

**MCHENRY COUNTY CONSERVATION DISTRICT
RESOLUTION #20-73**

**AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (LICENSE)
BETWEEN THE ILLINOIS NATURE PRESERVES COMMISSION AND
THE MCHENRY COUNTY CONSERVATION DISTRICT
RELATED TO OFFICE SPACE USAGE AT LOST VALLEY VISITOR CENTER**

WHEREAS, the McHenry County Conservation District (hereinafter referred to as the "District") and the Illinois Nature Preserves Commission (hereinafter referred to as the "INPC"), are units of government authorized to contract with each other and otherwise agree amongst themselves and undertake certain transactions with each other; and

WHEREAS, the District owns and manages property commonly known as Glacial Park Conservation Area; and

WHEREAS, the Glacial Park Conservation Area includes a building commonly known as Lost Valley Visitor Center; and

WHEREAS, the INPC desires that its staff continue to be able to access and utilize office space in the Lost Valley Visitor Center to effectively advance the goals of the Illinois Nature Preserves Commission; and

WHEREAS, the parties hereto have determined that it is in the best interest of the public for the entities to cooperatively work together to support the preservation of the natural resources of northern Illinois;

WHEREAS, all parties have reached agreement as to the terms of the license which grants the INPC exclusive use and occupancy of approximately 180 square feet of office space on the second floor of the Lost Valley Visitor Center for the sole purpose of conducting the business of the Illinois Nature Preserves Commission as depicted in the Intergovernmental License Agreement in Exhibit A and attached to and made a part of this Resolution.

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the District that it is necessary, desirable, and in the best interest of the District to authorize the execution of the Intergovernmental Agreement (License Agreement), and the President and Vice President of the Board of Trustees are hereby authorized to execute this resolution and the Executive Director is authorized to execute said First Amendment to an Intergovernmental Agreement.

IN WITNESS WHEREOF, this Resolution #20-73 has been executed this 25th day of August, 2020, by the President and attested by the Secretary of the Board of Trustees of the District.

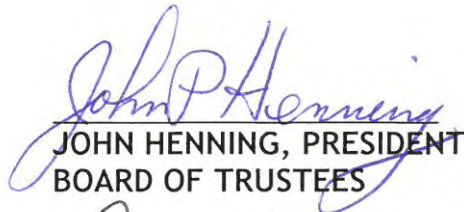
Ayes: 6

Nays: 0

Absent: 0

Abstain: 0

Vacant: 1



JOHN HENNING, PRESIDENT
BOARD OF TRUSTEES



CAROLYN CAMPBELL, SECRETARY
BOARD OF TRUSTEES

INTERGOVERNMENTAL AGREEMENT
GRANTING A LICENSE FOR FACILITY USE

THIS INTERGOVERNMENTAL AGREEMENT GRANTING A LICENSE FOR FACILITY USE (hereinafter referred to as the "Agreement") made and entered into this 25th day of August, 2020 by and between the **MCHENRY COUNTY CONSERVATION DISTRICT** (hereinafter referred to as the "CONSERVATION DISTRICT"), and the **ILLINOIS NATURE PRESERVES COMMISSION** (hereinafter referred to as the "COMMISSION");

WITNESSETH:

WHEREAS, the CONSERVATION DISTRICT has the authority to enter into this Agreement pursuant to the Illinois Conservation District Act (70 ILCS 410/1-19); and

WHEREAS, the COMMISSION and the CONSERVATION DISTRICT, as public agencies, have the authority to enter into this Agreement pursuant to Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (20 ILCS 220/1-16); and

WHEREAS, the COMMISSION was established pursuant to the Illinois Natural Areas Preservation Act (525 ILCS 30/1-26) to effectuate the purposes of said Act and the CONSERVATION DISTRICT desires to actively cooperate with and support their efforts; and

WHEREAS, the COMMISSION desires that its staff be able to access and utilize office space in a building owned by the CONSERVATION DISTRICT, commonly known as Lost Valley Visitor Center, located at 7210 Keystone Road, Richmond, IL in order to effectively fulfill the purposes of the Illinois Natural Areas Preservation Act; and

WHEREAS, the parties desire to enter into this Agreement to memorialize the terms under which the COMMISSION will be granted a license for the use of said office space by Commission staff;

NOW, THEREFORE, for and in consideration of the mutual covenants hereincontained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **RECITALS.** The recitals are hereby incorporated by this reference.
2. **THE LICENSE.** Subject to the terms and conditions of this Agreement, the COMMISSION is hereby granted a license allowing certain staff serving the COMMISSION, as identified in Paragraph 4 herein, to exclusively use and occupy two workstations as office space on the second floor of the Lost Valley Visitor Center, said workstations being depicted as **Area 1** and **Area 2** on **Exhibit A** attached hereto, for the sole purpose of conducting business of the COMMISSION. For the purpose of this Agreement, the license granted includes the non-exclusive use of common areas and

kitchen appliances within the Lost Valley Visitor Center; however that right shall be subordinate to the needs of the CONSERVATION DISTRICT and subject to limitation as determined by the CONSERVATION DISTRICT in their sole and absolute discretion. The license does not grant any right to occupy or use any portion of the building as a tenant or lessee at law, in equity or otherwise, or in a manner which is inconsistent with the terms and conditions of this Agreement.

3. **TERM.** The term of this Agreement and the license hereby granted shall be for a three year period, more or less, and shall commence immediately upon its full execution and shall expire on August 31, 2023. The term may be extended by mutual written agreement of the parties.
4. **ACCESS.** The following individuals who serve as staff for the COMMISSION will receive instruction regarding the security system and procedures for the building and will be granted keys/codes for access to the facility: John C. Nelson and one intern to be named by the COMMISSION pursuant the notice requirements of Paragraph 20 herein, and subject to change from time to time.
5. **UTILITIES, EQUIPMENT AND SUPPLIES.** The CONSERVATION DISTRICT will be responsible for all utility costs necessary for the normal operations of the Lost Valley Visitor Center, including those associated with lighting, heating, air conditioning, and internet service. The COMMISSION will be responsible for any costs associated with the installation and service charges associated with any dedicated telecommunication equipment or wiring deemed necessary for their operations, the installation of which may only be done with the prior written approval of the CONSERVATION DISTRICT. The COMMISSION will also provide any and all office supplies and equipment needed for COMMISSION staff to conduct their business.
6. **MAINTENANCE.** The CONSERVATION DISTRICT shall be responsible for the routine maintenance and cleaning of the building, grounds, access drive and parking areas including snow plowing, however, the CONSERVATION DISTRICT shall have no obligation to the COMMISSION to repair or rebuild the building, access drive or parking areas should they become damaged and unusable for any reason.
7. **USE.** The COMMISSION agrees that it will not commit waste within any areas subject to the license and will not allow the areas to be used for any purpose other than that hereinbefore specified.
8. **TERMINATION.** This Agreement may be terminated by either party by giving the other party written notice 30 days prior to termination.
9. **AS-IS CONDITION.** The CONSERVATION DISTRICT makes no warranties, either express or implied, regarding the condition of the building or its suitability for the specific purposes associated with the use and occupancy granted by this Agreement. The COMMISSION and/or COMMISSION staff have inspected the building and agree to use the building as is.

10. **RIGHT OF ENTRY.** The CONSERVATION DISTRICT shall have the right to access all areas subject to this license at all times in the event of a real or perceived emergency and at reasonable times for management purposes.
11. **SEPARATION OF OPERATIONS.** The parties agree that the programs and operations of the parties to this Agreement are to function as completely separated entities, with no overlap of authority, duties or responsibilities other than those contained in this Agreement.
12. **TORT LIABILITY of the PARTIES.** To the extent allowed by law, it is the intention of the parties to this Agreement that each party will be responsible only for its own acts or omissions and the results thereof (whether based in negligence, recklessness or willfulness), and neither party shall be responsible for the negligent, reckless or willful acts or omissions of the other party and the results thereof. Each party will therefore assume all risks and liability to itself, its agents and employees, for any injury to persons or property resulting from actions or operations of itself, its agents or employees and for any loss, cost, damage or expense resulting at any time from any and all causes due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own employees or agents to this Agreement. It is the further intention of this Agreement that where both parties are found to share liability, the degree of each party's liability shall be limited to its degree of culpability. The torts liability of both parties will be determined by applicable federal and state laws.
13. **SECURITY AND CUSTODY.** The COMMISSION will adhere to CONSERVATION DISTRICT regulations and policies relating to security, health, safety and emergency situations. The COMMISSION is solely responsible for the safety and security of its vehicles and equipment, and for taking whatever security measures may be warranted for the safety and protection of any and all COMMISSION property stored at the facility. The CONSERVATION DISTRICT shall not be responsible for safeguarding any COMMISSION property stored at the facility. Said vehicles and equipment shall be in the sole care, custody and control of the COMMISSION during the terms of this agreement. Further, this Agreement is not intended to establish, create, or impose joint ownership, care, or control of the vehicles, equipment, or any other COMMISSION property. The COMMISSION understands and agrees that the CONSERVATION DISTRICT shall not be responsible for lost, stolen, or damaged equipment, parts, or other items.
14. **WAIVER.** Failure or delay on the part of either party to exercise any right, power, privilege, or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless in writing. Waivers of a specific failure or delay shall not be construed as a general waiver.

15. **SEVERABILITY.** The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.
16. **AUTHORIZED SIGNATURES/EFFECTIVENESS.** The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind the COMMISSION and the CONSERVATION DISTRICT, and the Agreement shall not be effective until fully executed and delivered to both Parties.
17. **RIGHTS OF THIRD PARTIES** 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. Nothing in this Agreement shall be construed or interpreted in any way as a waiver, express or implied, of any common law and/or statutory privileges and/or immunities of the CONSERVATION DISTRICT as to any claim, cause and/or cause of action of any kind whatsoever.
18. **ASSIGNABILITY.** The COMMISSION shall have no authority or power to sell, transfer or assign this License or any interest therein, nor any power or authority to permit any other person or party to have an interest or use any part of the CONSERVATION DISTRICT property covered by this Agreement, for any purpose whatsoever, it being the intention of this License to grant the privilege solely to the COMMISSION and neither directly nor indirectly to any other party. Any attempt to assign the license herein granted shall cause the Agreement to become null and void.
19. **APPLICABLE LAW: VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any lawsuits shall be in McHenry County, Illinois.
20. **NOTICES.** All notices, demands, and requests required or permitted hereunder shall be deemed to have been sufficiently given if mailed by certified mail, return receipt requested, or delivered by courier as follows:

If to the CONSERVATION DISTRICT:

MCHENRY COUNTY CONSERVATION DISTRICT
18410 U.S. Highway 14
Woodstock, Illinois 60098
Attn: Elizabeth S. Kessler, Executive Director

If to the COMMISSION:

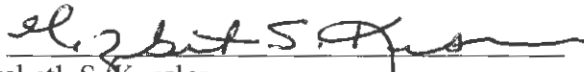
ILLINOIS NATURE PRESERVES COMMISSION
One Natural Resources Way
Springfield, Illinois 62702-1271

Attn: Chris Young
Director, Office of Resource Conservation
Illinois Department of Natural Resources

21. **ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.
22. **COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and all said counterparts together shall be deemed to be a single instrument. Facsimile or .pdf signatures of any signatory hereto shall be sufficient and shall be as fully binding and enforceable as an original for all intents and purposes.

IN WITNESS WHEREOF, the COMMISSION and the CONSERVATION DISTRICT have caused this Agreement to be executed as of the date first above written at Woodstock, Illinois.

MCHENRY COUNTY CONSERVATION DISTRICT

By: 
Elizabeth S. Kessler
Executive Director

ILLINOIS NATURE PRESERVES COMMISSION


By: 
Chris Young
Director, Office of Resource Conservation
Illinois Department of Natural Resources

Exhibit A

