

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE OREGON PARK DISTRICT AND  
AND THE OREGON COMMUNITY UNIT SCHOOL DISTRICT NO. 220  
FOR USE OF THE BLACKHAWK CENTER AND PARKS, AND RECIPROCAL  
USE OF SHOOOL FACILITIES**

This Agreement is between the Oregon Park District, Ogle County, Illinois (the "Park District") and the Oregon Community Unit School District No. 220, Ogle County, Illinois (the "School District") collectively referred to herein as "Parties" for the use of the Blackhawk Center and parks and the reciprocal use of school facilities.

**WHEREAS**, the Parties own and manage facilities for the community at large;  
and

**WHEREAS**, the Parties in the spirit of cooperation wish to encourage the reciprocal use for each others facilities; and

**WHEREAS**, the Parties wish to encourage the general public and the student body to participate in sports, leisure and recreational activities, physical education, and extra curricular activities; and

**WHEREAS**, the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes state and local governing bodies to cooperate in the performance of their responsibilities by contract and other agreements;

**NOW, THEREFORE**, in exchange for good and valuable consideration, the sufficiency of which is acknowledged by the Parties, and the terms and conditions contained herein, the Park District and the School District agree as follows:

1. **Term**. The term of this Agreement shall be from September 1, 2017, through August 31, 2018, unless earlier terminated as hereinafter provided. The term of this agreement shall be subject to the Park District's Affiliate Group Policy. The attached Exhibit A is hereby made a part hereof.
2. **Operation of the Blackhawk Center**. The Park District shall operate and maintain the Blackhawk Center for recreation and educational purposes and as a rental facility and exhibition hall. The Park District shall not materially alter the use thereof during the term of this Agreement.
3. **Access to the Blackhawk Center**. The Blackhawk Center shall be available to students and faculty of the School District, as well as the residents of the Park District. The School District shall have priority use of the Blackhawk Center, however. The Park District and School District shall jointly establish a yearly schedule for the use of the Blackhawk Center. In the event it is necessary to modify the established schedule due to unforeseen circumstances, the Park District shall notify the School District in writing as

soon as possible. Such a modification, however, shall be limited to the particular unforeseen circumstance and shall not permanently modify the agreed upon schedule.

4. **Access Fee.** In exchange for access to and use of the Blackhawk Center, the School District shall compensate the Park District for a portion of the Park District's maintenance and operation thereof in the amount of One Hundred Sixty-eight Thousand Seven Hundred Thirty and no/100 (\$168,730.00) for each year under this Agreement (September 2015-August 2017). The fee shall be payable to the Park District in equal monthly installments due on or before the 15<sup>th</sup> of each month. If for any reason during the term of this Agreement the School District does not have access to the Blackhawk Center, the fee required hereunder shall be waived during such period of time.

5. **Supervision.** The Park District shall provide, at its sole cost and expense, adequate supervision and staff at all times while the Blackhawk Center is open. The Park District shall be responsible for opening, locking and securing the Blackhawk Center.

6. **Employees.** The Park District shall be fully and solely responsible for its own employees, contracted services, and other agents, including without limitation responsibility for supervision, direction, compensation, insurance, risk, liability and claims.

7. **Reciprocity.** The Park District and the School District agree that when a need arises, each party shall allow the other use of its parks and facilities as may be mutually agreeable in accordance with the following guidelines:

**The Park District shall:**

- a. Reserve Park District facilities for athletic and academic programs.
- b. Mow and drag softball fields in Oregon and mow soccer fields for practices and games.
- c. Designate which fields are used for conference events and physical education.
- d. Manage and supervise programs and make all decisions in accordance with Park District events.
- e. Provide the School District in advance of the school year with programming schedules. Oregon School District shall have priority use of all school facilities.
- f. Immediately inform the School District of all revisions to program schedules.
- g. Make all decisions regarding Park District events affected by inclement weather.

- h. Dispose of all garbage, debris and trash resulting from Park District programs.
- i. Reimburse the School District for all damages exceeding normal wear and tear to School District facilities.

**The School District shall:**

- j. Manage and supervise School District programs and make all decisions in accordance with rules governing school sponsored events.
- k. Schedule in advance of the school year Park District facilities and provide the Park District with the annual schedules. Oregon Park District shall have priority use of all outdoor facilities.
- l. Immediately inform the Park District of all revisions to schedules.
- m. Prepare soccer fields and softball diamonds for competition. Preparation shall be defined as striping, painting, placing flags or markers on fields, placing or locating pitching rubbers and bases in appropriate locations. The Park District may render services for field preparation provided that the Park District has available staffing.
- n. Make all decisions regarding the playing of School District events as a result of inclement weather.
- o. Reimburse the Park District for field preparation for competition.
- p. Provide or lend training aides and equipment to the Park District for youth athletic programs.
- q. Dispose of all garbage, debris and trash resulting from School District programs.
- r. Reimburse the Park District for all damages exceeding normal wear and tear on outdoor facilities.

8. **Indemnification.** The Park District shall indemnify, defend and hold harmless the School District, as well as its individual Board members, employees and agents, and their successors and assigns, from any claim or loss, any and all liability, damage, cost, expense, cause of action, attorneys' fees, expenses of investigation, suits or judgments or any other cost or expense whatsoever arising from, related to, or in connection with any claim against any of the foregoing indemnities for property damage or personal injury arising from, related to, or in connection with the activities in the Blackhawk Center or any park under the supervision and control of the Park District, its employees and/or agents, the condition of the Blackhawk Center and any park and the furniture, fixtures and equipment contained therein. The School District shall indemnify, defend and hold

harmless the Park District, as well as its individual Board members, employees and agents, and their successors and assigns, from any claim or loss, any and all liability, damage, cost, expense, cause of action, attorneys' fees, expenses of investigation, suits or judgments or any other cost or expense whatsoever arising from, related to, or in connection with any claim against any of the foregoing indemnities for property damage or personal injury arising from, related to, or in connection with those activities in the Blackhawk Center under the supervision and control of the School District, its employees and/or agents.

9. **Insurance.** The Park District shall keep in force during the term of this Agreement occurrence-based broad form comprehensive general liability insurance, in an amount not less than Five Million and no/100 Dollars (\$5,000,000), in the aggregate, and per occurrence, including automobile and contractual liability coverage's, with the School District, its individual board members, employees and agents named as additional insured's on such policies. The contractual liability insurance shall cover the indemnification obligations set forth in Paragraph 8 hereof. Such insurance shall be written by responsible carriers and shall be evidenced by certificates of insurance and copies of the policies, all as reasonably acceptable to the School District. The School District shall keep in force during the term of this Agreement occurrence-based broad form comprehensive general liability insurance, in an amount not less than Five Million and no/100 Dollars (\$5,000,000), in the aggregate, and per occurrence, including automobile and contractual liability coverage's, with the Park District, its individual board members, employees and agents named as additional insured's on such policies. The contractual liability insurance shall cover the indemnification obligations set forth in Paragraph 8 hereof. Such insurance shall be written by responsible carriers and shall be evidenced by certificates of insurance and copies of the policies, all as reasonably acceptable to the Park District.

10. **Acts of Vandalism.** The Parties agree that in addition to the conditions set forth above, both parties have contributed \$10,000 each to a joint maintenance fund for repair and/or replacement of Park District property damaged by acts of vandalism resulting from the schools use of the Blackhawk Center. In the event that the joint maintenance fund becomes depleted, additional expenses for acts of vandalism will be split 50/50 and billed monthly to the School District. The joint maintenance fund will be held in custody of a third party, which shall be mutually agreed upon and shall be accessible by Park District staff for reimbursement of all repair and or replacement expenses upon consent by the School District. Remaining funds in the joint maintenance fund annually will roll over to the second year of this Agreement. Upon completion of the Agreement, the separation of funds shall be split evenly (50/50) between the two parties.

11. **Assignment.** Neither party may assign any rights or duties under this Agreement without the written consent of the other party.

12. **Default.** In the event that either party breaches any term of this Agreement, the non-breaching party shall provide written notice of such breach to the

breaching party. The breaching party shall have fourteen (14) days from the date of receipt of the notice to cure the default. If the default is not cured within said fourteen (14) day period, the non-breaching party may, in addition to any other remedy available in law or equity, terminate this Agreement. The failure of a party to terminate this Agreement for a breach shall not affect its rights to assert a claim for a breach of this Agreement.

13. **Future Capital Developments.** During the length of this contract the Park District and School District agree to consult and collaborate with each other concerning future expansion, land acquisition or capital improvements to be made on the School District campus and Park West vicinity. It is our intent to work together for the betterment of the students, patrons and taxpayers of both taxing districts. In addition, during the term of this agreement (September 2017-August 2018), the Park District and School District will consult and collaborate with each other concerning management and ownership of the Blackhawk Center.

14. **Waiver, Successors, Assigns and Governing Law.** No waiver of any default shall be implied by the failure of either party to give notice of default, and no express waiver shall affect any other default except the one specified in the waiver. Further, the failure of a party to demand strict performance of this Agreement on any one occasion shall not limit its right to demand strict performance on a subsequent occasion. This Agreement shall be binding upon the successors of the Parties' respective Boards. This Agreement shall be governed by the laws of the State of Illinois.

BOARD OF COMMISSIONERS OF  
THE OREGON PARK DISTRICT,  
Ogle County, Illinois

BOARD OF EDUCATION OF  
OREGON COMMUNITY UNIT  
SCHOOL DISTRICT NO. 220,  
Ogle County, Illinois

By:\_\_\_\_\_

By:\_\_\_\_\_

Its:\_\_\_\_\_

Its:\_\_\_\_\_

Attest:\_\_\_\_\_

Attest:\_\_\_\_\_