

3/31/95

24-R-95

A RESOLUTION

Amending the Agreement Between  
District 65 and the City of Evanston  
For Use of Facilities

WHEREAS, Resolution 60-R-91 authorized the City to enter into an intergovernmental Agreement with Community Consolidated School District No. 65 ("School District") whereby the School District would provide certain buildings and facilities for the City's recreational programs; and

WHEREAS, the Agreement has operated to the mutual benefit of the City, the School District, and the citizens of Evanston, such that its continuation is appropriate; and

WHEREAS, The City and the School District desire to amend the Agreement to provide for the City to perform certain landscaping services to offset charges imposed by the School District pursuant to the Agreement; and

WHEREAS, such an amendment will benefit the citizens of Evanston; and

WHEREAS, an Amended Agreement has been prepared in order to achieve the above mutual goals, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

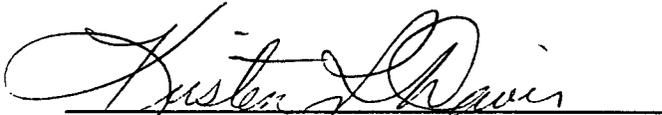
SECTION 1: That the City Manager of the City of Evanston is hereby authorized and directed to enter into an Amended Agreement with School District 65 to share certain School District buildings and facilities, the City's payment therefor to be offset

by the performing of the landscaping services described in the Amended Agreement. This Amended Agreement shall be in substantial conformity to the First Amended Evanston/School District No. 65 Facility Use Agreement attached hereto and incorporated herein as Exhibit A.

SECTION 2: That this Resolution shall be in full force and effect following its passage and approval in the manner required by law.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

Adopted: April 17, 1995

First Amended Evanston/School District  
No. 65 Facility Use Agreement

NOW COME the parties, Community Consolidated School District No. 65, Cook County, Illinois ("District") and the City of Evanston, an Illinois municipal corporation ("City"), and hereby amend their July 15, 1991 Agreement for City Department of Parks/Forestry and Recreation use of certain District facilities, pursuant to paragraph 10 thereof:

WHEREAS, the District and the City are "units of local government" as defined under Article VII, Section 10, of the Constitution of Illinois of 1970 and are "public agencies" under Paragraph 2 of the Intergovernmental Cooperation Act 5, ILCS, 220/1, et seq.; and

WHEREAS, the City has requested that the District afford the City's Department of Parks/Forestry and Recreation limited access on a priority basis to the District's school facilities and playgrounds to aid the City in its effort to conduct recreational programs and other department activities; and

WHEREAS, the District has indicated its willingness to grant the City limited access on a priority basis to certain of its school facilities and playgrounds to operate such recreational programs and activities when they are not otherwise needed for educational programs; and

WHEREAS, the District is desirous of having certain landscaping services performed at Washington, Dawes, Nichols, King Lab, Walker, and Chute Schools; and

WHEREAS, the City is desirous of performing said certain landscaping services in

exchange for a reduction of rental fees for its Department of Parks/Forestry and Recreation use of District facilities; and

WHEREAS, the City and the District have determined that this intergovernmental agreement (hereinafter the "Agreement") will aid their governmental objectives and is for their mutual benefit and the benefit of the citizens of Evanston,

NOW, THEREFORE, IT IS AGREED as follows:

1. This Amended Agreement incorporates all provisions of the July 15, 1991 Agreement it amends, except those provisions which are modified hereby or which are added anew or which are deleted.
2. The Program. The District shall provide the City and its Department of Parks/Forestry and Recreation use of certain of its school facilities and playgrounds, or portions thereof (hereinafter the "Premises"), which are described and identified in the attached Exhibit A, at mutually agreeable times in the manner set forth in paragraph 5 for purposes of operating recreational programs and services for the benefit of the City's residents and other authorized individuals (hereinafter the "Programs").
3. Loss of Use for Causes Beyond Control.
  - A. The District shall not be responsible for the obligations undertaken hereunder where it becomes impossible or impractical to maintain and operate the Premises due to any cause beyond its control, including, but not limited to, acts of God or public enemies, acts or restrictions of the government, civil disturbances, fires, floods, strikes, lock-outs and shut-downs.

B. In the event the District performance hereinunder becomes impossible or impractical, as provided in para. 3.A., the City's obligations shall cease.

4. City's Use of School Facilities. All Programs and related activities must be prearranged and approved by the District, as to time allowing a week to ten (10) days for the paperwork to be completed. The City will be given first priority in facility scheduling, after the District's activities are planned and scheduled. In the event other person(s) seek to use a particular space at the same time as the City, the District will work with the City in an effort to resolve the conflict. The District reserves the right to cancel any approved Programs and related activities in case of unanticipated program conflicts.

Participants in any City Program or activity will not be admitted to the Premises until a City employee is present to supervise. Additionally, all participants must vacate the Premises before the last City employee may leave.

The City will be responsible for any personal injury or damage to equipment and property in, on or about the Premises arising directly or indirectly from its Programs and related activities and use of the Premises. Decorations and other special equipment may be brought and used on the Premises with the prior approval of the particular school principal or the Superintendent's designee. Unless specifically stated, District equipment will not be used by the City. However, with prior approval the City may be permitted to use certain District equipment on the Premises. Any damage to said equipment will be repaired or replaced at the City's sole expense and

the City, notwithstanding any other provision of this Agreement to the contrary, shall be solely responsible for any personal injury, death or damage to property which may result from its use of such equipment.

5. Payments.

A. Offset/Mowing

1. To offset its costs under this Agreement, the City will mow all grass at Washington, Dawes, and Nichols Schools, at the same times the respectively contiguous parks are mowed. The City will mow only the soccer field at King Lab, i.e., the north side of the School, and the soccer fields at Walker and Chute Schools.

2. All costs and expenses, up to a ceiling of (Forty-Two Thousand, Nine Hundred Sixty and no/100 Dollars (\$42,960.00) of such mowing will be the City's responsibility. The District will provide the City with a tractor with grass mowers for mowing. The City will operate the tractor, and will provide fuel, oil, and blade-sharpening and customary maintenance during the mowing season, April through November. All other costs and expenses associated with use of this equipment are the responsibility of the District. In the event the District's equipment is inoperable and a substitute has not been provided, the City is excused from its obligation to mow according to the schedule established in paragraph 6A.1, above, provided, however, that the parties may mutually agree that the City will use its own equipment for said mowing, pursuant to negotiated terms.

B. Offset/Diseased Elm Tree Removal

1. The City will further offset its costs under this Agreement by removing, or arranging for the removal of, diseased American Elm trees on District property.
2. The City is not required to expend more than \$10,000.00 (Ten Thousand and no/100th Dollars) on removal of such trees. The determination that an American Elm tree is to be removed because of disease, and the scheduling of that removal, are the sole province of the City.
3. The City will trim certain small trees, as designated in writing by the District, in and around District parking lots and areas. For purpose of this paragraph, a "small" tree is not to exceed 10 inch diameter.

The value of such services, as placed by the City, is not to exceed \$1400.00 (One Thousand, Fourteen Hundreds and no/100 Dollars). Trimming will be according to a schedule agreed to by the parties, with the understanding that the needs of the City as a whole must receive priority.

C. Fees.

1. Based upon anticipated usage, the City is expected to incur the cost of \$54,360.00 for facility usage under this Agreement. The offset services the City will perform hereunder ((mowing at \$42,960.00 (\$223.75 per week from April 1 through November 30 of each year for each School for which this Agreement provides services) tree trimming at \$1400.00, and diseased American Elm Removal at \$10,000.00)) total \$54,360.00.
2. The District's fee for use of the Premises is based upon the Schedule of Fees

attached hereto as Exhibit B. The rates will be reviewed on an annual basis with at least sixty (60) days' notice as to any type of change in fee. However, the requirement that such notice must be given shall not restrict the District, in its sole discretion, from establishing any and all related user fees.

3. On or before March of each year, the District will send the City a written itemization of the City's usage of District Premises pursuant to this Agreement, including the total amount of fees incurred. Within thirty days (30) thereafter, the City will send the District an itemization of the City services and amounts to be offset. The dollar amount difference between the City's usage and the offset amount, if any, is the amount to be paid by the City, within sixty (60) days of receiving the statement. If the amount of City services actually provided to the District exceeds the fees incurred by the City for usage of the Premises, then the District will pay the City the difference, within sixty (60) days of receiving the itemization.

6. School/City Liaisons. Within thirty (30) days after the execution of this Agreement, the City's Department of Parks/Forestry and Recreation Director and the District's Superintendent each shall designate a School/Park Liaison. The School/City Liaisons shall promptly resolve any and all disputes arising from this Agreement. However, if the School/City Liaisons are unable to reach a resolution within ten (10) days, the matter in dispute shall be submitted in writing to the District's Superintendent and the City's Department of Parks/Forestry and Recreation Director for resolution.

7. Relationship of the Parties. Nothing in this Agreement shall be deemed to create any joint venture or partnership between the City and the District. Neither the City

nor the District shall have the power to bind or obligate the other except as to the extent expressly set forth in this Agreement.

8. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder.

9. Assignment. No part of this Agreement may be assigned by either of the Parties hereto without prior written consent of the other party.

10. Right to Amend. In the event that either the City or the District desires to modify or amend this Agreement, written notice thereof shall be given to the other Party at least twenty (20) days prior to the consideration of said modification or amendment. If a modification or amendment is thereafter mutually agreed upon, this Agreement will be so amended. All modifications and/or amendments shall be in writing and signed by the appropriate officer of each Party, as authorized by resolution. The Parties shall meet annually during the term of this Agreement to consider proposed amendments to this Agreement.

11. Condition of Premises. At termination of each usage of the Premises, the City shall return the Premises to the same condition as it was at the commencement of such use.

12. Further Actions. The City and the District agree to do, execute, acknowledge and deliver all agreements and other documents and to take all actions necessary or desirable to comply with the provisions of this Agreement and the intent hereof.

13. Authority. The individual officers of the City and the District who have executed this Agreement represent and warrant that they have full power and lawful

authority to execute this Agreement and perform and fulfil the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective governing boards.

14. Paragraph Headings. The paragraph headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the paragraph to which they pertain.

15. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, constitute a duplicate original.

16. Governing Law. This Agreement and the interpretation thereof shall be governed by the laws of the State of Illinois.

17. Notices. Any and all notices required to be sent pursuant to the terms of this Agreement shall be personally delivered or sent via certified mail addressed as follows:

If to the City:

City of Evanston  
Department of Parks/Forestry  
and Recreation  
2100 Ridge Avenue  
Evanston, Illinois 60201

With a copy to:

Law Department  
City of Evanston  
2100 Ridge Avenue  
Evanston, Illinois 60201

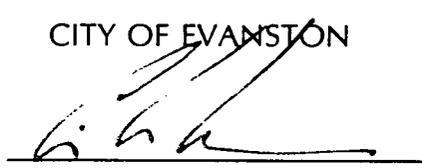
If to the District:

Board of Education  
Community Consolidated school District No. 65  
1314 Ridge Avenue  
Evanston, Illinois 60201

18. Duration of Agreement. The initial term of this Agreement was from July 15, 1991 through June 30, 1992. Thereafter, this Agreement was and shall be deemed automatically renewed for successive one-year periods unless either party shall advise the other in writing at least sixty (60) days prior to the annual renewal date of its intention to terminate this Agreement. Notwithstanding any provision herein to the contrary, this Agreement may also be terminated by the mutual consent of the Parties or by either Party independently, for any reasonable cause, upon thirty (30) days' prior written notice to the other.

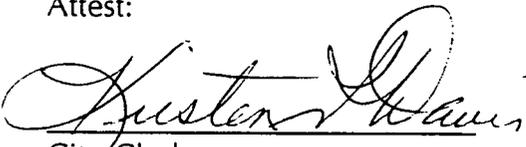
IN WITNESS WHEREOF, the District and the City have caused this First Amended Agreement to be executed this 17 day of April, 1995.

CITY OF EVANSTON

By: 

City Manager

Attest:

  
City Clerk

COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT NO. 65, COOK  
COUNTY, ILLINOIS

By: \_\_\_\_\_  
President, Board of Education

Attest:

\_\_\_\_\_  
Secretary, Board of Education

EXHIBIT "A"

**Chute Middle School** 1400 Oakton Street, Evanston, IL 60202, including all adjoining outdoor recreation filed areas.

**Dawes Elementary School** 440 Dodge Avenue, Evanston, IL 60202, including all adjoining outdoor playground and field areas.

**Dewey Elementary School** 1551 Wesley Avenue, Evanston, IL 60201, including all adjoining outdoor playground and field areas.

**Foster Field** located North of Foster, East of Dewey, and bounded by Dewey, Simpson, Foster and Ashland, in Evanston, IL

**Haven Middle School** 2417 Prairie Avenue, Evanston, IL 60201 including all adjoining outdoor recreation field areas.

**Kingsley Elementary School** 2300 Greenbay Road, Evanston, IL 60201, including all adjoining outdoor playground and field areas.

**Lincoln Elementary School** 910 Forest Avenue, Evanston, IL 60202, including all adjoining outdoor playground and field areas.

**Lincolnwood Elementary School** 2600 Colfax Street, Evanston, IL 60201, including all adjoining outdoor playground and field areas.

**Martin Luther King, Jr. Experimental Laboratory Schools** 2424 Lake Street, Evanston, IL 60201, including all adjoining outdoor playground and field areas

**Nichols Middle School** 800 Greenleaf Street, Evanston, IL 60202, including all adjoining outdoor recreation field areas.

**Oakton Elementary School** 436 Ridge Avenue, Evanston, IL 60202, including all adjoining outdoor playground and field areas.

**Orrington Elementary School** 2636 Orrington Avenue, Evanston, IL 60201, including all adjoining outdoor playground and field areas.

**Walker Elementary School** 3601 Church Street, Skokie, IL 60203, including all adjoining outdoor playground and field areas.

**Washington Elementary School** 914 Ashland Avenue, Evanston, IL 60202, including all adjoining outdoor playground and field areas.

**Willard Elementary School** 2700 Hurd Avenue, Evanston, IL 60201, including all adjoining outdoor playground and field areas.

EXHIBIT "B"

FEE SCHEDULE

EVANSTON DEPARTMENT OF PARKS/FORESTRY AND RECREATION  
AND COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 65,  
COOK COUNTY, ILLINOIS

Facility Rental on School Days through 9:00 PM	\$40/hour or any fraction thereof
Playground and Field Use	No Charge
Facility Rental on Holidays, Saturdays, and Sundays	\$40/hour or any fraction thereof
Facility Rental on School Days after 9:00 PM	\$40/hour or any fraction thereof
Grass Mowing	\$223.75 per week
Tree Trimming	\$1400 (Not to exceed \$1400)
American Elm Removal	\$10,000 (Not to exceed \$10,000)