

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE OREGON PARK DISTRICT AND THE
OREGON COMMUNITY UNIT SCHOOL DISTRICT NO. 220
FOR USE OF THE BLACKHAWK CENTER
AND RECIPROCAL USE OF
PARK WEST AND SCHOOL 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 conveyance and use of the Blackhawk Center and the reciprocal use of park and 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 other’s 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 extracurricular 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, 2018, through August 31, 2028, unless earlier terminated as hereinafter provided.
2. The Park District shall on September 1, 2018 convey fee simple title to Blackhawk Center, as described in “Exhibit A” attached hereto, to the School District
3. Prior to the transfer of ownership of Blackhawk Center, the Park District shall install a sprinkler system and other safety items required by the school building codes.
4. **Operation of Blackhawk Center.** The School District shall own, operate, and maintain the Blackhawk Center for recreation and educational purposes and as a rental facility and exhibition hall. The School District shall not materially alter the use thereof during the term of this Agreement.

5. **Access to the Blackhawk Center.** The Blackhawk Center shall be available to students and faculty of the School District, as well as the residents and patrons of the Park District. The School District shall, however, have priority use of the Blackhawk Center. 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 School District shall notify the Park 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.

6. **Capital Improvement Funds.** In exchange for access to and use of the Blackhawk Center and other School District gymnasiums, the Park District shall compensate the School District for a portion of the expected capital improvement projects, thereof in the amount of One Hundred Thousand and no/100 Dollars (\$100,000.00) on September 1, 2019, September 1, 2020 and September 1, 2021. The final payment of One Hundred Seventy-nine Thousand Two Hundred Seventy-five and no/100 Dollars (\$179,275.00) shall be paid on September 1, 2022. Capital Improvement funds are to be utilized by the School District for capital improvements made to the Blackhawk Center. If the school district completes the identified capital improvements prior to receiving all of the funds, those funds received after completion of the capital improvements shall be unrestricted. If for any reason during the term of this Agreement the Park District does not have access to the Blackhawk Center, the fee required hereunder shall be prorated and waived during such period of time.

7. **Supervision.** The School District shall provide, at its sole cost and expense, adequate supervision and staff at all times while the Blackhawk Center is open. The School District shall be responsible for opening, locking and securing the Blackhawk Center. If the Park District requires the Blackhawk Center be available outside of general School District operational hours the Park District shall be responsible for supervising, opening, locking and securing the Blackhawk Center.

8. **Employees.** The School 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.

9. **Reciprocity.** The Park District and the School District agree that when a need arises, each party shall allow the other the use of its parks and facilities when mutually agreeable and 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 the Extended Time program, Non School Day Activities and Summer Camp and continue to utilize the Blackhawk Center classroom for said activities.
- e. Manage and supervise programs and make all decisions in accordance with Park District sponsored events.
- f. Provide the School District in advance of the school year with Park District programming schedules. Oregon School District shall have priority use of all school facilities.
- g. Immediately inform the School District of all revisions to program schedules.
- h. Make all decisions regarding Park District events affected by inclement weather.
- i. Dispose of all garbage, debris and trash resulting from Park District programs.
- j. Reimburse the School District for all damages exceeding normal wear and tear to School District facilities following Park District use.

The School District shall:

- k. Manage and supervise School District programs and make all decisions in accordance with rules governing school sponsored events.
- l. Provide the Park District in advance of the school year with programming schedules, 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.
- m. Immediately inform the Park District of all revisions to schedules.
- n. 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.
- o. Make all decisions regarding the playing of School District events as a result of inclement weather.
- p. Reimburse the Park District for field preparation for competition

- q. Provide or lend training aides and equipment to the Park District for youth athletic programs.
- r. Dispose of all garbage, debris and trash resulting from School District programs.
- s. Reimburse the Park District for all damages exceeding normal wear and tear on outdoor facilities following School District use.

10. **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 under the supervision and control of the Park District, its employees and/or agents, the condition of any park and the 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 under the supervision and control of the School District, its employees and/or agents.

11. **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 (\$5,000,000.00), in the aggregate, and per occurrence, including automobile and contractual liability coverages, with the School District, its individual board members, employees and agents named as additional insureds on such policies. The contractual liability insurance shall cover the indemnification obligations set forth in paragraph 10 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 (\$5,000,000.00), in the aggregate, and per occurrence, including automobile and contractual liability coverages, with the Park District, its individual board members, employees and agents named as additional insureds on such policies. The contractual liability insurance shall cover the indemnification obligations set forth in paragraph 10 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.

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

13. **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.

14. **Future Capital Developments.** During the length of this Agreement, 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, the Park District and School District will consult and collaborate with each other concerning management of the Blackhawk Center.

15. **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: _____
President

By: _____
President

Attest: _____

Attest: _____