

**RESOLUTION NO. 16-13**

**A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR SHARED FACILITIES USE WITH CONSOLIDATED SCHOOL DISTRICT 34**

WHEREAS, the Village of Antioch, Lake County, Illinois (the "Village") is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois; and

WHEREAS, the current facility usage agreement with Antioch Community Consolidated School District 34 expired after a 3-year term in February, 2016; and

WHEREAS, this agreement provides the village the ability to utilize the school facilities when they are not being used by the school or it's designees; and

WHEREAS, continuing this agreement provides space for programming as well as a road map for future agreements featuring even greater collaboration;

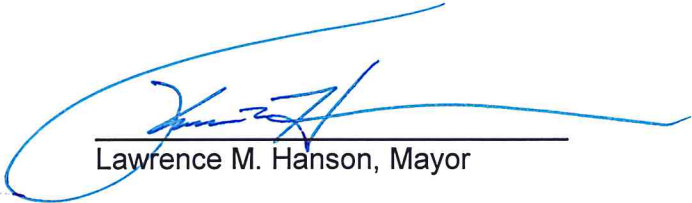
NOW, THEREFORE, BE IT RESOLVED, The Mayor and Village Board to Authorizing the Village Administrator to Execute an Intergovernmental Agreement for Shared Facilities Use with Consolidated School District 34.

PASSED and APPROVED this 7th day of March, 2016.

AYES: 5: Macek, Poulos, Jozwiak, Pierce and Johnson.

NAYS: 0.

ABSENT: 1: Dominiak.

  
Lawrence M. Hanson, Mayor

ATTEST:

  
Lori K. Folbrick, Village Clerk



## **INTERGOVERNMENTAL AGREEMENT FOR SHARED FACILITIES USE**

THIS AGREEMENT is made as of this 16<sup>th</sup> day of February, 2016, by and between the Board of Trustees of the Village of Antioch, Lake County, Illinois, a unit of local government ("Village"), and the Board of Education of Antioch Community Consolidated School District No. 34, Lake County, Illinois, a body politic and corporate ("School District"). Village and School District are hereinafter sometimes individually referred to as a "Party" and jointly referred to as the "Parties."

### **WITNESSETH:**

**WHEREAS**, the Parties have determined it is in the best interest of the residents of both the School District and the Village that properties as described in Exhibit "A" attached hereto, including all buildings, parking lots and park areas located thereon ("Properties") be used by the School District and the Parks and Recreation Department of the Village ("Parks Department") in accordance with the terms of this Agreement; and

**WHEREAS**, the Village and School District are authorized by Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into an intergovernmental agreement providing for the Parks Department's use of School District facilities for public recreation programs, and for School District's use of Village property for school and school-related purposes;

**NOW, THEREFORE**, in consideration of the mutual promises of the Parties hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals are hereby incorporated and made part of this Agreement.
2. **Term.** This Agreement shall commence on February 16, 2016 and shall expire five years thereafter, unless terminated early by either party as provided herein. This Agreement may be extended before its expiration upon mutual agreement of the Parties. This Agreement may be terminated by either Party upon one year advance written notice.
3. **Shared Facility Use.** Programs sponsored by the School District shall have first priority for reservation of the School District facilities listed on Exhibit "A". Provided there is space available, the Parks Department shall have next scheduling priority for the use of School District facilities for parks and recreation programs administered by the Parks Department, which shall be at no charge, subject to the provisions of Paragraph 6 below. Requests for the use of school facilities should be made in writing using the District's Facility Usage Request Form. Similarly, Village or Parks Department sponsored programs shall have first priority for reservation of Village facilities listed on Exhibit "A". Provided there is space available, the School District shall have next scheduling priority for the use of Village facilities for school



purposes, which shall be at no charge, subject to the provisions of Paragraph 6 below. In the event a conflict in use arises for any reason, both Parties shall make reasonable efforts to identify and reserve an alternate location.

If such an alternative location is not found, the Party requesting use of the space agrees to reschedule or cancel the activity or program. Representatives of the School District and the Parks Department shall meet regularly to review the schedule joint use of School District and Village facilities and to discuss any issues arising out of this Agreement. Both Parties shall use their best efforts to avoid errors in scheduling and to develop protocols wherever possible to prevent the generation of scheduling errors.

4. **Access to Properties.** The Parties grant each other the right to use such driveways and parking areas that currently exist or that are installed in the future on the Properties for access to and from the Properties and for parking purposes relating to School District and Parks Department uses. The Parties further agree that they shall not restrict public use of the land at the Properties (including drives, parking lots, and other common areas) as may be required for program use by the Parks Department or School District, provided such public use does not materially interfere with a Party's use of the property, and provided that no genuine issues of safety (such as impaired emergency vehicle access) are created thereby.

5. **Compliance.** The Parties agree to abide by all applicable laws, ordinances, policies, procedures, and rules in effect during their use of each other's Properties.

6. **Reimbursement for Costs.** The Village shall be responsible for reimbursing the School District for out-of-pocket expenses incurred by the School District in connection with the Village's use of School District facilities, and vice versa. Such expenses shall include the cost of custodial services required outside of a custodian's normal working hours and any additional security costs. The entity requesting the use of the other Party's facility shall provide that Party with a good faith, written estimate of such costs at the time the space is reserved. In the event the hosting entity does not approve or agree to the estimate, the Party may deny or cancel the reservation. The parties shall provide each other with invoices on a monthly basis, which shall be paid in accordance with the Local Governmental Prompt Payment Act, 50 ILCS 505/1 et seq.

7. **Equipment.** Each Party shall provide all equipment and supplies used for its programs held on the other Party's properties, with the exception of equipment and supplies that are readily available on-site, such as an electric scoreboard or gym mats. Each Party agrees such supplies and equipment are supplied "as-is", and the Parties makes no warranties regarding the fitness of such items for a particular purpose or use, nor will either Party be required to repair or replace such items so the other Party may use them for its scheduled event. Each Party agrees to provide storage for the other Party's program supplies and equipment to the extent feasible.

8. **Maintenance.** Each Party shall be responsible for the provision of utilities

and general maintenance, including snow removal, at its own Properties. Either Party may provide additional services other than those listed herein upon the request of the other Party.

9. **Supervision and Security.** The Parties shall be responsible for providing adequate and appropriate supervision for their respective use, programs and activities contemplated by this Agreement. Neither Party shall be responsible for supervising the activities, programs, or use of the other Party. Each Party is responsible for providing security at its own properties. If there is an additional cost for such security that is a direct result of a Party's use of the other Party's facilities, such cost will be paid pursuant to the provisions of Paragraph 6 of this Agreement.

10. **Damage.** It is agreed that each Party shall pay the cost of repair for any damages beyond normal wear and tear which occur in connection with its use of the other Party's facilities at the Properties, including, but not limited to, damage to buildings, equipment, supplies, or fixtures.

11. **New Properties.** The Parties agree to consult with each other as necessary regarding the addition of new properties to the list of Properties covered under this Agreement and regarding the deleting of any closed building, field or other facility from the list of Properties.

12. **Publicity.** The Parties agree to assist each other in the distribution of publicity for programs offered on the Properties for the benefit of each other's participants to the extent permitted by law and subject to each entity's applicable policy or policies. In the event any such requested distribution results in an out of pocket expense for the other Party, such cost will be paid pursuant to the provisions of Paragraph 6 of this Agreement.

13. **Notices.** Any notices required under this Agreement shall be sent by certified mail return receipt requested to the other Party at its principal address listed below (or such other address as either Party may hereinafter designate to the other Party in writing) or by hand delivery evidenced by receipt.

Antioch Community Consolidated School District 34  
800 N. Main Street  
Antioch, IL 60002  
Attn: Superintendent

Village of Antioch  
874 Main Street  
Antioch, IL. 60002  
Attn: Village Administrator

14. **Mutual Indemnification.** To the fullest extent permitted by law, the Village shall defend, indemnify, and hold the School District, its board members, officers,



administrators, employees, volunteers, and agents, harmless against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of this Agreement; but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or willful acts or omissions of the Village, including its officials, agents, employees, contractors, volunteers, patrons, participants, and invitees. To the fullest extent permitted by law, the School District shall defend, indemnify, and hold the Village, its board members, officers, administrators, employees, volunteers, and agents, harmless against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of this Agreement; but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or willful acts or omissions of the School District, including its officials, agents, employees, contractors, volunteers, students, participants, and invitees.

The indemnification obligations set forth herein shall survive expiration or termination of this Agreement.

15. **Insurance.** Each Party shall keep in force at all times during the term of this Agreement Commercial General Liability Insurance (or the functional equivalent thereof available to units of local government in Illinois) specifically including fire, legal liability, bodily injury, personal injury and property damage limits of not less than \$3,000,000 per occurrence written on an occurrence basis and at all times naming the other Party to this Agreement, its public officials, employees, volunteers and agents as additional insureds. Such coverage shall include each Party's indemnification obligation under Paragraph 14 of this Agreement. In addition, each Party shall furnish certificates of the insurance and/or coverage in place as required herein and including a 90 day notice of cancellation or reduction in limits. Upon presentation of the certificates of insurance, each Party shall have not less than 10 working days to review the same and review the terms of the policy from which the certificate was issued, and verify that the same meets the requirements of this Paragraph. Such verification shall not be unreasonably withheld and failure of any Party to object within the said 10 working days shall be construed to be a complete and final waiver of any objections thereto.

16. **Assignment.** Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior, express written consent of the other Party.

17. **Benefit of the Parties.** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

18. **Complete Understanding.** This Agreement constitutes the entire

agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings whether oral or written of the Parties in connection therewith. No modification of this Agreement shall be effective unless made in writing, signed by both Parties, and dated after the date hereof.

19. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

20. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois.

21. **Counterparts.** This Agreement may be executed in multiple counterparts and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if the parties had signed a single document.

**IN WITNESS WHEREOF**, Village and School District have each caused this Intergovernmental Agreement to be executed by duly authorized officers thereof as of the date and year first above written.

**BOARD OF TRUSTEES OF THE  
VILLAGE OF ANTIOCH  
LAKE COUNTY, ILLINOIS**

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

Attest:

\_\_\_\_\_  
Secretary

**BOARD OF EDUCATION OF  
ANTIOCH COMMUNITY  
CONSOLIDATED SCHOOL  
DISTRICT NO. 34  
LAKE COUNTY, ILLINOIS**

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

Attest:

\_\_\_\_\_  
Secretary

## Exhibit "A": List of Properties

### **I. School District Properties:**

Antioch Elementary School  
817 N. Main Street  
Antioch, IL. 60002

Antioch Upper Grade School  
800 Highview Drive  
Antioch, IL. 60002

Hillcrest Elementary School  
433 Depot Street  
Antioch, IL. 60002

Oakland Elementary School  
22018 W. Grass Lake Road  
Antioch, IL. 60002

W.C. Petty Elementary School  
850 Highview Drive  
Antioch, IL. 60002

### **II. Village Properties:**

Williams Park Pavilion  
741 Main Street  
Antioch, IL 60002

Centennial Park Pavilion  
601 Anita Street  
Antioch, IL 60002

Antioch Scout House  
770 Cunningham Drive  
Antioch, IL 60002

Parks and Recreation Building  
806 Holbek  
Antioch, IL 60002

All other park sites