

4/21/2006

33-R-06

A RESOLUTION

Authorizing the City Manager to Sign an Intergovernmental Agreement with Ridgeville Park District Providing for the City to Operate its Summer Food Program on Ridgeville Park District Land at Elks Park, and to Locate a Trailer thereon for that Purpose

WHEREAS, the City, a unit of local government, is a home rule municipality pursuant to Article 7, Section VI, of the 1970 Illinois Constitution; and

WHEREAS, among the powers of home rule municipalities set forth in Article 7, Section VI, is the power to exercise and perform any function pertaining to its government and affairs; and

WHEREAS, the provision and operation of a summer food program for Evanston youths are in the public interest, and are functions pertaining to the City's government and affairs; and

WHEREAS, the City operates the summer food program during the months of June, July, and August each year; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220, *et seq.*, provides in Section 5 ILCS 220/5 that units of local government may contract with each other to perform any governmental service, activity, or undertaking which they are authorized by law to perform; and

WHEREAS, Ridgeville Park District ("Park District") is a unit of local government pursuant to Article 7, Section I, of the 1970 Illinois Constitution; and

WHEREAS, the City desires to re-locate its summer food program from its Clyde/Brummel Park to Elks Park, which is owned and operated by the Park District; and

WHEREAS, at its meeting on May 11, 2006, the Park District Board of Commissioners approved the City's operation of its summer food program from Elks Park and placement of a City-provided trailer during the period from May 23, 2006 through September 15, 2006, thereon for that purpose; and

WHEREAS, the Park District has agreed to allow the aforescribed use of Elks Park, and the City has agreed to allow the Park District to use the trailer for Park District purposes at such times as the City is not using it for the summer food program; and

WHEREAS, the City and the Park District are desirous of entering into an Agreement to memorialize the terms and conditions of the City's location and operation of its summer food program at Elks Park; and

WHEREAS, the Agreement is in the best interests of the citizens of Evanston,

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

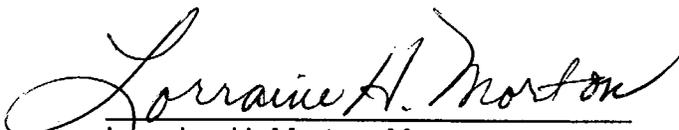
SECTION 1: That the foregoing recitals are found as fact and made a part hereof.

SECTION 2: That the City Manager is hereby authorized and directed to sign the Intergovernmental Agreement between the City and

Ridgeville Park District in substantial conformity with that attached hereto as Exhibit A and made a part hereof, providing for the City to locate a trailer at Ridgeville Park District's Elk Park for operation of the City's summer food program. The Agreement provides for an initial term from the period of May 23, 2006 through May 22, 2007, with provision made for automatic renewals.

SECTION 3: That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the Agreement, consistent herewith, which she deems necessary and in the best interests of the City.

SECTION 4: That 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:

Mary P. Morris, City Clerk

Adopted: _____, 2006

5/10/2006

INTERGOVERNMENTAL AGREEMENT BETWEEN
RIDGEVILLE PARK DISTRICT AND THE CITY OF EVANSTON

This Agreement is entered into by and between the RIDGEVILLE 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 City operates a summer food program from Clyde Brummel Park, a park owned and operated by the City of Evanston; and

WHEREAS, the City desires moving the summer food program from Clyde/Brummel Park to Elks Park, a park owned and operated by the Ridgeville Park District, to better serve the residents of the City of Evanston; and

WHEREAS, the Ridgeville Park District Board of Commissioners has approved relocating the summer lunch program from Clyde/Brummel Park to Elks Park; and

WHEREAS, the City and Park District are mutually desirous of enhancing the aforementioned program to aid their governmental objectives and for their mutual benefit and the benefit of the citizens of Evanston.

NOW, THEREFORE, IT IS AGREED as follows:

1. **Term of Agreement.** The initial term of this Agreement is from May 23, 2006 through May 22, 2007. Thereafter, this Agreement shall be deemed automatically renewed for successive one-year periods, provided that either party may terminate this Agreement effective at any time during the period from October 1 of any year through March 30 of the succeeding year by giving the other at least thirty (30) days written notice of its

election to terminate. In such event, the City shall remove the trailer within sixty days or as soon thereafter as is feasible taking into account delays resulting from weather and other causes beyond the City's control. Notwithstanding any provision herein to the contrary, this Agreement may also be terminated at anytime by the mutual consent of the Parties.

2. **The Program.** The City of Evanston shall provide the Park District with a 210 square foot trailer that includes 2 small rooms, one large room, and a storage closet, which is owned by the City, to be used for the Park District's Youth in the Park Program during the months of June, July, and August. The Park District shall utilize the trailer for recreational activities such as arts and crafts, indoor passive games or cultural events, as needed, between the hours of 1:30 p.m. and 9:00 p.m. Hazardous materials in or about the trailer are prohibited. The trailer shall be placed by the City at a location in Elks Park designated by the Park District with the approval of the City. The Park District shall in turn provide the City and its Department of Parks/Forestry and Recreation use of the trailer at Elks Park (hereinafter the "Premises") during the months of June, July, and August at mutually agreeable times in the manner set forth in paragraph 3 for the purposes of operating the summer food lunch program. The term of the agreement as stated in paragraph 1 allows time for trailer delivery, set-up, and removal.

3. **City's Use of Elks Park.** The City shall operate the summer lunch program during the months of June through August from 11:30 a.m. to 1:30 p.m. Monday through Friday.

A. The City of Evanston shall provide:

1. A trailer and its basic upkeep.

2. A portable washroom, if necessary, for the Summer Food Program.
3. Trash receptacles and one trash pick up each day during the operation of the Summer Food Program.
4. Storage containers to keep the food cold.
5. Staffing for the lunch program.

B. The Ridgeville Park District shall provide to the City for operation of the summer lunch program at Elks Park the following:

1. The use of four picnic tables.
2. Recreational staff and activities after the lunchtime program.
3. Electrical hook-up to the trailer if necessary.

During the times that the trailer is being used by the Park District, the Park District shall be responsible for day to day maintenance clean-up for the trailer.

4. **Loss of Use for Causes Beyond Control.** The City and the Park 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.
5. **City/Park District Liaisons.** Within 30 days after the execution of this Agreement, the City's Department of Parks/Forestry and Recreation Director and the Park District's Executive Director each shall designate a City/ Park District Liaison. The City/Park

District Liaisons shall promptly resolve any and all disputes arising from this Agreement. However, if the City/Park District Liaisons are unable to reach a resolution within ten (10) days, the matter in dispute shall be submitted in writing to the Park District's Executive Director and the City's Department of Parks/Forestry and Recreation Director for resolution.

6. **Relationship of the Parties.** Nothing in this Agreement shall be deemed to create any joint venture or partnership between the City and the Park District. Neither the City nor the Park District shall have the power to bind or obligate the other except as to the extent expressly set forth in this Agreement.
7. **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.
8. **Assignment.** No part of this Agreement may be assigned by either of the Parties hereto without prior written consent of the other party.
9. **Right to Amend.** In the event that either the City or the Park 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 said 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 officers 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.

10. **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. The removal of the trailer will be at the City's sole cost. The Park District will be responsible for electrical disconnection, if any.
11. **Condition and Upkeep of the Trailer.** The City shall make all necessary repairs to the trailer including removing any graffiti. The Park District shall not do any painting or decorating, erect any partitions, make any alterations, or do any nailing, screwing into the ceilings, walls, or floors without the City's prior written consent. All additions, fixtures, hardware, non-grade fixtures and all improvements, temporary or permanent, shall unless the City requests the removal, become the City's property and shall remain upon the trailer at the termination of this agreement without compensation or allowance or credit to the Park District. If upon the City's request, the Park District does not remove the said additions, decorations, fixtures, hardware, non-grade fixtures and improvements, the City may remove the same and the Park District shall pay the cost of such removal to the City.
12. **Further Actions.** The City and the Park 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 Park District who have executed this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement and perform and fulfill 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. **Insurance.**

A. The City agrees to maintain during the term of this Agreement, at its own expense, Public Liability and Property Damage Insurance on the Premises and any improvements thereon in an amount not less than \$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 an 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 damages property arising from or out of any occurrence, in or upon the Premises, or the occupancy or use by the City of any part thereof, or which arises from or out of the City's failure to comply with any provision of this Agreement or is 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, at its own expense, Public Liability and Property Damage Insurance on the Premises and any

improvements thereon in an amount not less than \$2 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 damages property arising from or out of any occurrence, in or upon the Premises, or the occupancy or use by the Park District of any part thereof, which arises from or out of the Park District's failure to comply with any provision of this Agreement or is 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."

18. **Survival Clause.** In the event of termination of this Agreement for any reason, the obligations of the City and the Park District hereunder shall cease, except for the obligations set forth in paragraph 17, "Insurance", which shall survive termination.

19. **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:

Ridgeville Park District
908 Seward Street
Evanston, Illinois 60202

IN WITNESS WHEREOF, the Park District and the City have caused this Agreement to
be executed this ____ day of ____, 2006

CITY OF EVANSTON

By: _____

Date: _____

Typed name: Julia A. Carroll

Title: City Manager

RIDGEVILLE PARK DISTRICT

By: _____

Date: _____

Typed name: Patrick McCourt

Title: President of Board of Commissioners