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Contracts and Agreements Cover Page

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Contract Type: Intergovernmental Agreement

Contractor's Name: School District 135

Contractor AKA:

Start Date: March 9, 2009

End Date: August 15, 2011

Renewal Date:

Department: Recreation/Village Manager's Office

Department Contact: Nancy Flores/Ellen Baer

Contract Description: Intergovernmental agreement for use of outdoor facilities.

Copy to: Nancy Flores, Recreation Director
Village Manager's Office

**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK,
COOK AND WILL COUNTIES, ILLINOIS, AND ORLAND
SCHOOL DISTRICT #135, COOK COUNTY, ILLINOIS,
PROVIDING FOR USE OF OUTDOOR SCHOOL FACILITIES
FOR VILLAGE SCHEDULED RECREATIONAL PURPOSES**

This agreement is made and entered into this 9th day of March, 2009, between the Village of Orland Park, Cook and Will Counties, Illinois, a home rule municipal corporation, hereinafter referred to as the "Village" and Orland School District #135, Cook County, Illinois, an Illinois school district, hereinafter referred to as the "School District";

WHEREAS, the parties hereto are a unit of local government and school district and Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local governments and school districts to contact or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Chapter 5, Illinois Compiled Statutes, Act 220, Section 1, et seq., entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government or school district may be exercised jointly with another unit of local government or school district; and

WHEREAS, although the primary purpose of school outdoor facilities is for school-related activities for the children of the School District, there are times when outdoor facilities are not needed for school athletic and educational purposes; and

WHEREAS, the parties wish to provide for the Village use of School District outdoor facilities for park and recreational purposes at those times and locations when such facilities are not needed for School District purposes; and

WHEREAS, both the Village and the School District recognize that the use of outdoor School District facilities for park and recreational purposes requires coordination and communication, and the parties hereto agree to work with and cooperate with each other for the benefit of the residents and taxpayers of both the Village and School District, as well as other users of the outdoor facilities.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the parties hereto, it is agreed by and between the parties as follows:

SECTION 1. PREAMBLE

The preamble hereto shall be and hereby constitutes a part of this Agreement.

SECTION 2. AUTHORITY

This agreement is made pursuant to the above-cited provisions of the Illinois Constitution, the home rule powers of the Village and the laws of the State of Illinois, including the Intergovernmental Cooperation Act, the Illinois School Code and Illinois Municipal Code.

SECTION 3. DURATION AND IDENTIFICATION OF FACILITIES

This Agreement shall become effective upon the date set forth above and shall extend for a period ending August 15, 2011 unless sooner terminated in accordance with the provisions of this Agreement. This Agreement shall be effective with respect to the School District outdoor facilities.

SECTION 4. USES AND PURPOSES

For the duration of this Agreement the Village may schedule the use of such School District outdoor facilities for such sports and recreation purposes as are deemed necessary and appropriate by the Village for the use for which each facility was designed and for the benefit of Village recreation program participants including residents and taxpayers of Orland School District 135. The use of outdoor facilities scheduled by the Village shall be as set forth within this Agreement and limited and restricted by the Village within the context of this Agreement so as not to conflict in any way with the use of said outdoor facilities by the School District in conducting its public, educational and related programs.

SECTION 5. SCHEDULING OF USE OF FACILITIES

The Village Recreation and Parks Department shall provide the School District with a weekly schedule of events. The following guidelines shall govern the parties, and their respective staffs, in scheduling the use of facilities:

- (a) The outdoor facilities shall be used exclusively by the School District for outdoor physical education, recreation and related programs during regular school hours, regular school hours being identified as Monday through Friday, inclusive, from 6:00 a.m. to 6:00 p.m. (5:30 p.m. during the School District's spring baseball season). In addition, the School District shall have priority for the use of outdoor facilities for the purpose of conducting athletic events and practices after regular school hours. School District programs other than athletic events and practices may also be conducted after regular school hours. In all such instances, the School District shall notify the Village in a reasonable time (being a minimum of 48 hours in advance) and manner of its activity prior to such School District use. The 48 hours advance notice shall not apply in the event of a bona fide emergency as determined jointly by the Village Manager and School District Superintendent or designee.
- (b) All outdoor School District facilities will be scheduled by the Village Monday through Friday between 6:00 p.m. (5:30 p.m. in the spring for baseball) and 10:00

p.m. during the regular school year, with the exception of School District use scheduled by the Village prior to 5:30 p.m.

- (c) All Saturdays and Sundays will be scheduled by the Village with times beginning at 8:00 a.m. to 6:00 p.m. (with the exception of the Highpoint School fields adjacent to the John Humphrey Complex for which the ending time will be 10:00 p.m. to accommodate tournaments).
- (d) In the event the Village desires to schedule the use of School District facilities for a recreational event not previously scheduled, the Village shall be required to obtain prior approval of such activity from Superintendent of School District 135 or designee, provided the Village shall notify the School District of such proposed Village use a reasonable time in advance, being a minimum of at least 48 hours in advance. The Superintendent or designee may grant approval for such Village scheduled activity in the event there has been no other conflicting activity.
- (e) From the date of this Agreement the scheduling of use of School District outdoor facilities by the Village shall be the responsibility of, and coordinated by, the Village Director of Recreation and Parks and the School District's Superintendent or their designee(s).
- (f) A supervisor is defined as an individual employed by the Village or a designee for the Village for the express purpose of supervision who has no responsibility but supervision. Individuals employed by the Village as supervisors will have knowledge or training in the techniques of recreation program supervision and will be of sufficient maturity to solve problems presented by either adults or children utilizing the School District's facilities for Village activities. No Village activities will occur without the presence of an individual designated by the Village as having supervisory responsibility. Village employed supervisors will be trained and required to follow AED emergency procedures. No Village employed supervisor will leave the premises until all children participating in the Village activity have safely left the premises with an adult. Organizations other than the Village which are scheduled by the Village for the use of school outdoor facilities will be advised in writing by the Village of their supervisory responsibilities. Finally, it is understood that the School District shall have no supervisory responsibilities for and during the use of School District outdoor facilities scheduled by the Village.
- (g) The Village shall not allow anyone to work or volunteer in its program whose criminal background check reveals items that would prohibit him/her from working with children under Illinois law or reveals other criminal convictions which call into question such individual's fitness to work with children.
- (h) The Village shall require that all persons or groups which are scheduled by the Village to use School District outdoor facilities shall provide appropriate supervision for all participants and spectators. In the event that such supervision

does not exist, use privileges will be terminated. The Village and School District shall, through their designees and at least three months in advance of the end of the regular school year, identify and agree (in writing) on the times and locations for Village scheduled use of School District outdoor facilities.

- (i) The Village agrees to repair any damages to School District facilities or property caused by the Village's use of such facilities or to replace any equipment so damaged which is beyond repair taking into consideration normal wear and tear. Groups scheduled by the Village to use School District outdoor facilities shall be required by the Village to add the School District as an additional insured under such groups' property damage insurance policies.

SECTION 6. NO PAYMENTS REQUIRED

The Village will not be required to remit any funds for use of outdoor facilities to the School District.

SECTION 7. MAINTENANCE OF PLAYGROUND EQUIPMENT

The Village, through its Recreation and Parks Department staff, will be responsible for periodic safety checks, maintenance and repairs of all School District playground equipment. Written copies of all safety checks will be sent to the School District's Superintendent and the Principal for each school affected. If vandalism to such playground equipment occurs not directly caused by the Village or its agents, a claim for the cost of repair thereof shall be made through the School District's property insurance carrier. The Village shall keep and maintain written annual expense reports for the maintenance and repair of playground equipment as well as safety surface replacement for each of the School District facilities and such reports will be provided by the Village to the School District at the annual Scheduling Meeting. The School District shall reimburse the Village for one-half (1/2) of the cost of all parts incurred by the Village in the maintenance and repairs of the playground equipment. The Village shall bear all labor costs related thereto. In the event the School District's share of the cost of such pre-scheduled maintenance and repairs shall be estimated to exceed \$2,000.00 in any fiscal year of the Village (October 1st through September 30th in 2008/2009 and calendar years thereafter), the School District shall be notified in writing by the Village, and, with its concurrence, the School District shall provide prior written consent to such repairs and reimbursement.

SECTION 8. CAPITAL IMPROVEMENTS TO OUTDOOR FACILITIES

As used herein, the term "capital improvements" shall refer to all improvements, replacements or renovation of playground equipment, playground surfaces, backstops, basketball standards, etc. beyond normal maintenance and repairs referred to in Section 7 above. All costs for such capital improvements shall be shared equally by the Village and the School District unless otherwise mutually agreed by the parties. On or before February 15th of each year of this Agreement, each party shall submit to the other written recommendations of proposed capital improvements to the School District sites and facilities. No capital improvements shall be made to such facilities without prior written approval therefore given by the governing bodies of both

the School District and the Village. On or before March 15th of each year of this Agreement, the representatives of the parties hereto shall give written approval of all capital improvements to be made to the facilities. The Village and School District shall each thereafter budget/appropriate sufficient funds to accomplish the agreed-upon capital improvements. Upon the expiration of the term of this Agreement, all capital improvements installed pursuant to this Agreement shall become the property of the School District.

SECTION 9. TURF MAINTENANCE

The Village shall be fully responsible for turf renovation and maintenance (mowing, seeding, fertilizing and cleaning) of all large open space areas. The School District shall be responsible for the turf renovation and maintenance, including debris removal, of all turf areas immediately surrounding each of the schools. In order to be in compliance with the Illinois Lawn Care Products Application and Notice Act, the School District must be notified prior to applying any lawn treatment to School District property. Any lawn treatment must be applied by a licensed applicator operator to be compliant with legal requirements.

SECTION 10. CANCELLATION

Either party may cancel this Agreement as to all or any one of the outdoor facilities provided written notice is given by the canceling party to the other party at least one year prior to the effective date of such cancellation. In the event of cancellation, the parties hereto shall agree that the Village may remove all removable capital improvements installed pursuant to the terms of this Agreement upon the effective date of cancellation with respect to the School District facilities affected by such cancellation, with the Village being fully responsible for the repair of any damage to School District property occasioned by such removal, and the Village shall reimburse the School District for the School District's share of the cost of purchase and installation of such capital improvements less ten percent (10%) thereof for each year or fraction of a year that such capital improvements have been in place up to the effective date of cancellation.

The parties agree that any and all capital improvements installed by the Village or School District property prior to the date of this Agreement are and shall remain the sole property of the School District and shall not be the subject of any future request for reimbursement by the Village upon the expiration or earlier cancellation of this Agreement.

SECTION 11. CONCESSIONS

Concessions may be operated or maintained by the Village in conjunction with its use of outdoor School District facilities. However, the Village agrees that the use of concessions will be kept to a minimum and in no case used for private profit unless specifically approved by the School District. At no time will the use of alcohol, illegal drugs and/or tobacco be allowed on School District property.

SECTION 12. PROHIBITION OF ASSIGNMENT

The Village may not assign, transfer, rent or sublease any of the outdoor facilities to be used by the Village pursuant to the terms of this Agreement without the prior expressed written consent of the School District. It is understood, however, that the Village may authorize use of School District outdoor facilities reserved to the Village pursuant to the terms of this Agreement by local not-for-profit organizations such as the Orland Youth Association, as well as other organizations and groups reserving or using Village park and recreational facilities in accordance with the custom and practice of the Village. In this connection, the Village may charge such user fees as are customarily charged by the Village to such organizations and groups as they are established from time to time by the Village. In the case of each authorized use, the Village shall require that authorized groups or persons provide evidence of adequate insurance and appropriate supervision of participants and spectators.

SECTION 13. INDEMNIFICATION

The Village shall indemnify, defend and hold harmless the School District from any claim against the School District for property damage or personal injury or death or any other claims, demands or actions arising out of any alleged wrongful act or omission on the part of the Village in connection with the performance of the Village's duties and obligations under this Agreement or use of the facilities. The words "claim" or "claims" as used in this section include, but are not limited to, reasonable attorney fees expended by the School District, and the cost and expenses of litigation or settlement arising from any such claim. For the purposes of this section, the School District includes the Board of Education, its members, employees, officers and agents in their official and individual capacities. In this connection, each party shall name the other party as an additional insured party on each party's general liability insurance policy and, upon request, each party shall provide the other party with evidence of such insurance coverage.

Likewise, the School District shall indemnify, defend and hold harmless the Village from any claim made against the Village for property damage or personal injury or death or any other claims, demands or actions arising out of any alleged wrongful act or omission on the part of the School District in connection with the performance of the School District's duties and obligations under this Agreement or use of the School District facilities. For the purposes of this section, the Village includes the Board of Trustees of the Village, and its members, employees, officers and agents in their official and individual capacities. In this connection, each party shall name the other party as an additional insured party on each party's general liability insurance policy and, upon request, each party shall provide the other party with evidence of such insurance coverage.

SECTION 14. RIGHT TO CURE

In the event of an alleged breach of any term of this Agreement by one party, it shall be the obligation of the other party to provide written notice of such alleged breach and the party alleged to have breached the Agreement shall be allowed a reasonable time to cure the alleged breach. The reasonableness of the time within which such alleged breach is to be cured shall be determined by the circumstances and nature of the alleged breach but shall not exceed thirty (30)

days. If the alleged breach is not cured within a reasonable time, this Agreement shall, at the election of the party giving notice of such breach, be terminated (except for the obligations of each party to indemnify, defend and hold harmless the other party from and against any claims as provided in this Agreement) and the rights of the parties upon such termination shall be as set forth herein as if the Agreement and expired by the passage of time.

SECTION 15. NOTICES

Any notice provided for herein shall be given by personal delivery or by registered or certified mail, return receipt requested:

If to the Village:
Village of Orland Park
Orland Park Village Hall
14700 S. Ravinia Avenue
Orland Park, Illinois 60462
Attn: Village Manager

If to the School District:
Orland School District No. 135
15100 South 94th Avenue
Orland Park, Illinois 60462
Attn: Superintendent

SECTION 16. PRIOR AGREEMENTS

The Village and the School District agree that any Lease Agreement made and entered into by the parties and the Intergovernmental Agreements made and entered into governing the Village's use and permitted use of the School District's facilities, shall for all purposes be superseded and replaced by the instant Agreement effective on the date set forth on page 1 hereof, without further notice.

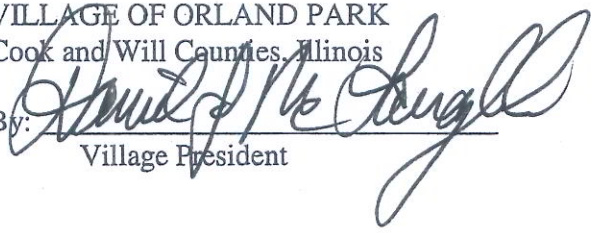
SECTION 17. AMENDMENT

This Agreement shall only be amended by a written instrument approved and signed by all parties hereto. Such amendment shall take effect immediately upon its execution.

IN WITNESS WHEREOF, the Village and the School District have caused this Agreement to be executed by their duly designated officers the date and year set forth on page 1 hereof.

VILLAGE OF ORLAND PARK
Cook and Will Counties, Illinois

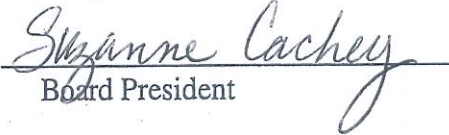
By:


Village President

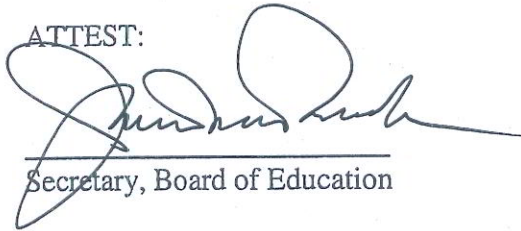
ATTEST:


Village Clerk

ORLAND SCHOOL DISTRICT NO. 135
Cook County, Illinois

By: 
Board President

ATTEST:


Secretary, Board of Education