

**Intergovernmental Agreement Between
Riverside School District 96 and the Village of Brookfield**

This Intergovernmental Agreement ("Agreement") is made as of the effective date set forth in Section III.L of this Agreement by and between the Board of Education of Riverside School District 96, Cook County, Illinois (the "School District"), and the Village of Brookfield (the "Village"), an Illinois municipal corporation (each sometimes referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS, the Village provides a recreation and summer camp program (the "Program") and desires to use the school buildings in the School District 96 for the Program; and

WHEREAS, the School District desires to allow the Village to use certain facilities at Hollywood School for the Program and in accordance with this Agreement; and

WHEREAS, the School District has determined that its use of the School District facilities is unnecessary for School District purposes during the time periods that the Village intends to use the School District facilities; and

WHEREAS, as consideration for use of the School District's facilities, the Village agrees to provide part-time temporary seasonal school crossing guards to work within the Village's corporate boundaries at the specific locations set forth below in accordance with the terms and provisions of this Agreement; and

WHEREAS, Section 11-80-23 of the Illinois Municipal Code (65 ILCS 5/11-80-23) provides that the corporate authorities of municipalities may employ and fix the compensation of persons to serve as crossing guards, on a part-time basis, and also authorizes municipalities to pay the salaries and related costs of such crossing guards from funds contained in the general fund; and

WHEREAS, Section 10-22.28a of the Illinois School Code (105 ILCS 5/10-22.28a), provides that a school board may share the cost of employing crossing guards with or accept the employment of crossing guards by any unit of local government; and

WHEREAS, the School District and the Village are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers provided by Section 10(a) of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220 /1, *et seq.*; and

WHEREAS, it is in the best interests of the Village and the School District to enter into this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises recited herein, the parties agree as follows:

I. GENERAL TERMS

A. **Place and Times of Usage.** The School District will permit the Village to use certain facilities at Hollywood School for the School Year (September 1 through May 31) for a recreation program. The facilities shall include a classroom, the outdoor play area, and gymnasium. The Village shall have use of the Hollywood School facilities, up to three (3) days per week, on Monday through Friday, 4:30 p.m. until 7:00 p.m. The Village shall provide the School District with notice to use the Hollywood School facilities at least eight (8) weeks in advance of its use of the Hollywood School Facilities. During School District holidays or other non-student attendance days, the Village shall not use the Hollywood School facilities unless the School District agrees to such use on the specific date in writing. The School District will permit the Village to use Hollywood School from June 1 through the end of the second full week in August for a summer camp program. The Village shall have use of Hollywood School for five (5) days per week, on Monday through Friday, from 8:30 a.m. until 4:30 p.m. Should a conflict arise between the Village's and the School District's use of Hollywood School at a particular time, the School District's right to use Hollywood School shall take priority, provided that the School District shall make reasonable efforts to notify the Village prior to such use.

B. **On-site Representatives.** To maintain order and safety, the Village will have one person as an on-site representative of the Village at all times of usage. The School District will provide a contact person for each school for the program. The School District additionally agrees to provide a mailbox to enable school personnel to leave a message for Village staff.

C. **Emergency Information.** The Village agrees to maintain on-site emergency information for each child enrolled in the programs.

D. **Compliance with Law.** The Village agrees to comply in all respects, and will remain in compliance, with all applicable, federal, state, regional, county, municipal, and local laws, statutes, rules, regulations, ordinances, codes, zoning regulations and School District policies. The Village represents and agrees that the Village has procured all licenses, permits or like permission required by law to conduct or engage in the activity taking place in the School District's facilities. Any special services that may be required by the Americans with Disabilities Act (ADA) and all other legal requirements that apply to the use of the School District's facilities by the Village are the sole responsibility of the Village. The responsibility for the proper supervision of the activity lies solely with the Village, and the Village has sole responsibility for the conduct of the Childcare Program.

E. **Non-Discrimination-Enrollment restrictions.** The Village agrees to refrain from any activity in relation to the use of the School District's facilities that discriminates against any person or persons based upon race, color, creed, national origin, religion, gender, or other characteristic that is protected under current law. The Program will be available to all families residing in the School District's boundaries regardless of where the child that attends the Program resides or attends school, and the Village shall charge resident rates to participants that reside within School District 96 boundaries for programs that are held on location at Hollywood

Elementary School, which include summer camps and any programs determined exclusive to District participants such as recreation programs starting immediately before school or after school. All non-exclusive, open recreation programming, other than summer camps held at Hollywood Elementary School, shall be charged non-resident rates.

F. **Employee Background Checks.** The Village, at its sole cost, shall conduct background investigations of all the Village employees, agents, or others, who will participate in the Program, in accordance with Section 10-21.9 of the Illinois School Code, and shall comply with all requirements of Section 10-21.9 as may be amended from time to time. The Village shall not allow anyone to work under this Agreement whose criminal background check reveals items that would prohibit them from working with children under Illinois law or reveals other criminal convictions or other conduct which lawfully may be considered and which call into question such individual's fitness to work with children. In the event the Village fails to comply with the provisions of this Section and 105 IL CS 5 /10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee or agent of the Village, then the Village agrees to fully defend and indemnify, including the reimbursement of attorney's fees and costs, the School District against any such claims.

G. **List of Responsible Parties.** The Village agrees to provide a list of the names and phone numbers of all individuals who will be in charge of the Program during the use of the School District's facilities.

H. **Schedule of Activities.** The Village will deliver a schedule of activities to the School District.

I. **Building Access.** The School District will provide the Village Program staff with access to the School District's facilities during the Village's usage days from 4:30 p.m. until 7:00 p.m., Monday through Friday, during the Village's recreation program. The School District will provide the Village Program staff with access to the School District's facilities from 8:30 a.m. until 4:30 p.m., Monday through Friday, during the Village's summer camp program. Additional building access may be provided by the School District upon request of a responsible party for the Village Program.

J. **Maintenance of Property.** At the close of each instance of use, the Village shall leave the School District facilities in substantially the same condition as at the outset of each instance of use, ordinary wear and tear excepted, and shall remove all of the Village's personal property. The Village agrees to be solely responsible for any and all damages related to or arising out of the Village's use of the School District's facilities during the term of the Agreement related to the Program. The Village agrees to be solely responsible for all repairs and costs to repairs to the School District facilities for any and all damages arising out of the Village's use of the School District facilities during the term of the Agreement. If the Village does not repair the damage within 14 days after receiving written notice from the School District, or a lesser time if the School District determines the damage creates an emergency situation, the School District may repair the damage and the Village shall reimburse the School District for the costs the School District incurs within 30 days after the School District provides a written invoice to the Village.

K. **Crossing Guards Provided by the Village.** In exchange for the Village's use of the School District's facilities, the Village shall assign Village employees to perform crossing guard duties for the Hollywood Elementary School. The Village shall typically assign one employee to perform crossing guard duties at the intersection of Hollywood Avenue and Washington Avenue, and one employee to perform crossing guard duties at the intersection of Hollywood Avenue and the Burlington Northern-Santa Fe Railroad. The Village employees shall typically perform crossing guard duties from 7:45 a.m. until 8:15 a.m., and from 2:55 p.m. until 3:30 p.m., Monday through Friday, during the School Year. During School District holidays or other non-student attendance days, the Village shall not provide crossing guards. Should a conflict arise between the Village's and the School District's use of Village employees to perform crossing guard duties, the Village's right to reassign its employees shall take priority, provided that the Village shall make reasonable efforts to notify the School District prior to such reassignment; provided that if the Village does not provide the two crossing guards for at least 90% of the times contemplated in this Section in a given month, the School District may terminate this Agreement upon seven (7) days written notice to the Village.

L. **Term.** The term of this Agreement is from January 1, 2022 through December 31, 2023. This Agreement shall automatically renew for one year periods unless the non-renewing party provides the other party with written notice 60 days prior to the renewal date of the non-renewing party's intention to not renew the Agreement.

M. **Rent.** No payments in the nature of rent or payment for services rendered shall be due either Party, as the Village's agreement to provide services to school aged children is sufficient consideration for the Village's access to the School District facilities.

N. **No Improvements.** The Village shall not modify, alter, or place permanent fixtures or improvements on the School District's facilities without the prior express written approval of the School District.

O. **Required Waiver.** For all Village programs or activities where the Village requires participants to sign a waiver, release, indemnity, or hold harmless form, the Village shall add the School District, its Board members, volunteers, affiliates, agents, and employees as additional beneficiaries under such form.

P. **Automated External Defibrillators.** The Parties shall comply with the Illinois Physical Fitness Facility Medical Emergency Preparedness Act (210 ILCS 74/1 *et seq.*) and any other applicable laws.

II. INDEMNIFICATION AND INSURANCE

A. **Indemnification.** It is expressly understood, agreed upon and the specific intent of this Agreement that the School District, its Board members, employees, and agents will at no time assume the responsibility or liability for the actions of the persons using the School District facilities for the Program. The Village agrees, to fully defend, indemnify, and hold harmless the School District, its Board members, employees, and agents from and against all claims, damages, losses, and expenses, including attorney's fees, arising, growing out of or resulting directly or

indirectly from the Village's use of the School District's facilities for the Program, whether said claims, demands, or causes of action are covered in whole part by insurance, except to the extent that those claims, damages, losses and expenses arise from the sole negligence of or act or omission of the School District and its Board members, employees, and agents.

B. **Right to Suit and Prior Consent for Settlement.** In the event that the Village fails or refuses to comply with this or any other provision in this Agreement, the School District, at its sole discretion, may proceed to file suit against the Village to compel such compliance or payment and may terminate the Agreement with seven days written notice to the Village. The Village also agrees that it will not settle or compromise any claim, suit, action or proceeding without the School District's prior written consent, which consent shall not be unreasonably withheld.

C. **Insurance Requirements.**

During the term of this Agreement, the Village, at its sole cost and expense, and for the benefit of the School District, shall carry and maintain the following insurance:

1. Comprehensive general liability and property damage insurance, insuring against all liability of the Village related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate;
2. Automobile liability Insurance with a combined single limit of One Million dollars (\$1,000,000);
3. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Village's respective employees and if the Village will be on the District's premises the Workers' Compensation Insurance must provide an alternative employer endorsement; and
4. Umbrella liability insurance with a minimum combined single limit of Five Million dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, auto liability, and umbrella liability insurance policy shall name the School District, its Board, Board members, employees, and agents as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the School District. The Village shall provide the School District with certificates of insurance and/or copies of policies reasonably acceptable to the School District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the School District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be

canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the School District by certified mail, return receipt requested. The School District acknowledges that as of the date of this Agreement, the Village is self-insured through the Intergovernmental Risk Management Agency ("IRMA"). The School District expressly agrees to have the foregoing insurance requirements, at the option of the Village, provided through IRMA rather than through commercial insurance.

D. **Notice of Suit.** In the event that any claim, action, suit or proceeding is brought against the Village in connection with or that in any way refers or relates to this Agreement, it shall within 48 hours provide written notice of that fact to the School District by certified mail.

E. **Notice of Suit.** In the event that any claim, action, suit or proceeding is brought against the Village in connection with or that in any way refers or relates to this Agreement, it shall within 48 hours provide written notice of that fact to the School District by certified mail.

F. **Waiver of Claims.** Except to the extent prohibited by law, the School District shall not be liable, and the Village waives all claims against the School District for damages to person or property sustained by the Village resulting from its use of School District facilities, or any equipment, furniture, fixtures, or appurtenances thereto becoming out of repair, resulting from any accident in or about School District property or common areas, or resulting directly or indirectly from any act or neglect of any person on School District property or common areas. This Section shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, or noise or the bursting or leaking of pipes or plumbing fixtures and shall apply if any such damage results from the act or neglect of other occupants, or an employee or employees of the School District. All personal property belonging to the Village on School District property shall be there at the risk of the Village and the School District shall not be liable for any damage thereto or the theft or misappropriation thereof.

III. ADDITIONAL TERMS

A. **Default.** If either Party fails to perform any of its obligations as required by this Agreement and fails to cure such failure within 30 days after receiving written notice from the other Party of such default, then, unless such cure cannot reasonably be accomplished within 30 days after receipt of such notice and the defaulting Party fails to proceed to cure within such 30-day period and thereafter continues to diligently prosecute such cure, the non-defaulting Party may terminate this Agreement immediately.

B. **Termination without cause.** Either party may terminate this Agreement without cause subject to the terminating party providing the non-terminating party with 30 days written notice.

C. **Taxes.** No legal title or leasehold interest in any facility shall be deemed or construed to have been created or vested in the Village by anything contained in this Agreement. The parties acknowledge that the School District facilities are exempt from general real estate taxes. The Village agrees that in the event that this Agreement or the rights granted under this Agreement or the Village's use of the School District's facilities results in full or partial loss of such real estate tax exemption or in the assessment of real estate taxes, the Village shall pay the

School District the amount of any such tax.

D. **Relationship of the Parties; No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to consider any Party or its respective employees, volunteers, or agents as the agents or employees of any other Party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the School District and the Village. Notwithstanding any provision herein to the contrary, 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. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the School District or the Village.

E. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

F. **Entire Agreement.** This document embodies the entire agreement between the parties hereto with respect to the use of the School District's facilities and supersedes any and all prior agreements and understandings whether written or oral, and whether formal or informal. No extensions, changes, modifications, or amendments to this agreement, of any kind whatsoever shall be made or claimed by either party to this Agreement shall have any force or effect whatsoever unless the same shall be endorsed in writing and signed by both parties.

G. **Severability.** 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 to be severed and this Agreement shall remain in full force and effect with that provision severed or as modified by court order provided that said provision determined invalid does not substantially impair the intent or substance of this Agreement so that the purposes of this Agreement are not fulfilled and the benefits to the parties hereto are not realized. If said provision does substantially impair the intent or substance, the parties shall attempt to agree on an amendment to this Agreement to address the changes necessary because of the court determination. If the parties are unsuccessful in negotiating an amendment, this Agreement shall terminate.

H. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt.

Notices and communications to the School District shall be addressed to, and delivered at, the following address:

School District 96
3340 S. Harlem Avenue
Riverside, IL 60546

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Brookfield
Attn: Village Manager
8820 Brookfield Avenue
Brookfield, IL 60513

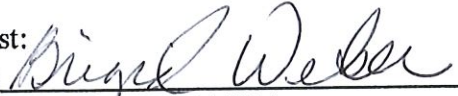
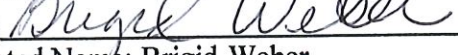
I. **Calendar Days.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, federal, State, or School District holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, federal, State, or School District holiday. For purposes of this Agreement, the School District's summer break shall not constitute a "School District holiday."

J. **No Waiver.** The failure of either party to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no waiver had occurred.

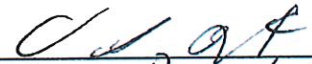
K. **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the parties sign as set forth below the signature of their duly authorized representatives.

VILLAGE OF BROOKFIELD

By: 
Printed Name: Michael J. Garvey
Title: Village President
Dated: 1/24/22

Attest: 
By: 
Printed Name: Brigid Weber
Title: Village Clerk
Dated: 01/24/2022

BOARD OF EDUCATION OF RIVERSIDE
SCHOOL DISTRICT #96, COOK COUNTY,
ILLINOIS

By: 
Printed Name: Daniel Hunt
Title: President Board of Education
Dated: 1/19/2022