

Intergovernmental Agreement with the Palos Heights School District 128

and the City of Palos Heights

WHEREAS, THE CITY OF PALOS HEIGHTS, Cook County, Illinois, hereinafter called the “The City”, and the PALOS HEIGHTS SCHOOL DISTRICT NO. 128, Cook County, Illinois, hereinafter called the “School District”, have cooperated for the mutual benefit of its community for many years; and

WHEREAS, The City seeks the use of School District facilities to hold The City’s Day Camp Program.

WHEREAS, the School District is presently the owner of school buildings and ground commonly known as Chippewa Elementary School and may own or operate other school buildings and grounds during the term of this Agreement (collectively the “School Properties”) situated within the boundaries of The City; and

WHEREAS, the School District has determined that The City’s use of the School Properties for the Day Camp Program during agreed upon hours would not interfere with the School District’s delivery of educational services to its students and residents, and has further determined that such use may enhance delivery of such educational services; and

WHEREAS, Article VII, Section 10, of the 1970 State of Illinois Constitution authorizes units of local government, such as the School District and The City, to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government where not prohibited by law;

WHEREAS, Section 5 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3) further provides that any one or more units of local government at contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the School District has been granted the control and supervision of school grounds and the authority under Section 10-22.10 of the Illinois School Code (105 ILCS 5/10-22.10) to grant the use of school grounds, under such provisions and control as they may see fit to impose and for the conducting of recreational, social and civic activities in the school building or on the school grounds or both; and

WHEREAS, the parties hereto have determined that it is in their respective best interests and the best interests of their residents to enter into this Agreement to secure to each the benefits of enhanced recreational and educational activities for the residents of The City and the School District;

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained below, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

I Term

1.1 **Term-** The term of this Agreement shall be for a period of nine weeks, commencing in June 9, 2025 through August 1, 2025 unless terminated prior to that date, as provided in this Agreement.

1.2 **Termination-** Each party reserves the right to terminate this Agreement for any reason upon 30 days advanced written notice to the other party.

1.3 **Effect of termination-** The termination of this Agreement shall not alleviate any responsibility to pay or make repairs occurring during the effective period of this Agreement.

1.4 **Condition of Property-**At the expiration of this Agreement, whether by lapse of time or otherwise, each party shall leave the other party's properties in substantially the same condition, normal wear and tear attributable to a party's use excepted, as in existence at the time of the execution of this Agreement. To the extent that a party does not meet this obligation, the other party may see reimbursement for expenses incurred for any work necessary to restore the other party's properties to substantially the same condition as in existence at the time of the execution of this Agreement or to the same condition to which the property has been later modified by the party owning the property, as provided for in Section 5.1 and 5.2.

II Use

2.1 **School Properties-** Subject to the conditions set forth herein, the School District shall make available for use by The City during times when there are no conflicting school sponsored activities those portions of the Independence Junior High and its surrounding grounds as are agreed upon by the parties pursuant to Section 2.3 for The City's Day Camp Program. There shall be no charge to The City for such use of School Properties.

2.2 **Priority of Use-** The School District shall have the right to use of the space that the Day Camp Program occupies with one week's notice. The School District shall immediately notify The City upon first learning of the circumstances requiring a schedule change and shall take reasonable steps to avoid conflicts, and shall attempt to provide alternatives not sponsored by the School District. The Day Camp Program will be moved to a temporary space Palos Heights Recreation Center. The City shall notify the School District within 48 hours of any schedule changes of the Day Camp Program.

2.3 **Scheduling-** The Superintendent of the School District or the Superintendent's designee and the Director of The City's Palos Heights Parks and Recreation Department or the Director's designee shall jointly establish schedules of the areas, days, and hours of use of the School Properties by each of the parties. Meetings to establish the schedule shall occur once, and from time to time as deemed necessary by both parties, with sufficient lead time to prepare the properties for the Day Camp Program.

2.4 **Appropriate Use-** The City will use those agreed-upon portions of the School Properties for their reasonably intended uses.

2.5 **Storage-** The School District will accommodate the storage of The City's equipment at the School Property in locations reasonably accessible to The City to be able to run the Day Camp Program.

2.6 **Restrooms-** Restroom facilities in the building on the School Property will be available for the use of the participants and staff of the Day Camp Program.

2.7 Participants- The City will manage the qualification and registration of program participants for the Day Camp Program.

III. Transportation

3.1 The City's Responsibilities- The City is responsible for transportation arrangements for the Day Camp Program.

IV. Responsibilities

4.1 The City's Responsibilities- The City shall:

- a. Plan and Implement all activities for the Day Camp Program.
- b. Determine fee structure for program.
- c. Will hire, train and employ all Day Camp Program Staff.
- d. Shall conduct background investigations of all City employees who work for Day Camp Program at the expense of The City.
- e. Will take all registrations for the program.
- f. Will be in communication with the School District on problems or issues The City might come across regarding the Day Camp Program.
- g. Will supply all supplies or equipment for the program to be able to run successfully. The City will maintain the equipment and supplies and will replace when needed.
- h. Except as otherwise set forth in this Agreement, be responsible for all expenses associated with the Program.
- i. Comply with applicable federal, state and local laws relating to its use of School District Facilities

4.2 The School District's Responsibilities- The School District Shall:

- a. Let The City know one week in advance if the space that the Day Camp Program uses on a daily basis needs to be used for a School District purpose so that the Day Camp Program can be moved to a temporary space Parks and Recreation, except in the event of an unforeseen emergency.
- b. Will be in charge of all transportation of participants to and from the Day Camp Program
- c. Be in communication with The City on any problems or issues The School District might encounter regarding the Day Camp Program.

V. Maintenance

5.1 Maintenance - The School District shall be responsible for the day to day maintenance of the building and structures on the School Property.

5.2 Health and Safety Protocols – The City shall be responsible for the daily cleaning and sanitizing of all facility spaces utilized by the Day Camp program and establishing any necessary health and safety protocols as outlined by the Illinois Department of Health.

5.2 Construction and Renovation-The City acknowledges that from time to time it may be necessary for the School District to undertake construction or renovation projects with respect to the School Properties. In such cases where the construction or renovation is anticipated or not in response to an emergency, the School District shall consult with The City to minimize the disruption or impact on The City's use of the School Property. Where construction or renovation is in response to an emergency, the School District will make reasonable attempts to accommodate relocation of The City's program.

VI. Insurance and Indemnification

6.1 Insurance- Each party shall procure and maintain, at its sole cost and expense, policies of insurance covering its use of the other party's properties as provided in the Agreement, in reasonable and appropriate amounts to be agreed upon by the School District and The City as hereinafter provided, including commercial general liability coverage for bodily injury, personal injury and property damage. Each party's obligations of this paragraph may be satisfied by that party's membership in a self-insurance pool, a self-insurance plan or by policies of insurance written by a responsible insurance company or companies licensed to do business in the State of Illinois.

6.2 Additional Insured- The policies of insurance obtained and maintained by each party shall name the other party as an additional insured for liability arising out of their negligence.

6.3 Insurance Certificates- All insurance policies procured herein or certificates evidencing the existence thereof shall be delivered by each party to the other party within thirty (30) days of execution of this Agreement. Said policies shall contain a provision that at least thirty (30) days prior to the termination, nonrenewal or modification thereof, each party shall receive written notice of the termination, nonrenewal or modification. Usage may be suspended until such time as all insurance requirements are met.

6.4 Indemnification by The City- The City shall indemnify and hold harmless the School District, members of the Board of Education, its officers, employees and agents for any costs, claims, actions or causes of actions, including reasonable attorneys' fees, which may arise from The City's use of the facilities or from The City's obligations under this agreement.

6.5 Indemnification by The School District- The School District shall indemnify and hold harmless The City, members of the City Council, its officers, employees and agents for any costs, claims, actions or causes of actions, including reasonable attorneys' fees, which may arise from the School District's use of the facilities or from storage of The City's equipment or from the School District's obligations under this Agreement.

6.6 Incident Report- In the event of an incident involving injury to persons or property occurring the Day Camp Program The City will write an incident report as soon thereafter practicable.

VII. Miscellaneous Provisions

7.1 Binding Effect-This Agreement shall be binding upon and insure to the benefit of the successors and assigns of the parties as if they too were parties to this Agreement

7.2 **Assignment**-Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

7.3 **Severability**-The invalidity of any provision of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed served and this Agreement shall remain in full force and effect with the provision served or modified by court order.

7.4 **Governing Law**- This agreement shall be governed, interpreted, and construed according to the laws of the State of Illinois.

7.5 **Execution of Counterparts**-This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

7.6 **Amendment**- Except as specified herein, this agreement contains the entire agreement of the parties and shall supercede any prior written or oral agreements or understandings. This Agreement may only be altered, modified or amended upon the written consent and agreement of bother parties hereto duly adopted as required by law. This section shall not be interpreted to preclude or limit, however, the amended or modification of regulations, procedures or policies established by parties.

School Board President

Mayor of Palos Heights

Date

Date