

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE FOREST PRESERVE DISTRICT OF COOK COUNTY
AND
THE RIVER FOREST PARK DISTRICT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 15th day of June, 2021, by and between THE FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS hereinafter called the "District", and the RIVER FOREST PARK DISTRICT, a municipal corporation of the State of Illinois, hereinafter called the "RFPD". The District and the RFPD may each be individually referred to as a "Party", and collectively referred to as "Parties."

WITNESSETH:

WHEREAS, the District is the owner of the Cummings Square baseball and softball field at Cummings Square located on the corner of Lake and Bonnie Brae Street in River Forest, Illinois;

WHEREAS, the RFPD promotes after school outdoor athletic programs for River Forest and neighboring suburban constituents;

WHEREAS, pursuant to an intergovernmental agreement, the District has previously allowed RFPD to use its field in exchange for RFPD providing ongoing field maintenance;

WHEREAS, RFPD desires to continue to use the Field and provide ongoing maintenance and the District desires to allow RFPD to continue to use the field subject to the conditions and obligations set forth in this Agreement;

WHEREAS, Article VII Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate amongst themselves and with the State to obtain or share services and to exercise, combine, or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes and encourages cooperative agreements between units of Illinois State and local government.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

I. RECITALS.

The Parties agree that the foregoing recitals are true and correct and that said recitals are a material part of this Agreement and are incorporated herein as if they were fully set forth in this Section.

II. ROLES AND RESPONSIBILITIES OF RFPD.

Operations and Field

- RFPD shall maintain the portion of property in Exhibit A that is enclosed by a dotted/broken line and located at Cummings Square on the corner of Lake and Bonnie Brae Street in River Forest, Illinois (the Field”).
- RFPD shall operate the Field, at its own expense, in a clean and safe manner.
- RFPD shall limit its activities on the Field to only softball, baseball and field maintenance.
- RFPD’s season commences on April 1st through August 1st and RFPD shall operate its programs only between the hours of sunrise to sunset (the “Season”).
- RFPD shall procure and place one (1) ADA port-o-let on the Field during the Season. RFPD shall clean the ADA port-o-let at least twice every week during the Season.
- RFPD employees must obey all District ordinances, rules and regulations.
- The District grants RFPD a non-exclusive right of access to the Field.
- RFPD shall furnish all equipment, supplies, and all other items necessary to operate and maintain the Field.
- The District’s Department of Conservation and Experiential Programming may host its events and programs on an ongoing basis at Cummings Square and the RFPD shall not interfere with these or any other District programs being hosted at Cummings Square.

Maintenance

- RFPD shall maintain the Field, including the grass outfield area (approximately 150’ radius out from home plate), and the areas around the sideline fence and backstop.
- RFPD field maintenance shall include dragging and maintaining the Field twice per week during the Season, weather permitting (April-June), and once per week all other times, weather permitting (July-October).

- RFPD field maintenance shall also include mowing the turf once per week, aerating the field a minimum of twice per year at the beginning and end of the Season.

RFPD shall notify the District at least three (3) days prior to applying fertilizer and herbicide applications on the Field to improve turf quality.

Capital Improvements

- RFPD shall perform field work on outfield drainage for the Field on an ongoing basis in accordance with baseball little league standards including, without limitation, the addition of infield mix, proper edging of the infield edges, backstop and sideline fence repairs, and grading work in the outfield in order to improve drainage.

Reporting Requirements

- RFPD shall provide to the District names and contact information of all individuals and entities, including youth athletic associations, that obtain permits from the RFPD for baseball and softball activities. RFPD shall also provide to the District documentation of any fees collected and permits issued.
- RFPD shall provide the District with records of maintenance expenses and revenues generated as a result of maintaining and issuing permits for the Field upon request.
- At least ten days prior to the beginning of each month during the Season, RFPD shall provide the District with a playing field usage calendar that includes all baseball and softball activities scheduled or planned for the following month.

III. ROLES AND RESPONSIBILITIES OF THE DISTRICT.

- The District grants RFPD a non-exclusive right of access to the Field to conduct baseball and softball River Forest Youth Athletic association activities according to the terms of this Agreement.
- All District permit fees are waived in consideration for RFPD assuming maintenance responsibilities of the Field.

IV. INDEMNIFICATION AND WAIVER OF CLAIMS.

To the fullest extent permitted by law, the District shall protect, indemnify, save, defend and hold harmless the RFPD, including its officers, officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims,

damages, penalties, causes of action, costs and expenses, including reasonable attorney and paralegal fees, which the RFPD and for which its officers, officials, volunteers, employees and agents may become obligated by reason of any accident, =injury, death of person or loss of or damage to tangible property, arising indirectly or directly in connection with or under, or as a result of this agreement, except to the extent caused in whole or in part by any negligent, tortious or wrongful act or omission of the RFPD, including its officers, officials, volunteers, employees and/or agents.

To the fullest extent permitted by law, the RFPD shall protect, indemnify, save, defend and hold harmless the District, including its officers, officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney and paralegal fees, which the District and for which its officers, officials, volunteers, employees and agents may become obligated by reason of any accident, injury, death of person or loss of or damage to tangible property, arising indirectly or directly in connection with or under, or as a result of this agreement, except to the extent caused in whole or in part by any negligent, tortious or wrongful act or omission of the District, including its officers, officials, volunteers, employees and/or agents.

The insurance company, self-insurance pool or similar entity of the party providing the indemnification shall be allowed to raise on behalf of the other party any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS §10/1-101, et seq.

Notwithstanding any other provision of this agreement, the District fully disclaims all liability for all damage to RFPD's personal property that occurs during the use of the property during the effective duration this Agreement.

V. INSURANCE.

Prior to the effective date of this Agreement, RFPD, at its cost, shall secure and maintain at all times until completion of the term of this Agreement the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the RFPD's responsibilities under Section IV or for payment of damages resulting from its operations under this Agreement.

RFPD shall require all Subcontractors to provide the insurance required in this Agreement, or RFPD may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as RFPD.

The District maintains the right to modify, delete, alter, or change these requirements.

Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
 - \$100,000 each Accident
 - \$100,000 each Employee
 - \$100,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence-form basis to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products/Completed Operations	
Aggregate	\$ 2,000,000

The policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;

(c) **Commercial Automobile Liability Insurance**

When any vehicle is used under this Agreement, RFPD shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of any such owned, hired and non-owned vehicle with a limit no less than \$1,000,000 per accident.

(d) **Umbrella/Excess Liability Insurance**

Such policy shall be excess of the Commercial General Liability and Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: \$2,000,000

Additional requirements

(a) **Additional Insured**

All required insurance policies, with the exception of the Workers Compensation, shall name the District, its officials, employees, agents and volunteers as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by District shall be in excess of the RFPD's insurance and shall not contribute with it.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the District. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies. Alternatively, the RFPD may satisfy these insurance coverage requirements through participation in a qualified, AGRiP-recognized self-insured intergovernmental risk pool.

(c) **Insurance Notices**

RFPD shall provide the District with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. RFPD shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the District.

Prior to the effective date of this Agreement, RFPD shall furnish to the District certificates of insurance maintained by RFPD. The receipt of any Certificate of Insurance does not constitute agreement by the District that the insurance requirements have been fully met or that the insurance

policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the District to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of RFPD's obligations to obtain insurance pursuant to these insurance requirements.

VI. TERM

The term of this Agreement begins on February 24, 2021 (the "Effective Date") and continues until December 31, 2023 (the "Term"). Thereafter, this Agreement may be extended for two (2) optional one-year extension terms by mutual written agreement of the parties' provided that, for the District, agreement to and execution of such written extension shall be at the discretion of and by its General Superintendent.

VII. MISCELLANEOUS.

A. This Agreement constitutes the complete and exclusive statement of the Agreement of the Parties relative to the Agreement hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

B. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties and neither party shall have the authority to contract for or bind the other party in any manner whatsoever.

C. RFPD and the District shall comply with all applicable federal, state and local laws, rules, regulations, statutes, ordinances, codes, orders and programs. RFPD shall obtain, at its sole expense, all licenses and permits required for RFPD's responsibilities and obligations in this Agreement.

D. This Agreement is entered into solely for the benefit of the 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 and entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party.

E. Nothing herein shall be construed as an express or implied waiver of any common law, statutory immunities or privileges of the District, the RFPD, or any of their respective officials, officers, or employees.

F. Not later than fourteen (14) calendar days after execution of this Agreement each Party shall designate in writing a representative who shall serve as the full time representative of the said Party under this Agreement. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other Party.

G. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

H. This Agreement may only be modified by written modification approved and executed by each Party.

I. The District, in its sole discretion, maintains and reserves the absolute right to terminate this Agreement upon ninety (90) days prior written notice to RFPD.

J. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and approved assigns.

K. The failure by the District or RFPD to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this Agreement shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this Agreement shall be deemed waived by the District or the RFPD unless such provision is waived in writing.

L. The Parties agree this Agreement does not grant RFPD any ownership interest whatsoever in any District property by virtue of this Agreement. RFPD's use of the Field is limited to the provisions of this Agreement. Further it does not grant RFPD any rights to install any additional improvements upon Cummings Square, including but not limited to signage, placards, and lighting.

M. The laws of the State of Illinois (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and in the event of litigation, the parties' consent to the exclusive jurisdiction of and venue in Cook County, Illinois.

N. Upon expiration or termination of this Agreement, any section that by its nature should survive will survive and continue in full force and effect, including without limitation, the Reporting Requirements of Section II, and Sections IV, V, and VII.

O. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the DISTRICT:

**General Superintendent
Forest Preserves of Cook County
536 N. Harlem Ave.
River Forest, IL. 60305**

With copy to

**Lisa Lee, Chief Attorney
Forest Preserves of Cook County
69 W. Washington St., Suite 2010
Chicago, IL. 60602**

To RFPD:

**Michael Sletten, Executive Director
River Forest Park District
401 Thatcher Avenue
River Forest, IL 60305**

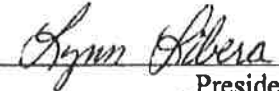
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River Forest Park District

IN WITNESS WHEREOF, RFPD has caused this Agreement to be executed by its duly authorized officers, duly attested and its seal hereunto affixed.

IN WITNESS WHEREOF, the RFPD has executed this Agreement on the 15th day of JUNE, 2021.

RIVER FOREST PARK DISTRICT

BY: , President

ATTEST:

, RFPD ~~Clerk~~ Secretary

Forest Preserve District of Cook County

IN WITNESS WHEREOF, the Forest Preserve District of Cook County, has caused this Agreement to be executed by its duly authorized officers, duly attested and its seal hereunto affixed.

IN WITNESS WHEREOF, the Forest Preserve District of Cook County has executed this Agreement on the 15th day of JUNE, 2021.

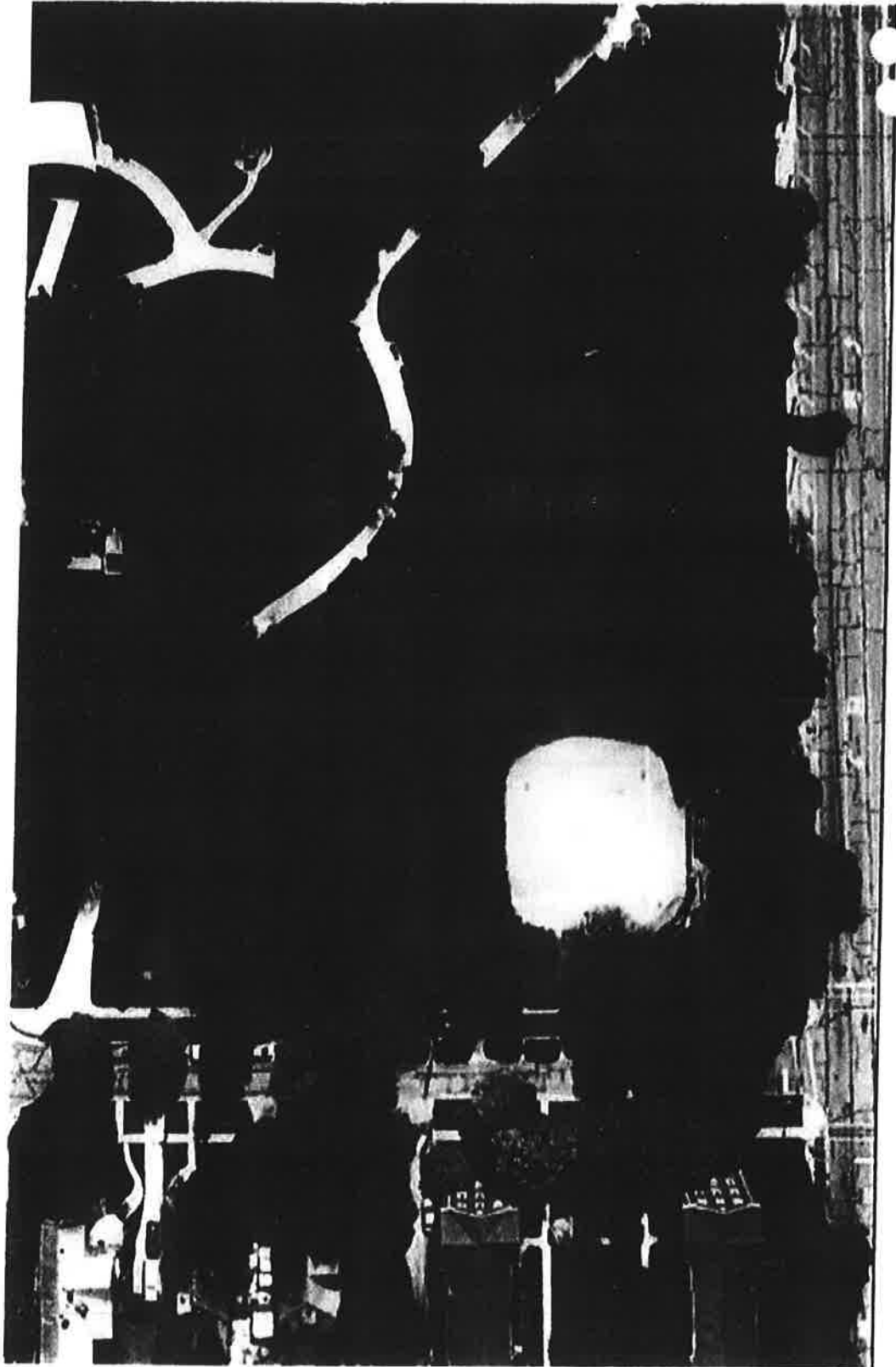
FOREST PRESERVE DISTRICT OF COOK COUNTY

BY: Toni Preckwinkle
Toni Preckwinkle, President

ATTEST:

Michael B. D'Amico
Secretary of the Board

Exhibit A



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