

**INTERGOVERNMENTAL AGREEMENT FOR THE PLANNING AND  
ADMINISTERING A MARATHON IN THE SOUTHWEST SUBURBAN AREA**

THIS INTERGOVERNMENTAL AGREEMENT for the planning and administering a marathon race within the southwest suburbs, including any exhibits hereto, is made and entered into as of February 22, \_\_\_\_\_, 2010, but actually executed by the governmental units on the dates set forth beneath the respective signatures of their duly authorized officials, by and between the City of Palos Heights and the Village of Palos Park.

**WITNESSETH:**

WHEREAS, State law authorizes the governmental units to enter into contracts or agreements with each other;

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) provides further authority for the governmental units to obtain and share services and to exercise or combine powers and functions not prohibited by law or ordinance; and

WHEREAS, the governmental bodies are ready, willing, and able to offer assistance for the planning, administering, establishing, and implementing a marathon race through their jurisdictions.

WHEREAS, the governmental bodies endeavor to create good will, notoriety, recognition, generate additional commerce for the southwest suburbs, and create public awareness of the Prostate Cancer Society, the Crohn's and Colitis Foundation of America, and the South West Special Recreation Association;

NOW, THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Palos Heights and the Village of Palos Park hereby agree, covenant, represent and undertake as follows:

**ARTICLE I**

1. A marathon race will be conducted by Running for Kicks, 7158 W. 127th St., Palos Heights, Illinois, owned and operated by Mel Diab.
2. The race shall be managed by Chicago Special Events Management Company in accordance with the agreement attached hereto as Exhibit A.

3. The route for the foot race is set forth in Exhibit B but is generally described as follows:

“The start and finish to the race will be at Parliament Drive on Route 83, which is in front of the Palos Heights Police Department Building. The race will go west and continue on Route 83 until just before Route 171. Approximately 100 yards prior to Route 171 is the Cook County Forest Preserve parking lot for Camp Sagiwau. The runners will turn around in the parking lot and head back to the finish line, again at Parliament Drive in front of the Palos Heights Police Department building, certified as 13.1 miles.”

## **ARTICLE II**

1. The City of Palos Heights will be the lead agency for the obtaining of all Illinois Department of Transportation permits. All necessary procedures will be followed per IDOT permit requirements. Such as, notifications, traffic control plan, established detour routes, signage, waste removal, etc. Also, this agreement will be used for the IDOT permit application as notification to permit and approve the race in each domain/area.

2. It is expected for Route 83 to be closed from 76th Avenue to Route 171 from approximately 5:00 a.m. to 12:00 p.m. noon. There is a three hour time limit on the race for all runners. Route 83 will be re-opened as soon as practicable with some parts of the race route opening prior to others.

## **ARTICLE III**

All residents and businesses on the race route will be notified with a flyer delivered to their home or place of business prior to the race. Also, various types of media will be used to advertise the race to inform people of the race that day. Business/property owners will be notified of the race and the use of their parking lot for that Sunday morning. Arrangements will be made for all residents/businesses to leave and enter their home/business.

## **ARTICLE IV**

Each of the participating governmental units shall be asked to cooperate and make available their services, grounds, vehicles, manpower, and equipment per individual agreement with race organizer Mel Diab, Running For Kicks. Any additional services, manpower, vehicles, and equipment needed to sufficiently accommodate the requirements of the race will be supplied by the race organizer, Running For Kicks, Mel Diab.

## **ARTICLE V**

All costs and expenses related to the race shall be the responsibility of the race organizer, Running for Kicks. There shall be no cost to the governmental units, with the exception of the use of property, police, equipment, vehicles and public works services as shall be mutually agreed and provided by each.

## **ARTICLE VI**


All governmental units shall be named as additional insured on the policy of insurance to be obtained by the race organizer. A Certificate of Insurance shall be given to each governmental unit. The insurance coverage will be \$2,000,000 for general liability and \$1,000,000 per incident.

## **ARTICLE VII**

All clean-up costs and functions shall be the responsibility of the race organizer.

**IN WITNESS WHEREOF**, each of the participating government units have duly executed this Agreement, pursuant to authority granted to them by their respective governing body on the date set forth beneath the signatures.

CITY OF PALOS HEIGHTS

BY:  Robert S. STRAZ  
MAYOR

ATTEST:

Thomas D. Kostas  
CITY CLERK  
By: Patricia M Sheppard  
Deputy Clerk

DATED: Feb. 22, 2010

VILLAGE OF PALOS PARK

BY:   
PRESIDENT/MAYOR

ATTEST:

  
VILLAGE CLERK

DATED: 02/22/10