

ADMINISTRATIVE AGREEMENT

Between the

THE HEART OF ILLINOIS SPECIAL RECREATION ASSOCIATION (HISRA)

And

THE PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, ILLINOIS

January 1, 2023

The purpose of this agreement is to utilize the administrative resources available through the Pleasure Driveway and Park District of Peoria, Illinois (hereinafter "PPD") to carry forth financial and administrative functions on behalf of the HISRA, following the HISRA Agreement and By-Laws approved by the Morton, Chillicothe, Washington and Peoria Park Districts.

TERMS OF THE ADMINISTRATIVE AGREEMENT

1. The PPD will maintain separate accounting records within the bounds of the PPD Accounting System for all HISRA financial transactions. Monthly statements will be issued by HISRA. Checks will be issued for payment of bills and to staff on the same schedule as the PPD schedule. The Treasurer of HISRA shall be the Treasurer of the PPD and as such shall sign all checks. The Peoria Park District will use depositories (financial institutions) and the types of accounts normally utilized in the conduct the PPD's financial business. All interest earned by HISRA funds will be credited to HISRA accounts.
2. Personnel, administrative and conduct ordinance policies and procedures of the PPD will be followed by HISRA and its staff (exception: preference in hiring qualified HISRA staff will be given to residents of Morton, Chillicothe,

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Washington and Peoria Park Districts.) The HISRA Executive Director shall be responsible for ensuring compliance with these requirements and failure to do so shall be grounds for immediate termination of this Agreement.

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3. HISRA employees will be considered employees of the PPD for purposes of Federal and State withholding, unemployment benefits, social security, health and dental insurance and life insurance. Direct costs of health insurance, dental insurance, life insurance, employer's share of IMRF and social security and unemployment benefits will be charged to HISRA funds. Effective January 1, 2014, and thereafter, the health Insurance premium contribution by HISRA employees shall be equal to that paid by PPD non-union employees.
4. Insurance (liability, property, workmen's compensation, health, dental and life) claims management will be provided by the PPD.
5. The Safety Statement and Loss Prevention Program of the PPD shall be considered the HISRA Safety Statement and Loss Prevention Program and all safety training normally provided to PPD employees shall be available to HISRA employees. (Direct costs of an extraordinary nature for safety training will be charged to HISRA, i.e., registration fees to attend a safety workshop or class).
6. PPD staff will assist HISRA staff whenever appropriate (i.e., planning, printing, maintenance services, marketing, community relations, safety, police services). Direct costs for supplies, equipment and contracted services used by HISRA shall be charged to HISRA.

7. In return for the aforementioned services provided to HISRA by the PPD, the PPD will assess an administrative charge equal to 10% of the HISRA operating budget. This rate is comparable to other administrative fees charged to other PPD departments, as well as other contracted services (i.e., City of Peoria, Detweiller Marina and Peoria County). This fee will be computed monthly and charged monthly. This fee, as all financial transactions, will be reported on each financial statement produced by the PPD.
8. HISRA shall be solely liable for any acts or omissions of HISRA, and any of its contractors, employees, staff, officers, officials, agents and volunteers.
9. To the fullest extent permitted by law, HISRA shall indemnify and hold harmless PPD and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from HISRA's business and activities, caused in whole or in part by any negligent or wrongful act or omission of HISRA, or any of its contractors, employees, staff, officers, officials, agents and volunteers, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. HISRA shall similarly protect, indemnify and hold and save harmless PPD, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of HISRA's breach of

any of its obligations under, or HISRA's default of, any provision of the Contract.

10. To the fullest extent permitted by law, PPD shall indemnify and hold harmless HISRA and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from PPD's business and activities, caused in whole or in part by any negligent or wrongful act or omission of PPD, or any of its contractors, employees, staff, officers, officials, agents and volunteers, or anyone directly or indirectly employed by any of them or anyone (excluding, however, acts or omissions of any HISRA staff) for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. PPD shall similarly protect, indemnify and hold and save harmless HISRA, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of PPD's breach of any of its obligations under, or PPD's default of, any provision of the Contract.

11. Unless terminated pursuant to Section 2 or this Section 11, this agreement shall be in effect from January 1, 2023 to December 31, 2024. This agreement shall be reviewed by HISRA staff and the Administrative District staff not less than 45 days prior to January 1 of the succeeding year. This agreement may be renewed only by action of the HISRA Board and the Administrative District Board. The agreement may be terminated by either party by giving 45 days' notice in writing

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to the Director of each agency participating in HISRA. Changes and/or modifications to this agreement shall require the approval of the HISRA Board and the PPD Board.

Approved by:

THE HEART OF ILLINOIS SPECIAL
RECREATION ASSOCIATION (HISRA)

THE PLEASURE DRIVEWAY AND
PARK DISTRICT OF PEORIA,
ILLINOIS (ADMINISTRATIVE
DISTRICT)

By: _____

By: _____

Its: _____

Its: _____

Attested by:

Date: _____

Date: _____