  
DAVID S. PLYMAN  
City Manager

By: \_\_\_\_\_  
ROGER BUNGER  
President

Attest: \_\_\_\_\_  
BRUCE MCKINNEY  
City Clerk

Attest: \_\_\_\_\_  
CHRISTA SEEBACH  
Secretary