

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE PARK DISTRICT OF OAK PARK  
AND THE VILLAGE OF OAK PARK  
REGARDING DISCOUNTED MEMBERSHIPS FOR VILLAGE EMPLOYEES**

This Intergovernmental Agreement Between The Park District Of Oak Park And The Village of Oak Park Regarding Discounted Memberships for Village Employees (this “*Agreement*”) is made as of October \_\_\_\_\_, 2024, (the “*Effective Date*”) by and between the Park District of Oak Park, an Illinois municipal corporation organized and existing pursuant to the Illinois Park District Code, 70 ILCS 1205/1-1 et seq. (the “*Park District*”) and the Village of Oak Park, Illinois, an Illinois home-rule municipal corporation (the “*Village*”).

**RECITALS:**

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may 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 or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (hereinafter referred to as the “*Act*”) also authorizes intergovernmental cooperation and agreements; and

WHEREAS, the Village and the Park District are public agencies as that term is defined by the Act; and

WHEREAS, the Village wishes to provide its employees with access to the wellness services of the Community Recreation Center as a part of a wellness initiative to improve the health and wellbeing of the employees of the Village; and

WHEREAS, the park District offers Village residents a discount on membership to the Community Recreation Center’s amenities; and

WHEREAS, the Village desires to partner with the Park District to offer its employees the option of purchasing a membership to the Community Recreation Center from the Park District at the same rate as residents of the Village; and

WHEREAS, the Park District and the Village desire to enter into this Agreement to jointly serve the needs of the local community, the Village, and the Park District.

NOW, THEREFORE, the Park District and the Village enter into this Agreement on the terms set forth herein.

**Section 1. Incorporation of Recitals.**

The recitals are incorporated into this Agreement as findings of the Park District and the Village.

**Section 2. Discount.** As a part of the Village's Wellness Initiative, the Park District shall offer to qualifying Village employees a discounted membership to the amenities available at the Community Recreation Center on the same basis that Village residents enjoy. For purposes of this agreement, "qualifying Village employee" shall mean a full-time employee or part-time employee of the Village who works greater than twenty (20) hours per week regardless of their place of residency who elects to opt-in to the Wellness Initiative offered by the Village.

**Section 3. Implementation.** The Village shall supply to the Park District on a rolling basis, the names of each qualifying employee that opts into the Initiative. The Park District shall assign a unique discount identifier on each qualifying employee's membership account with the Park District. In the event a qualifying employee does not have a membership account at the time they opt-in, the Park District will create an account for the qualifying employee and apply the discount identifier. In the event the qualifying employee is not a resident of the Village, their membership rate shall be discounted to the same rate as that of a Village resident. Discounted memberships available to Village employees shall be for a monthly "Individual Membership" for the amenities available at the Community Recreation Center, 229 Madison Street, Oak Park, Illinois 60302. Payment of membership dues to the Park District shall be the obligation of the Village on a monthly basis, subject to payroll deductions by the Village pursuant to Village Policy.

**Section 4. Records.** The Park District shall keep records of all qualifying employees' participation in the Initiative. The Park District shall provide a monthly report of usage by qualifying Village employees and at the Village's request, the Park District shall supply a report of qualifying Village employees' total visits to the Community Recreation Center.

**Section 5. Separation.** The Village shall notify the Park District as soon as practicable, but no later than ten (10) business days of any qualifying employee's separation of employment from the Village. The Park District shall discontinue the employee's discounted membership on the final day of the month in which the separation became effective.

**Section 6. Term.** This Agreement shall run from the date of execution until December 31, 2025. This Agreement shall automatically renew for two (2) one-year terms unless terminated by either Party pursuant to Section 7.

**Section 7. Termination.** Either Party may terminate this Agreement for convenience upon ninety (90) days written notice to the other Party pursuant to the provisions of Section 11 below. Qualifying employees' discounted membership rates shall be honored by the Park District through the end of the month in which the date termination becomes effective. If not terminated or amended, this agreement shall expire on December 31, 2027.

**Section 8. Amendments.** The terms of this Agreement may be amended only by a written amendment approved by the corporate authorities of the Park District and the Village.

**Section 9. Entire Agreement.** This Agreement is the entire agreement between the Park District and the Village related to the Discounted Memberships. Any oral representations related to the Discounted Memberships shall have no force or effect, and modifications to this Agreement must be in writing and must be signed by all parties to this Agreement.

**Section 10. No Assignment of Rights; No Third-Party Rights.** Neither the Village nor the Park District may assign any of its rights or benefits under this Agreement to any entity or person. The rights and benefits under this Agreement are exclusive to the Village and the Park District and do not inure to any successors of the Village or the Park District. This Agreement is not intended to, and does not, confer any rights on any third party.

**Section 11. Notices.** Any notice under this Agreement will be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by e-mail to the persons and addresses indicated below:

If to the Village:

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302  
E-mail: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

If to the Park District:

Executive Director  
Park District of Oak Park  
218 Madison Street  
Oak Park, Illinois 60302  
E-mail: [jan.arnold@pdop.org](mailto:jan.arnold@pdop.org)

Notice by certified mail and notice by e-mail will be deemed effective on the first business day after the notice is sent.

**Section 12. Waiver.** No waiver by either the Village or the Park District of any breach of this Agreement will be deemed to imply or be a waiver of any other breach at any time of this Agreement.

**Section 13. Governing Law.** The laws of the State of Illinois will apply to the interpretation of this Agreement.

**Section 14. Binding Authority.** The Village and the Park District each represent that the persons signing this Agreement have been properly authorized by the corporate authorities to do so.

**Section 15. Severability.** If any of the provisions of this Agreement shall be deemed illegal, invalid, unconstitutional or unenforceable by any court of law having competent jurisdiction, such decisions shall not invalidate or negate the other remaining provisions of this Agreement.

**Section 16. Effective Date.** The effective date of this Agreement as reflected above shall be the last date of its execution by either the Village or the Park District.

**Section 17. Headings and Titles.** The headings and titles provided in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

**Section 18. Counterparts; Facsimile or PDF Signatures.** This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Park District of Oak Park**

\_\_\_\_\_  
Jan Arnold, Executive Director

Date: \_\_\_\_\_, 2024

Attest:

\_\_\_\_\_  
Sandy Lentz, Board Secretary

Date: \_\_\_\_\_, 2024

**Village of Oak Park**

\_\_\_\_\_  
Kevin Jackson, Village Manager

Date: \_\_\_\_\_, 2024

Attest:

\_\_\_\_\_  
Christina M. Waters, Village Clerk

Date: \_\_\_\_\_, 2024