

10/16/2018

98-R-18

A RESOLUTION

Approving an Agreement with the Ridgeville Park District for a Middle School Afterschool Program at the Ridgeville's Facility, David Wood Fieldhouse at Kamen Park East

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: The City Council hereby approves, pursuant to the City of Evanston's home rule power, the Agreement by and between the City and the Ridgeville Park District for a middle school afterschool program site at the Kamen East Fieldhouse site in the form attached to this Resolution as Exhibit 1.

SECTION 2: The City Council hereby authorizes and directs, pursuant to the City's home rule power, the City Manager to execute the Agreement so long as the Agreement: (i) is in substantially the form attached to this Resolution as Exhibit 1; and (ii) has been approved by the Corporation Counsel.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval according to law.

Attest:



Devon Reid, City Clerk

Adopted: October 22, 2018



Stephen H. Hagerty, Mayor

Approved as to form:



Michelle L. Masoncup, Corporation Counsel

EXHIBIT 1

RIDGEVILLE PARK DISTRICT AGREEMENT



AGREEMENT BETWEEN THE CITY OF EVANSTON AND THE RIDGEVILLE PARK DISTRICT

This Agreement is made and entered into by and between the **CITY OF EVANSTON**, an Illinois home rule municipal corporation (the "City") and, **THE RIDGEVILLE PARK DISTRICT** (the "Park District"). The City and the Park District shall be referred to herein collectively as the "Parties".

WHEREAS, the City of Evanston desires to partner with the Ridgeville Park District for a middle school afterschool program site at the Kamen East Fieldhouse (the "Premises") to better serve the residents of Evanston; and

WHEREAS, the Fieldhouse is located in the Park District; and

WHEREAS, the Ridgeville Park District Board of Commissioners has approved a contribution of twelve thousand dollars (\$12,000.00) to be paid to the City of Evanston to hire staff for the program; and

WHEREAS, the City and the Park District have determined that this intergovernmental agreement (hereinafter the "Agreement") will aid their governmental objectives and is for their mutual benefit and the benefit of the citizens of Evanston and will outline the maintenance responsibilities and expectations between the Parties as described in this Agreement,

NOW THEREFORE, the City and the Park District agree as follows:

1) **Services**. The City hereby enters into this Agreement with the Park District to establish an afterschool program (the "Program") with such functions and services described below in this paragraph. The Parties agree that the Program shall consist of the following:

- Open to Evanston youth in grades 6th to 8th.
- The Program shall operate after school until 6 p.m., Monday through Friday or on days and hours agreed upon mutually by the City and the Park District.
- Daily activities range from board games, arts and crafts projects, social interaction, use of an internet connection, homework assistance and other activities as planned.
- Snack will be served daily between 3:30 p.m. to 4:30 p.m.
- Registration and daily sign-in will be required through the City's Parks, Recreation and Community Services Department.

- Daily participation will not exceed twenty-five (25) individuals.

2) **City Use of the Kamen Park Fieldhouse.** The Park District shall in turn provide the City and its Department of Parks, Recreation and Community Services use of the Premises in Kamen East Park during the months of the proposed pilot program at the days and times set forth in Paragraph 1 for the purposes of operating an after school program for middle school youth.

3) **City Obligations.** The City of Evanston shall provide one part time Program Supervisor employee and one Part Time Recreation Aide employee to plan, coordinate daily program activities and supervise attendees. The two employees are under the operational control of the City of Evanston, Parks, Recreation and Community Services Department Director or his/her designee. The City will also be responsible for the following:

- Registering participants and collecting any associated fees for the Program;
- Providing general recreation supplies;
- Serving daily snacks;
- Ensuring waiver of liability agreements in favor of the City and the Park District are executed; and
- Provide storage containers to supplies.

4) **Park District Obligations.** The Ridgeville Park District shall provide to the City for operation of the Middle School Afterschool Program the following:

- Provide the City keys for access to the Premises;
- Provide tables and chairs for programming;
- Maintain the condition of the Premises on a daily basis;
- Provide internet connectivity;
- Assist in promotion of the Program; and
- Meet bi-monthly at mutually agreed upon times with designated City officials to discuss upcoming plans for the program and to address any concerns.

5) **Loss of Use for Causes Beyond Control.**

- A. The City and the Park District shall not be responsible for the obligations undertaken hereunder where it becomes impossible or impractical to maintain and operate the Premises due to any cause beyond its control, including, but not limited to, acts of God or public enemies, acts or restrictions of the government, civil disturbances, fires, floods, strikes, lock-outs and shut-downs.
- B. In the event the City and the Park District performance here in under becomes impossible or impractical, as provided in paragraph 1, the City's and the Park District's obligations shall cease.

6) **City/Park District Liaisons.** Within thirty (30) days after the execution of this Agreement, the City's Parks, Recreation and Community Services

Director and the Park District's Director of Parks and Recreation shall each designate a City/ Park District Liaison. The City/Park District Liaisons shall promptly resolve any and all disputes arising from this Agreement. However, if the City/Park District Liaisons are unable to reach a resolution within ten (10) days, the matter in dispute shall be submitted in writing to the Park District's Director of Parks and Recreation and the City's Parks, Recreation and Community Services Director for resolution.

7) **Term.** The initial term of this Agreement is from September 24, 2018 through June 1, 2019. Notwithstanding any provision herein to the contrary, this Agreement may also be terminated by the mutual consent of the Parties.

8) **Payment for Services.** The first payment contribution of six thousand dollars (\$6,000.00) will be paid to the City of Evanston by December 1, 2018 and the six thousand dollars (\$6,000.00) balance will be due on May 1, 2019. Further financial contributions and payment dates will be negotiated between both parties, prior to the start of a new program session.

9) **Relationship.** The Parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, or employment relationship between the Parties. The Park District is not authorized to enter into or commit the City to any agreements, without the prior written consent of the City Manager or his designee. The City is not authorized to enter into or commit the Park District to any agreements, without the prior written consent of the Park District's Director of Parks and Recreation.

10) **Indemnification.** The Park District hereby fully releases and discharges the City, its officers, elected officials, agents, attorneys, contractors, and employees from any and all claims from injuries, including death, damages or loss, which may arise or which may be alleged to have arisen out of, or in connection with this Agreement. The City hereby fully releases and discharges the Park District, its officers, agents, attorneys, contractors, and employees from any and all claims from injuries, including death, damages or loss, which may arise or which may be alleged to have arisen out of, or in connection with this Agreement.

11) **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder.

12) **Assignment.** No part of this Agreement may be assigned by either of the Parties hereto without prior written consent of the other party.

13) **Right to Amend.** In the event that either the City or the Park District desires to modify or amend this Agreement, written notice thereof shall be given to the other Party at least twenty (20) days prior to the consideration of said modification or amendment. If said modification or amendment is thereafter mutually agreed upon, this Agreement will be so amended. All modifications and/or amendments shall be in writing and signed by the appropriate officers of each Party, as authorized by resolution. The Parties shall meet annually during the term of this Agreement to consider proposed amendments to this Agreement.

14) **Condition of Premises.** At termination of each usage of the Premises, the City will be required to remove program supplies from the site and shall return the Premises to the same condition as it was at the commencement of such use.

15) **Condition and Upkeep of the Fieldhouse.** The City of Evanston shall not do any painting or decorating, erect any partitions, make any alterations, or do any nailing, screwing into the ceilings, walls, or floors without the Park District's prior written consent. All additions, fixtures, hardware, non-grade fixtures and all improvements, temporary or permanent, shall unless the Park District requests the removal, become the Park District's property and shall remain in the Fieldhouse at the termination of this agreement without compensation or allowance or credit to the City. If upon the Park District's request, the City does not remove the said additions, decorations, fixtures, hardware, non-grade fixtures and improvements, the Park District may remove the same and the City shall pay the cost of such removal to the Park District.

16) **Further Actions.** The City and the Park District agree to do, execute, acknowledge and delivery all agreements and other documents and to take all actions necessary or desirable to comply with the provisions of this Agreement and the intent hereof.

17) **Notices.** Notices pursuant to this Contract shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(a) City: City of Evanston
Attn: Parks, Recreation, and Community
Services Director
2100 Ridge Avenue
Evanston, Illinois 60201

with a copy to: City of Evanston
Attn: Corporation Counsel
2100 Ridge Avenue
Evanston, IL 60201

(b) Park District: Ridgeville Park District
908 Seward Street
Evanston, IL 60202
Attn: Director of Parks and Recreation

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed

given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

18) **General Provisions.**

(a) The text herein shall constitute the entire agreement between the parties. Any amendments or modifications to this Agreement shall be in writing and bear the signatures of the duly authorized representatives of the Parties.

(b) The laws of the State of Illinois shall govern the construction, validity, performance, and enforcement of this Agreement. Venue as to any action shall be the Circuit Court of Cook County.

(c) This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, constitute a duplicate original.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on this _____ day of _____, 2018.

CITY OF EVANSTON:

By: _____

Wally Bobkiewicz

City Manager

RIDGEVILLE PARK DISTRICT

By: Brian Rosinski

Print: BRIAN ROSINSKI

Title: DIRECTOR

Approved as to form:
Michelle L. Masoncup
Michelle L. Masoncup
Corporation Counsel