

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") entered into as of the 11 day of February, 2014, between THE CITY OF ROCHELLE, an Illinois municipal corporation ("the City"), and THE FLAGG-ROCHELLE COMMUNITY PARK DISTRICT, a body politic and corporate ("the Park District"), and ROCHELLE COMMUNITY CONSOLIDATED SCHOOL DISTRICT #231 ("the School District"):

### WITNESSETH

**THAT WHEREAS**, the parties, pursuant to Article VII, section 10 of the Illinois Constitution, and the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*, have the authority to exercise their powers jointly and in cooperation with each other, and to contract with each other; and

**WHEREAS**, the School District is the owner of vacant land located between 5<sup>th</sup> and Avenue and 6<sup>th</sup> Avenue, directly east of 10<sup>th</sup> Street, commonly known as the "Central School Prairie", including the northernmost \_\_\_\_\_ feet thereof ("the Property"); and

**WHEREAS**, the parties wish to cooperate in preparing and maintaining the Property for public ice-skating during cold weather, and to utilize their respective powers in cooperation for such purpose, in the manner set forth herein;

**NOW THEREFORE**, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

**1. USE OF PROPERTY.** The School District agrees to allow the City and the Park District, at no expense, to utilize the Property for purposes of public ice-skating during cold weather on the terms set forth herein.

**2. PREPARATION FOR FLOODING; MAINTENANCE.** The Park District agrees, at its expense, to prepare the Property for flooding, to maintain the ice on the Property in good condition for ice-skating and, at the end of the ice-skating season, to drain the water in a manner that does not damage the remainder of the School District's property, and to remove any fixtures, improvements or installations on the Property that have been put in place to hold water for ice or that have been put in place for any other reason to accommodate ice skating or ice skating related activities. The Park District further agrees to put the Property in the same condition that it existed prior to the use of the Property for ice skating and prior to flooding of the Property.

**3. FLOODING.** The City agrees, at its expense, to provide water from hydrants for the purpose of flooding the Property, and for periodic renewal of the ice as needed, and to give appropriate public notice of the availability of the Property to the public for ice-skating.

**4. LIABILITY INSURANCE.** The City and Park District agree to provide proof of liability insurance coverage in amounts not less than \$1,000,000 per occurrence/\$2,000,000 aggregate, covering any claims for personal injury arising from the use of the Property for ice-skating during the term of this Agreement.

**5. INDEMNIFICATION AND HOLD HARMLESS.** The City and the Park District shall, to the fullest extent defend, indemnify, and hold harmless the School District, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities, including court costs and reasonable attorney fees, for injury or death of any person, and for loss or damage to property, which arises out of the use of Property for ice skating and as contemplated in this Agreement, and the City and Park District shall further defend, indemnify and hold harmless the School District for any and all claims, suits, actions or liabilities, including court costs and reasonable attorney fees, for injury or death or for loss or damage to property as a result of the construction or disassembly of the ice skating area, the flooding of the ice skating area, the maintenance of the ice skating area or the draining of the ice skating area. This Section 5 shall survive the termination of this Agreement and remain in full force and effect.

**6. TERM.** This Agreement shall commence as of the date that it has been signed by all parties, and shall terminate on the earlier of March 31, 2014, or such time as the weather is no longer suitable for ice-skating.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

THE CITY OF ROCHELLE,  
an Illinois municipal corporation

THE FLAGG-ROCHELLE  
COMMUNITY PARK DISTRICT,  
a body politic and corporate

BY: \_\_\_\_\_  
City Manager

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

ATTEST: \_\_\_\_\_

ROCHELLE COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT #231

BY: Todd Prusator  
Todd Prusator

ITS: Superintendent