

4/10/01

21-R-01

A RESOLUTION

**Authorizing the City Manager to Execute an
Intergovernmental Agreement with the
Skokie Park District for the Construction and
Maintenance of Soccer Fields and a Canine Area**

WHEREAS, the City is an Illinois municipal corporation organized and operating pursuant to the laws of the State of Illinois; and

WHEREAS, the Park District is a body politic and corporate organized and operating pursuant to the laws of Illinois; and

WHEREAS, units of local government may contract and associate among themselves pursuant to Article VII, Section 10 of the Illinois Constitution, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Park District licenses a parcel of property from the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC"), which property is more fully described in Exhibit "A" attached hereto ("Project Premises"), and

WHEREAS, the terms of the license agreement between the Park District and the MWRDGC permit the Park District to enter into this agreement; and

WHEREAS, the City and Park District are mutually desirous of enhancing the aforementioned property for the use and benefit of its citizenry, to-wit the construction of soccer fields and an area for the express purpose of exercising canines (collectively referred to therein as the "Project");

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

SECTION 1: That the City Manager is hereby authorized and directed to sign on behalf of the City an Intergovernmental Agreement with the Skokie Park District, in substantial conformity with that attached hereto as Exhibit A and made a part hereof, providing for construction and maintenance of soccer fields and a canine area.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional terms and conditions as may be determined in the best interests of the City.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.


Lorraine H. Morton, Mayor

ATTEST:


City Clerk

Adopted: May 7, 2001

INTERGOVERNMENTAL AGREEMENT BETWEEN SKOKIE PARK DISTRICT AND THE CITY OF EVANSTON

This Agreement is entered into by and between the SKOKIE PARK DISTRICT, a body politic and corporate organized and operating under the laws of the State of Illinois ("Park District") and the CITY OF EVANSTON, an Illinois municipal corporation ("City").

WHEREAS, the City is an Illinois municipal corporation organized and operating pursuant to the laws of the state of Illinois; and

WHEREAS, the Park District is a body politic and corporate organized and operating pursuant to the laws of Illinois; and

WHEREAS, units of local government may contract and associate among themselves pursuant to Article VII, Section 10 of the Illinois Constitution, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Park District licenses a parcel of property from the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC"), which property is more fully described in Exhibit "A" attached hereto ("Project Premises"), and

WHEREAS, the terms of the license agreement between the Park District and the MWRDGC permit the Park District to enter into this agreement; and

WHEREAS, the City and Park District are mutually desirous of enhancing the aforementioned property for the use and benefit of its citizenry, to-wit the construction of soccer fields and an area for the express purpose of exercising canines (collectively referred to herein as the "Project"); and

NOW, THEREFORE, IT IS AGREED as follows:

1. **Term.** The term of this Agreement shall be the same as the license agreement between the Park District and the MWRDGC, dated April 21, 1994, and shall terminate only at the time as such agreement terminates. If the term of said license agreement is extended by the Park District and the MWRDGC, then the term of this intergovernmental Agreement shall be automatically extended for a like term.

At the termination of this Agreement, the parties agree to be responsible for one-half of the total costs incurred to return the property to its original condition or to make other arrangements, which are mutually agreeable between the parties.

2. **Use of Premises.** Without the prior written permission of the Park District and City, the Project Premises shall be used only for the purposes described in this Agreement, namely as soccer fields and an enclosed canine exercise area, without the prior written permission of the Park District and City.

3. **Construction / Development.** The Park District and City shall divide equally all Project architectural, engineering, design, and legal costs. The Project construction costs will be borne equally by the Park District and the City. Grants recovered for the Project shall be applied to construction costs prior to determining each party's equal share of construction costs, which shall not exceed \$250,000.00 each. The Park District and City must approve, in writing, all drawings, plans, specifications, and construction contracts developed pursuant to this Agreement prior to final approval of said documents. The Park District is responsible for letting bids, signing contracts, and supervising the work. The Park District will invoice the City at the conclusion of the Project.

4. **Responsibility of Parties/Athletic Fields.** Upon completion of the Project the parties shall be responsible for the following as it relates to the soccer fields:

- a. The Park District will be responsible for maintaining the area, which maintenance shall include lawn mowing, turf repair, landscaping, and equipment. The costs for such maintenance will be equally borne by the parties. The Park District will invoice the City on a monthly basis or as otherwise deemed mutually acceptable by the parties. The costs will be calculated based upon:
 - i. The man-hour cost to the Park District including prorated salary, benefits, and insurance;
 - ii. The cost for use of equipment by the Park District prorated and based upon calculating repair/replacement cost, maintenance cost, overhead, and depreciation. The parties intend to use a list of "Contractors Machinery Cost" regularly available in the industry.
 - iii. The direct cost of supplies, equipment, and repairs, and utilities (except water).
- b. The City will provide necessary and adequate water to irrigate the property at the City's sole expense, and shall ensure that the fields are sufficiently watered to provide continued turf growth. Repair costs related to the maintenance of the property shall be equally divided between the Park District and the City.

- c. Use of the soccer fields will be divided equally between the parties. A schedule shall be developed which is mutually agreeable to both parties and shall be maintained by the Skokie Park District.

5. **Responsibility of Parties/Canine Walking Area.** Upon completion of the Project, the parties shall be responsible for the following as it relates to the canine walking area:

- a. The parties intend the area to be licensed to a third party, not-for-profit entity ("entity"), which will be responsible for the maintenance and supervision of the area. Upon execution of an agreement between the parties hereto and the entity, which agreement shall include terms and conditions relating to maintenance and operation, that agreement will be incorporated herein as an addendum.
- b. The third party, not-for-profit entity, will carry appropriate insurance, hold harmless and indemnify the Skokie Park District and the City of Evanston.
- c. Notwithstanding subparagraph (a) above, at the City's sole expense, the City shall provide necessary and adequate water to irrigate the property and provide continued turf growth, provide drinking water for both canine and humans, and provide some water play facility for canines, if such water play facility for canines is contained in the Project.

6. **Insurance.**

- a. The City agrees to maintain during the term of this Agreement, at its own expense, any and all insurance coverages required by the MWRDGC. If necessary, in addition thereto, the City agrees to maintain, during the term of

this Agreement, at its own expense, Public Liability and Property Damage Insurance on the Project Premises and any improvements thereon in an amount equal to \$3 million per person and \$4 million per occurrence, and shall name the Park District AS AN ADDITIONAL INSURED. Should the City so choose, it may maintain such insurance protection through individual self-insurance or as a member of an intergovernmental cooperative self-insurance pool. The City shall indemnify, defend, and save the Park District harmless from and against any and all claims, actions, damages, liability, and expenses, including attorneys' fees, in connection with loss of life, personal injury and/or damaged property arising from or out of any occurrence, in or upon the Project Premises, or the occupancy or use by the City, of any part thereof, or arising from or out of the City's failure to comply with any provision of this Agreement, or otherwise occasioned wholly or in part by any action or omission of the City, its agents, representatives, contractors, employees, invitees, or licensees, except for acts or omissions solely committed by the Park District.

- b. The Park District agrees to maintain during the term of this Agreement, if necessary, in addition to any insurance requirements established by MWRDGC in its Lease Agreement with the Park District, at its own expense, Public Liability and Property Damage Insurance on the Project Premises and any improvements thereon in an amount equal to \$3 million per person and \$4 million per occurrence, and shall name the City as an additional insured. Should the Park District so choose, it may maintain such insurance protection through individual self-insurance or as a member of an intergovernmental cooperative

self-insurance pool. The Park District shall indemnify, defend, and save the City harmless from and against any and all claims, actions, damages, liability, and expenses, including attorneys' fees, in connection with loss of life, personal injury and/or damaged property arising from or out of any occurrence, in or upon the Project Premises, or the occupancy or use by the Park District, of any part thereof, or arising from or out of the Park District's failure to comply with any provision of this Agreement, or otherwise occasioned wholly or in part by any action or omission of the Park District, its agents, representatives, contractors, employees, invitees, or licensees, except for acts or omissions solely committed by the City.

7. **Modification.** The Agreements, covenants, terms, and conditions herein contained may be modified only through the written mutual consent of the parties hereto.

8. **Applicable Laws.** This Agreement shall be governed by the laws of the State of Illinois. Venue shall be in Cook County.

9. **Notices.** All notices or other writings which either party hereto is required to remit, or may wish to remit, in connection with this Agreement shall be in writing and shall be delivered personally or sent by certified mail and deposited in the United States mail with postage prepaid addressed as follows:

City Manager
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201-2796

Executive Director
Skokie Park District
9300 Weber Park Place
Skokie, IL 60077-4200

10. **Metropolitan Water Reclamation District Agreement.** This

Agreement is subject to the approval of the MWRDGC without whose approval this Agreement cannot go into effect.

11. **Entire Approval.** This Agreement sets forth the entire agreement between the parties.

12. **Binding.** The terms, covenants, and conditions hereof shall be binding upon and inure to the successors in interest and assigns of the parties herein.

13. **Assignment.** This Agreement may not be assigned by either party to any other entity without the express written approval of the other party.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this day and year.

CITY OF EVANSTON

SKOKIE PARK DISTRICT

Michael J. Morton
Mayor

Deborah Rosenberg Alexander
President

Attest:

Attest:

Mary P. Morris
Clerk

St. A. Hart
Secretary

