

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF JOLIET AND THE JOLIET PARK DISTRICT
Emergency Shower Facility Access During Extended Water Service Disruptions**

This Intergovernmental Agreement ("Agreement") is entered into by and between the City of Joliet, Illinois, an Illinois municipal corporation ("City"), and the Joliet Park District, an Illinois park district organized under the laws of the State of Illinois ("Park District"), collectively referred to as the "Parties."

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize units of local government to cooperate in the performance of their governmental functions; and

WHEREAS, the City and Park District recognize the importance of providing residents access to basic hygiene facilities during emergency situations involving extended water service interruptions; and

WHEREAS, residents within the Southeast Joliet Sanitary District service area may experience prolonged interruptions to potable water service resulting from infrastructure failures, repairs, or other emergency conditions; and

WHEREAS, the Park District operates shower facilities at Nowell Park Recreation Center that may be made available to affected residents during qualifying emergency events; and

WHEREAS, the Parties desire to establish procedures and responsibilities for providing access to such facilities during extended water service disruptions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1. PURPOSE

The purpose of this Agreement is to provide residents affected by an extended loss of water service within the Southeast Joliet Sanitary District access to shower facilities at Nowell Park Recreation Center during emergency situations when the anticipated water outage exceeds twenty-four (24) hours.

SECTION 2. ACTIVATION

A. This Agreement may be activated by the City of Joliet Office of Emergency and Disaster Management (OEDM) and/or City of Joliet Utilities in consultation with the City Manager or designee.

B. Activation shall occur when:

1. A water service disruption affects the Southeast Joliet Sanitary District service area; and
2. The estimated duration of the disruption exceeds twenty-four (24) hours.

C. The City shall notify the Executive Director of the Joliet Park District or designee when activation is requested.

SECTION 3. FACILITY ACCESS

Upon activation of this Agreement, the Park District shall make available the shower facilities at Nowell Park Recreation Center, subject to staffing availability and facility operational status, during the following hours:

Monday through Friday

- 6:30 a.m. – 8:00 a.m.
- 5:00 p.m. – 7:30 p.m.

Saturday and Sunday

- 7:30 a.m. – 2:00 p.m.

The Park District reserves the right to modify operating hours based upon facility operations, staffing levels, maintenance requirements, or emergency circumstances.

SECTION 4. ELIGIBLE USERS

A. Access under this Agreement shall be limited to residents residing within the affected Southeast Joliet Sanitary District service area.

B. The City may provide public notification regarding eligibility requirements and facility access procedures.

SECTION 5. IDENTIFICATION REQUIREMENTS

A. All individuals seeking access under this Agreement shall present a valid government-issued photo identification upon entry.

B. Park District staff may request additional documentation if necessary to verify residency within the affected service area.

SECTION 6. SHOWER FACILITY RULES

A. Users shall conduct themselves in a safe and respectful manner while utilizing the facilities.

B. Users shall leave shower facilities in the same clean condition in which they were found.

C. Users shall comply with all reasonable directions issued by Park District personnel.

D. The Park District reserves the right to deny access to any individual whose behavior threatens the safety, security, or orderly operation of the facility.

SECTION 7. WATER CONSERVATION

All users shall make reasonable efforts to conserve water while utilizing the facilities. Shower use should be limited to the time necessary to maintain personal hygiene and sanitation.

SECTION 8. FACILITY ACCESS LIMITATIONS

A. Access provided under this Agreement is limited solely to designated shower facilities and associated restroom areas.

B. Individuals utilizing the facility under this Agreement shall not have access to:

- Fitness areas;
- Gymnasiums;
- Program spaces;
- Recreational amenities; or
- Other portions of the facility not specifically designated by the Park District.

C. Nothing in this Agreement shall limit access privileges otherwise available to current Park District members.

SECTION 9. SECURITY AND OPERATIONS

A. The City may provide support personnel, including emergency management staff, law enforcement personnel, or volunteers, as deemed necessary to assist with facility operations.

B. The Park District shall maintain authority over facility operations and visitor management within the building.

C. During periods of high demand or extended activation, the Parties may mutually agree upon additional security measures.

SECTION 10. COSTS AND REIMBURSEMENT

A. The Parties acknowledge that short-duration activations are intended as a public service and that each Party shall generally bear its own personnel and operational expenses.

B. In the event of a prolonged outage, extended activation, or extraordinary facility usage, the Parties shall meet and discuss:

1. Additional staffing costs;

2. Security expenses;
3. Increased water utility costs;
4. Cleaning and maintenance expenses; and
5. Any reimbursement or cost-sharing arrangements deemed appropriate.

C. Any reimbursement agreement shall be documented in writing and approved by both Parties.

SECTION 11. LIABILITY AND INDEMNIFICATION

A. Each Party shall be responsible for the acts and omissions of its own officers, employees, agents, and volunteers.

B. Nothing contained herein shall be construed as waiving any immunities, defenses, or limitations of liability available under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.) or other applicable law.

C. Each Party shall maintain insurance coverage or self-insurance coverage consistent with its normal governmental operations.

SECTION 12. TERM AND TERMINATION

A. This Agreement shall become effective upon execution by both Parties and shall remain in effect for a period of five (5) years.

B. The Agreement shall automatically renew for successive one-year periods unless terminated by either Party upon sixty (60) days written notice.

C. Either Party may terminate this Agreement immediately upon written notice if continued performance becomes impracticable or contrary to law.

SECTION 13. AMENDMENTS

This Agreement may be amended only by written instrument approved and executed by both Parties.

SECTION 14. NOTICES

Notices required under this Agreement shall be directed to:

City of Joliet

Director, Utilities Department
150 W. Jefferson Street
Joliet, Illinois 60432

Joliet Park District

Executive Director
3000 W. Jefferson Street
Joliet, Illinois 60435

SECTION 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all prior discussions, understandings, or agreements relating thereto.

CITY OF JOLIET

By: _____
H. Beth Beatty, City Manager

Date: _____

Attest: _____

City Clerk

JOLIET PARK DISTRICT

By: _____
President, Board of Commissioners

Date: _____

Attest: _____

Secretary, Board of Commissioners