

INTERGOVERNMENTAL AGREEMENT BETWEEN LINCOLNWOOD SCHOOL DISTRICT 74 AND THE VILLAGE OF LINCOLNWOOD

THIS AGREEMENT is made and entered into this 6th day of April, 2023, between the BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74, Cook County, Illinois (hereinafter referred to as the "School District") and the BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, Cook County, Illinois (hereinafter referred to as the "Village") and from time to time referred to collectively as the "Parties"; and

WHEREAS, the Parties hereto are a unit of local government and a school district, and the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local governments and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Chapter 5, Illinois Compiled Statutes, Act 220, Section 1, et seq., entitled the "Intergovernmental Cooperation Act", provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government or school district may be exercised jointly with another unit of local government or school district; and

WHEREAS, the Parties desire to cooperate in promoting cultural, recreational, educational and related programming for the benefit of the community and the citizens the Parties jointly represent and serve by allowing the Village to utilize facilities and school grounds owned by the School District and allowing the School District to utilize facilities and property owned by the Village; and

WHEREAS, the Parties have determined that this intergovernmental agreement (hereinafter the "Agreement") will aid their governmental objectives and is for the benefit of the citizens.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the Parties hereto, it is agreed by and between the Parties as follows:

Section 1: Preamble

The Preamble hereto shall be and hereby constitutes a part of this Agreement.

Section 2: Authority

This Agreement is made pursuant to the above-cited provisions of the Illinois Constitution, and the laws of the State of Illinois, including the Intergovernmental Cooperation Act, the Illinois Municipal Code, and the Illinois School Code.

Section 3: Duration

This Agreement shall become effective upon the date set forth above and shall be in effect for a period until August 31, 2027. On or before August 31, 2027, this agreement will be reviewed by the Parties who shall meet and confer to determine whether the Agreement shall be revised to reflect any changes.

Section 4: School District Facility Use

The School District shall allow the Village to use its sites and buildings on a first-priority basis without charge or cost when such sites and buildings are not occupied for school purposes. The School District reserves the right to restrict access to areas within its buildings and to assign locations within any of its buildings that will accommodate the intended purpose of Village program. It is agreed that these facilities are to be utilized by the Village for supervised, public recreational programs as outlined in this section. During such times, the School District shall not restrict public use of the property (including the walkways, driveways, and parking lots) as it may be required and/or necessary to provide access to the facilities for public recreation use.

For the purpose of this agreement, "School Purposes" shall mean any program or usage sponsored or conducted under the auspices of the School District which the Board of Education has determined meets the goals of the School District.

The following facilities will be made available by the School District to the Village when such use does not interfere with the program or possible maintenance or remodeling schedules of the School District. The Village and School District shall coordinate periodically on any schedule of anticipated usages by the Village. Following such periodic meetings, the School District shall then coordinate the scheduled usages of School District facilities by any other recurring user. If the Village has not requested a particular facility in advance and a second-priority user has reserved said facility, the School District shall work with the Village on locating an acceptable School District location or alternate date and time. Additional room use requests during the school year and summer months may be requested through the School District's Application for Use of School Facilities.

Todd Hall School

The Gym shall be available to the Village for use by the Village Parks and Recreation Department: (i) Mondays through Fridays, between 6:00 p.m. and 8:00 p.m., on each day that school is in session; and (ii) Saturdays and Sundays, from 9:00 a.m. to 6:00 p.m.

These rooms are only available when not being used for school purposes and are always subject to approval through the School District's Application for Use of School Facilities.

Rutledge Hall School

The Multipurpose Room, Teacher's Lounge, and playground will be available to the Village for use by the Village Parks and Recreation Department Monday through Friday between 2:45 p.m. and 6:30 p.m., on each day that school is in session.

The Gym shall be available to the Village for use by the Village Parks and Recreation Department: (i) Mondays through Fridays, between 2:45 p.m. and 8:00 p.m., on each day that school is in session; and (ii) Saturdays and Sundays, from 9:00 a.m. to 6:00 p.m. A space suitable for the Village's afterschool care program of up to 40 children will always be available to the Village on each day that school is in session.

These rooms are only available when not being used for school purposes and are always subject to approval through the School District's Application for Use of School Facilities.

Lincoln Hall School

The Gym shall be available to the Village for use by the Village Parks and Recreation Department: (i) Mondays through Fridays, between 3:25 p.m. and 8:00 p.m., on each day that school is in session; and (ii) Saturdays and Sundays, from 9:00 a.m. to 6:00 p.m. These rooms are only available when not being used for school purposes and are always subject to approval through the School District's Application for Use of School Facilities.

Additional Spaces

The Village may request use of other School District facilities, such as an auditorium, field, or classroom, for any formal Village purpose. All requests are subject to approval through the School District's Application for Use of School Facilities. The Village's Application for the use of School Facilities shall be processed on a first priority basis after the School District's own scheduled programs.

Cleanliness

The Village will be responsible for daily clean-up of the rooms and field areas which it uses. All garbage will be placed in appropriate containers supplied by the School District.

Supervision

The supervision of program participants will be the sole responsibility of the Village or its Designee.

Communication

Every effort will be made by the parties to keep open lines of communication between the School District and Village of Lincolnwood.

Periodically, the Superintendent of Schools and/or their representative and the Village of Lincolnwood Village Manager and/or their representative will inspect the school facilities being used by the Village. The Village agrees to place the school facilities in the same condition as they were prior to its use and to pay for such work or damages suffered by the School District as a result of the Village's use, provided that the parties agree on the cost of such work or damages and agree that it was caused by the Village.

Section 5: Village of Lincolnwood Facility Use

The following facilities will be made available by the Village to the School District without charge or cost when such use does not interfere with the schedule of the Village:

Village Hall Council Chambers

Village Hall Council Chambers and audio/video system will be made available to the School District for the monthly Board of Education meetings. The School District will provide the Village with a schedule of regular Board of Education meetings on a timely basis. It is understood that if the Board of Education meeting conflicts with a Village event, the Village event takes

precedence. Notice will be given to the School District if there is a conflict with a proposed Board of Education meeting.

The Village maintains equipment for the broadcast of live and recorded media on cable channels and on a video platform shared with the School District. The system includes audio/visual equipment that is owned and maintained by the Village. The Village will broadcast the School District meetings that are recorded in the Council Chambers.

The Village will provide the School District with the contact information for any part-time staff trained in operation of the audio / visual system for meetings in the Council Chambers. The School District is responsible for staffing and compensating anyone assigned to operate the a/v system in the Council Chambers. The Village will train, at no cost to the School District, any staff member assigned by the School District to operate the audio / visual system. The Village reserves the right to deny access to anyone to their audio / visual system.

Village Cable Channel

The School District may request use of the Village's cable channel for School District programming purposes. Requests for use of the cable channel shall be submitted to the Village Manager's Office. The Village Manager shall have the authority to approve or deny any request for the cable channel.

Recreational Facilities

The School District may request use of other Village facilities, such as the Proesel Park Shelter, Community Center, or sports fields ("Village Facilities"), for any formal School District purpose. All requests are subject to approval through the Village of Lincolnwood Parks and Recreation Department permit application process, and may not conflict with planned Village use of the facility. The School District's permit application for the use of Village Facilities shall be processed on a first priority basis after the Village's own scheduled programs.

Permit fees for use of Village Facilities will be waived by the Village.

Cleanliness

The School District will be responsible for daily clean-up of the Village Facilities which it uses. All garbage will be placed in appropriate containers supplied by the Village.

Supervision

The supervision of program participants will be the sole responsibility of the School District or its Designee.

Communication

Every effort will be made by the parties to keep open lines of communication between the School District and Village of Lincolnwood.

Periodically, the Village Manager and/or their representative and the School District Superintendent and/or their representative will inspect the Village Facilities being used by the School District. The School District agrees to place the Village Facilities in the same condition as they were prior to its use and to pay for such work or damages suffered by the Village as a result of the School District's use, provided that the parties agree on the cost of such work or damages and agree that it was caused by the School District.

Section 6: Liability Insurance

The Village

The Village is liable for, and hereby agrees to indemnify and hold harmless the School District, the members of the Board of Education in their official capacity, and the employees, agents, or volunteers of the School District from any claims, liability, damages, costs, expenses, fees, including attorney's fee, for bodily injury or property damage which may arise, either directly or indirectly, in connection with the use by the Village pursuant to this Agreement of the School District's premises and adjacent areas, including but not limited to the playgrounds and adjacent play fields, by the Village, and in addition, the Village agrees to obtain, at its sole expense, liability insurance in the amount of not less than \$3,000,000.00 combined single limit per occurrence for bodily injury and property damage all covering its obligations hereunder. Such insurance policy or policies shall name the School District, its Board members, officers, agents and employees, as additional insured, and shall contain a provision stating that the insurance may not be canceled unless the School District is given at least 30 days prior written notice of cancellation. The Village will deposit a certificate of insurance with the School District evidencing proper liability insurance for said purpose, and shall maintain a current certificate of insurance.

The Village's liability under this Agreement and its insurance shall specifically extend to and include the corridors and entrances which the Village and its employees or visitors may pass in order to gain entrance to the School District's premises.

The School District

The School District is liable for, and hereby agrees to indemnify and hold harmless the Village, the members of the Village Board in their official capacity, and the employees, agents, or volunteers of the Village from any claims, liability, damages, costs, expenses, fees, including attorney's fee, for bodily injury or property damage which may arise, either directly or indirectly, in connection with the use by the School District pursuant to this Agreement of the Village's premises and adjacent areas, including but not limited to the playgrounds and adjacent play fields, by the School District, and in addition, the School District agrees to obtain, at its sole expense, liability insurance in the amount of not less than \$3,000,000.00 combined single limit per occurrence for bodily injury and property damage, all covering its obligations hereunder. Such insurance policy or policies shall name the Village, its Village Board members, officers, agents and employees, as additional insured, and shall contain a provision stating that the insurance may not be canceled unless the Village is given at least 30 days prior written notice of cancellation. The School District will deposit a certificate of insurance with the Village evidencing proper liability insurance for said purpose, and shall maintain a current certificate of insurance.

The School District's liability under this Agreement and its insurance shall specifically extend to and include the corridors and entrances which the School District and its employees or visitors may pass in order to gain entrance to the Village's premises.

Section 7: Workers Compensation

The Parties shall each carry worker's compensation insurance with statutory limits of liability.

Section 8: Village and School District Staff

General Expectations

The Village and School District shall ensure all staff, substitutes, and contractors that may be involved in providing services on behalf of the entity on the other party's property have completed and satisfactorily passed a background check through the state of Illinois (at a minimum) and have been cross-referenced with the state of Illinois and federal sexual offender registry prior to their use of the facility.

Sexual Harassment Policy

Each Party has a written policy regarding sexual harassment which complies in all respects with the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4)(2005).

Section 9: Additional Terms

In recognition of the facility use and services provided, the Village and School District also agree to the following:

1. The Village agrees to waive any applicable fees for the use of Village Hall Council Chambers, the audio/visual system, cable channel, Proesel Park Picnic Shelter, sports fields, Community Center, and parks.
2. The School District agrees to provide the use of facilities for public recreation programs at no charge or cost to the Village.
3. The Village agrees to provide scavenger service for all the School District facilities based upon the current pick-up schedule in lieu of a fee.
4. The Village agrees by proper Ordinance, to waive the municipal utility taxes charged to the School District and its facilities for public utility services, including but not limited to, natural gas and telecommunications, as specifically permitted by the Illinois Municipal Code, 65 ILCS 5/8-11-2(f), in lieu of a fee.
5. The Village will provide annual vehicle stickers for the School District's vehicle fleet at no charge. The School District agrees to provide a list of vehicles to the Village's Finance Director on an annual basis.
6. The Village operates a Fire Department and Police Department, collectively known as "Public Safety", that provide services for the School District and the entire geographic area of Lincolnwood. The Village shall provide personnel assigned to Public Safety, as staffing and schedules provide, to the School District for routine services and support for the School District (e.g. facility and event walkthroughs, fire prevention services, alarm witnessing service,). In instances where routine staffing does not allow for the assignment of staff members, the School District may request for a special detail in which the School District would pay the commiserate rate for staffing. Each department that represents Public Safety will designate a representative to the School District and any service by that department covered by this agreement will be coordinated through that representative.

7. The Village’s Police Department agrees to assume responsibility for the hiring, training, and supervision of all crossing guards that serve at four locations. The Village reserves the right to outsource crossing guard services to a third party company. The School District agrees to share the expense of the program equally with the Village and ensure coverage at both East Prairie and Lunt, and East Prairie and Pratt. The Village agrees to share the expense of the program equally with the School District and ensure coverage at both Crawford and Farwell and Crawford and Lunt locations.

In the event of a temporary absence of a crossing guard at either of the locations of Crawford and Farwell and/or Crawford and Lunt it shall be the responsibility of the Village to procure a replacement for that location. In the event of a temporary absence of a crossing guard at either of the locations of Pratt and East Prairie and / or Lunt and East Prairie it shall be the responsibility of the School District to procure a replacement for that location.

a. Crossing Guard Schedule:

Location	AM	PM	Early Dismissal
Pratt and East Prairie (1)	7:40 – 8:20 am	2:40 – 3:45 pm	10:55 – 11:40 am
Crawford and Farwell (1)	7:40 – 8:20 am	2:40 – 3:45 pm	10:55 – 11:40 am
Crawford and Lunt (1)	7:40 – 8:35 am	2:40 – 3:30 pm	10:55 – 11:40 am
Lunt and East Prairie (1)	7:40 – 8:35 am	2:45 – 3:45 pm	10:55 – 11:40 am

8. The Village agrees to include the School District on the wireless alarm system. The School District agrees to pay the fees as outlined in the Village’s Annual Fee Resolution.
9. The Village agrees that for work where a Village-issued building permit is required, all associated fees shall be waived. Where a deposit is required for work, a deposit will need to be provided in line with the Village Code.
10. In the event that there is a conflict between the terms of this Agreement and terms of the School District’s Application for Use of School Facilities or the Village’s permit application forms, the terms of this Agreement take precedence.
11. The School District may request the placement of communication materials to be included in various platforms controlled by the Village including, but not limited to, the Village’s website, social media platforms, and Reverse 9-1-1 system. The request shall be submitted via email to the Village. The Village reserves the right to deny any such request.
12. The Village may request the placement of communication materials to be included on various platforms controlled by the School District including, but not limited to, the School District’s website, social media platforms, and electronic communications to parents. The request shall be submitted via email to the School District. The School District reserves the right to deny any such request.

TERMINATION

Either party may terminate this Agreement by giving 60 days written notice to the other party.

NOTICES

All notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when delivered personally or when mailed by registered or certified mail, postage prepaid, addressed as follows:

Village:

Village Manager
Village of Lincolnwood
6900 N. Lincoln Ave.
Lincolnwood, IL 60712

School District:

Superintendent
Lincolnwood School District #74
6950 East Prairie Rd.
Lincolnwood, IL 60712

Or at such other address or addresses that shall be designated in writing from time to time by either the School District or the Village.

IN WITNESS THEREOF, the parties hereby have executed this agreement the day and year first above written.

ATTEST:

**LINCOLNWOOD SCHOOL DISTRICT
NUMBER 74**
an Illinois school district

By: _____
John P. Vranas
Its: Secretary

By: _____
Kevin Daly _____
Its: Board President

ATTEST:

VILLAGE OF LINCOLNWOOD
an Illinois home rule municipal corporation

By: _____
Beryl Herman
Its: Village Clerk

By: _____
Jesal Patel
Its: Village President