

**AN AGREEMENT BETWEEN THE VILLAGE OF OAK PARK  
AND THE OAK PARK EDUCATION FOUNDATION  
FOR THE USE OF VILLAGE OF OAK PARK FACILITIES**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter "Village"), and the Oak Park Education Foundation (hereinafter "Foundation").

**RECITALS**

**WHEREAS**, the Village of Oak Park is the owner of the Public Works Facility at 201 South Boulevard; and

**WHEREAS**, the Foundation is conducting a "Mural Project Camp" summer program (hereinafter referred to as "Camp Program"), and has asked the Village for permission to use portions of the Village's Public Works Facility for the Camp Program; and

**WHEREAS**, the Village has agreed to permit the Foundation to use the Village's Public Works Center located at 201 South Boulevard for activities related to the Camp Program.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **FACILITIES TO BE PROVIDED BY THE VILLAGE.** The Village shall provide the following facilities (hereinafter "Facilities") for the Foundation's Camp Program:

1.1. Use of the lunchroom and an area for cleanup of painting tools in the Public Works Center.

2. **DUTIES OF THE FOUNDATION.**

2.1. Prior to their participation in the Camp Program at the Village's Facilities, the Foundation shall require all Camp Program participants to execute a "Waiver and Release" on the form attached hereto as Exhibit A.

2.2. Camp Program participants shall be subject to the policies, regulations, direction and authority of the Foundation and the Foundation's employees while participating in the Camp Program. The Village assumes no responsibility for the safety or instruction of the participants or camp counselors while on Village property. Camp counselors shall meet with the Village's Public Works Director prior to the first day of camp to receive any rules, standards, practices or policies related to the use of the facilities. Camp counselors shall be required to incorporate those rules, standards, practices and policies in their management and instruction of the Camp Program.

2.3. Foundation shall provide all Camp Program materials and supplies. The Village is

not required to provide any materials or supplies.

2.4 The Foundation and the Village shall agree on the number of camp participants in the Camp Program at the Village's Facilities prior to the use of the Village's Facilities.

2.5 The Foundation shall designate, in writing, a person(s) to act as its authorized representative(s) with regard to the matters set forth in this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with regard to the matters set forth in this Agreement.

### **3. RIGHTS AND DUTIES OF THE VILLAGE**

3.1 The Village's authorized representative shall be its Public Works Director. The Public Works Director shall designate the areas in the Facilities which shall be made available to the Foundation and the times and dates during which the Facilities shall be made available.

3.2 The Public Works Director has the discretion to request the removal of a Camp Program participant or restrict their participation in the program in the case where the participant is not following the rules, standards or policies of the Village or if the Village deems a participant's actions to be detrimental to his or her own health, safety or welfare, the health, safety or welfare of others, or the operations of the Village.

### **4. TERM AND RENEWAL.**

4.1. This Agreement shall be effective on July 11, 2016 and shall continue in effect through July 15, 2016, 8 am to 3 pm, or such earlier date that the Camp Program concludes.

### **5. INDEMNIFICATION**

5.1. The Foundation shall indemnify, hold harmless and defend the Village and its officers, employees and agents from and against all injuries, deaths, losses, damages, including property damage, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may in any way accrue against the Village and its officers, employees and agents as a consequence of the conduct of the Foundation's Camp Program participants, students, employees, agents and independent contractors, and Foundation's use of the Facilities pursuant to this Agreement.

5.2. The Village shall provide notice to the Foundation in the event that any person or entity makes a claim or demand in connection with the conduct of the Foundation's Camp Program participants, employees, agents and independent contractors, or Foundation's use of the Facilities from which the Foundation shall be obligated to indemnify, hold harmless and defend the Village.

5.3. In any such claim, demand or action against the Village arising from the conduct of the Foundation's students, employees, faculty, agents and independent contractors, and the Foundation's use of the Facilities, equipment, and apparatus pursuant to this Agreement, the Foundation shall, at its own expense, appear, defend and pay all charges of attorneys' fees and costs and other expenses.

5.4. Nothing in this Agreement shall be construed as prohibiting the Village and its officers, employees and agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them arising out of the performance of this Agreement.

## **6. INSURANCE**

6.1. At its own expense, the Foundation shall obtain and keep in force during the duration of this Agreement broad form comprehensive general liability insurance or self insurance with the following minimum limits: The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

6.1.1. Comprehensive general liability, with a general aggregate of \$5,000,000.00 and \$5,000,000.00 for each occurrence.

6.1.2. Worker's compensation insurance in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all applicable employees pursuant to this Agreement.

6.1.3 Comprehensive automobile liability, with coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage, with a combined single limit coverage of \$5,000,000.00.

6.1.4. An umbrella policy, with a general aggregate of \$10,000,000.00 and \$10,000,000.00 for each occurrence.

6.2. The Village, its officers, employees, agents and volunteers shall be named as additional insureds on all insurance policies, except Worker's Compensation during the entire term of this Agreement. Said policies shall not be allowed to expire or be cancelled, nor shall said coverages be reduced, without fourteen (14) days prior written notice to the Village.

6.3 The insurance protection required by this Agreement or otherwise provided by Foundation, shall in no way limit Foundation's responsibility to indemnify, keep and save harmless, and defend the Village and its officers, employees and agents as herein provided.

**7. GENERAL RELEASE AND COVENANT NOT TO SUE.**

7.1. The Foundation forever releases and discharges the Village and its officers, employees and agents from all claims, demands, damages, actions or causes of action which may arise out of the use of the Facilities for the Foundation's Camp Program, except for the intentional or willful acts of the Village or its officials, employees and agents.

7.2. Foundation covenants not to sue or otherwise bring any action in law or equity against the Village and its officers, employees and agents for any claims, loss, damage, expense, debt or liability of any nature whatsoever which the Foundation, its employees, agents, and/or students, may sustain as a result of the use of the Village's facilities, except for the intentional or willful acts of the Village or its officials, employees and agents.

**8. ENTIRE AGREEMENT.**

8.1. This Agreement contains the entire agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements, whether oral or written, between the Parties respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either Party.

8.2. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

8.3. All negotiations between the Parties are merged in this Agreement, and there are no understandings or agreements, verbal or written, other than those incorporated in this Agreement.

**9. NOTICES.**

9.1. All notices, demands, or other communications under or in respect to this Agreement shall be in writing and shall be deemed to have been given when the same are deposited in the United States mail and sent by first class mail, postage prepaid, or by hand delivery to the party at their respective addresses as follows:

**To the Village:**

John P. Wielebnicki  
Director of Public Works  
Village of Oak Park  
201 South Boulevard  
Oak Park, Illinois 60302

**To the Foundation:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. BINDING AUTHORITY.**

10.1. The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

**11. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.**

11.1. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

11.2 A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**12. EFFECTIVE DATE.**

12.1. The Effective Date of this Agreement as reflected above shall be the date that the Village Manager executes this Agreement as reflected below.

**IN WITNESS WHEREOF**, the parties hereto have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

**VILLAGE OF OAK PARK**

**OAK PARK EDUCATION FOUNDATION**

\_\_\_\_\_  
By: Cara Pavlicek  
Its: Village Manager

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2016

Date: \_\_\_\_\_, 2016

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
By: Teresa Powell  
Its: Village Clerk

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2016

Date: \_\_\_\_\_, 2016