

SUGAR GROVE PARK DISTRICT

RESOLUTION #12-03

**A RESOLUTION FOR THE INTERGOVERNMENTAL AGREEMENT
BETWEEN KANELAND COMMUNITY UNIT SCHOOL DISTRICT #302
AND THE SUGAR GROVE PARK DISTRICT**

**Adopted by the
President and Park Board
of the
Sugar Grove Park District
this 11th day of June, 2012**

Published in pamphlet form
By the authority of the President and the Park Board of the
Sugar Grove Park District
this 11th day of June, 2012.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
KANELAND COMMUNITY UNIT SCHOOL DISTRICT #302 AND
THE SUGAR GROVE PARK DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT is by and between Kaneland Community Unit School District #302 (hereafter "School") and the Sugar Grove Park District (hereafter "Park").

ACKNOWLEDGEMENTS

School and Park acknowledge that:

- A. School and Park are existing governmental bodies duly organized in accordance with the applicable laws of the State of Illinois.
- B. The parties hereto are lawfully empowered and authorized to enter into this Agreement by provisions of the statutes of the State of Illinois.
- C. The goal of this Agreement is to provide for the combined use of School and Park facilities that can ensure the best tax dollar usage for all residents of the school district, as well as those living in the Sugar Grove Park District. Where practical, the establishment of this combined use of property and equipment can eliminate dual operations.

AGREEMENT

In consideration of the mutual promises contained herein, the School and Park agree as follows:

- 1. Acknowledgements. The Acknowledgements are part of this Agreement.
- 2. Agreement Coverage. This Agreement shall cover those schools, buildings and lands in the Kaneland Community Unit School District #302 and/or the Sugar Grove Park District as agreed upon by both parties.

3. Insurance. It shall be the responsibility of each part to this Agreement to carry complete insurance on their respective properties. Each shall carry at least Two Million Dollars (\$2,000,000.00) of liability insurance per individual per occurrence. Each party will be responsible for insuring their respective equipment and/or buildings for which they have title and will name the other party as an additional insured for liability purposes. Each shall provide to the other, annually, certificates of said insurance.

4. Indemnification and Hold Harmless.

A. School and its successors and assigns shall indemnify, defend, and hold harmless Park and its successors and assigns, from and against and in respect of any and all third party claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, reasonable attorneys' fees and costs, that Park may incur or suffer, which arise, result from, or relate to:

- i. Damages to property or personal injury caused by the negligence or willful acts of School or any of its employees or agents; or
- ii. The breach by School of any of its representations and warranties set forth in this Agreement; or
- iii. The failure of School to perform any of its obligations under this Agreement.

B. Park and its successors and assigns shall indemnify, defend, and hold harmless School and its successors and assigns, from and against and in respect of any and all third party claims, demands, losses, costs, expenses, obligations, liabilities,

damages, recoveries, and deficiencies, including interest, penalties, reasonable attorneys' fees and costs, that School may incur or suffer, which arise, result from, or relate to:

- i. Damages to property or personal injury caused by the negligence or willful acts of Park or any of its employees or agents; or
- ii. The breach by Park of any of its representations and warranties set forth in this Agreement; or
- iii. The failure of Park to perform any of its obligations under this Agreement.

5. Utilities. Utilities for normal operation of the site shall be paid for by the School.

Normal lighting of the school buildings, parking areas, streets and sidewalk/pathways shall be paid for by the School. Utilities and lighting other than for normal operations of the School's sites, buildings, parking areas, streets, sidewalks/pathways shall be paid for by Park.

6. Custodial Services. Custodial service within the hours normally required inside the school building shall be furnished and paid for by the School. Extra custodial services required by the Park District's programs shall be paid for by the Park District.

7. Responsibilities of Both Parties.

The Park shall be responsible for:

- A. Mowing the entire School/Park site from April through November at John Shields Elementary School and lands included in the Harter Community Park located at Harter Middle School; maintaining all mature shade trees within areas used by the Park for programs; and providing trash pickup, cleaning and

general aesthetics of detention areas, athletic fields, concession stand and playground areas used by the Park, including all other areas where trash and debris may have blown.

B. Granting to the School the use of facilities in Park buildings when facilities are not in use for Park activities.

C. Snow removal from driveways and sidewalks within Harter Community Park.

School shall be responsible for:

A. Snow removal from parking lots, driveways, and sidewalks.

B. Granting to the Park the use of specified toilet facilities, gymnasiums and multi-purpose space in said School buildings when facilities are not in use for School activities.

8. Harter Community Park Development. This section specifies the details of the development of Harter Community Park by the Sugar Grove Park District at Kaneland Harter Middle School, Sugar Grove, IL.

A. All agreements set forth in the intergovernmental agreement are applicable to this section with the exception of the Term of Agreement. The Park and the public through the Park will have the right to use Harter Community Park for a period of not less than 99 years within the terms of this agreement.

B. All Park District development plans should be presented to and approved by the School at least 90 days prior to the beginning of construction.

C. The School will obtain a construction permit through the Regional Office of Education.

- D. The School and Park will jointly obtain a construction permit through the Village of Sugar Grove.
 - E. No permanent lighting shall be installed at Kaneland Harter Middle School without prior approval from School.
 - F. The Park shall ensure that parking occurs only in designated parking areas during Park use, which designated park areas shall have been approved by the School.
 - G. The Park shall ensure that all emergency lanes remain open and accessible at all times during Park use.
 - H. The Park shall be responsible for mowing and maintaining the property at Harter Community Park at all times.
 - I. The Park shall be responsible for construction and maintenance of all utilities installed to support Harter Community Park.
 - J. The Park and School shall be mutually responsible for the maintenance of the washrooms located directly across the service drive at Harter Community Park.
9. Facility Usage. School and Park recognize the need for mutual planning for facility usage. The School and Park will meet at least annually and will attempt to have an annual schedule for facility usage. The annual meeting shall be held on or before July 15, and at that meeting, each party shall provide the other with its schedule for facility usage for the coming year. By August 30, each party shall inform the other of its required uses for the coming year. By September 15, a schedule including both School and Park uses for the School year shall be approved by the parties. Thereafter, any new or additional uses shall be mutually agreed to by the parties

within the framework of the guidelines hereafter set forth. The guidelines for facility usage shall generally be as follows:

A. The School needs shall have first priority, the Park needs shall have second priority. Other parties' requested use of buildings shall be approved after School and Park needs are met. The designated facilities shall be available for activities when not used or needed for purposes of the party owning the facilities.

B. For schools located outside of the Sugar Grove Park District, the School reserves the right to schedule other groups before the Park.

10. Facility Supervision. Supervision of activities shall be completely the responsibility of the organization using the particular area. It will be responsible for complete supervision of the group, keeping the group in the assigned area, and providing security for the facility being used. Unless arrangements are made in advance to change the areas being used, the party using an assigned area shall use only the area contracted for use. All areas being used shall be left as they were found prior to the activity. (Example: Supervisors shall make sure participants clean up litter and supervisors shall insure all lights are turned off.) Each party to the Agreement shall abide by the policies of the owner of the particular property and/or buildings being used. The parties recognize the need for strong facility supervision. The parties mutually shall develop guidelines for the supervision on School/Park sites, particularly the gym and multi-purpose room. The guidelines also shall govern third parties' usage of the School/Park site.

11. Facility Damage. Property damage (which is other than ordinary wear and tear) shall be paid for by the taxing body using the facility at the time it occurs. Each party shall notify the other party within twenty-four (24) hours when there is any property damage. Special attention to this requirement should occur during school vacations. Property damage occurring when neither party is using the facility shall be the financial responsibility of the party owning the facility.

12. New School Sites. Whenever School decides to develop any site or building for a school within Sugar Grove Township, the School and Park shall discuss the opportunity to have that site become part of this Agreement, or the subject of a separate agreement negotiated and mutually agreed to by School and Park. Whenever Park decides to develop any site or building located within School district boundaries, the Park and School shall discuss the opportunity to have that site become part of this Agreement, or the subject of a separate agreement negotiated and mutually agreed to by School and Park.

13. Sale of Property. If either party decides to sell all or any portion of land covered by this Agreement, which land they originally purchased, received through land/cash, received through a donation from an individual, corporation, a state, or any other source, that party must notify the other party in writing so that the latter has at least a 90-day notice prior to closing. It is further understood that the non-selling party shall have first option to buy the land and improvements, at a price equal to the fair market value, provided the non-selling party exercises said option within 30 days of its receipt of notice of sale. Improvements which are removable (e.g., playground equipment) may be removed by the original purchaser of such improvements if the

party elects not to exercise its option to purchase the site. If such removal occurs, the facility and grounds shall be returned to their original condition. The non-selling party may purchase the property, but only if it intends to use the property for public purposes related to the public mission, and may not purchase the property in order to resell the property for profit.

14. Term of Agreement. This Agreement shall remain in force unless and until cancelled in accordance with provisions of this Agreement. This Agreement shall be mutually reviewed regularly by the parties to ensure that each party is cognizant of details of the total operation of this Agreement. It is assumed that it will be the desire of each of the parties to work toward insuring the Agreement to continue. However, if either of the parties feels, after due consideration, that it is best to discontinue the Agreement or to remove a School site from this Agreement, the Agreement may be cancelled by either party through a 180-day notice in writing signed by the President and Secretary of the respective Board desiring to terminate the Agreement. Improvements which are removable (e.g., playground equipment) may be removed by the original purchaser of such improvements if the party elects not to exercise its option to purchase the site. If such removal occurs, the facility and grounds shall be returned to their original condition.

15. Binding Agreement. This Agreement supersedes any previous School/Park agreement entered into by the parties, and shall be binding upon, and insure to the benefit of, the parties hereto and their successors. No change, modification, or amendment to this Agreement shall be valid unless reduced to writing, approved by

the Boards of both Park and School, and executed by the respective Board officers
and attested to by the Secretaries.

DATED this _____ day of _____, 2012.

KANELAND SCHOOL DISTRICT #302

SUGAR GROVE PARK DISTRICT

President

President

ATTEST:

Secretary

Secretary

6/11/2012