



**SPECIAL BOARD MEETING
BRESNAN MEETING CENTER
706 Kenwood Road, Champaign, Illinois
Wednesday, September 27, 2017
5:30 p.m.**

A. CALL TO ORDER

B. PRESENTATIONS

1. Commissioners Park Design Update

C. COMMENTS FROM THE PUBLIC

D. NEW ITEMS

1. Approval and Renewal of Intergovernmental Cooperation Agreement with Champaign Community Unit School District No. 4
2. Approval of Master Facility License Agreement with the University of Illinois
3. Approval of a Memorandum of Understanding regarding Human Kinetics Park

E. DISCUSSION ITEMS

F. COMMENTS FROM COMMISSIONERS

G. ADJOURN



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 27th, 2017

SUBJECT: Commissioners Park Design Update

Background

On June 30th, Berns, Clancy and Associates performed a topo survey, boundary survey, and an Alta survey for Commissioners Park and adjacent Champaign Park District owned properties.

On July 25th, 2017 Planning Staff held a community meeting with neighbors of the future Commissioners Park to discuss design development. Staff presented site analysis, landscape program, and park layout. Staff then encouraged attendees to provide feedback and concerns. Commissioners Solon and Miller were in attendance, as well as Executive Director, Joe DeLuce.

Design

The landscape program includes approximately 15 acres of low mow meadow, 5 acres of active turf, 35 trees, a picnic shelter, a connector path, a basketball half court, and a playground.

Construction

Plans will go out to bid in spring 2018, with construction beginning after May 1st. The total budget for this project is \$300,000.

Design development opinion of cost*

Playground	\$60,000
Furnishings	\$4,000
Active Recreation	\$51,000
Pavement	\$50,000
Planting	\$35,000
Sitework	\$70,000
Seeding (turf and low mow)	\$30,000

Total \$300,000

*Cost estimates are approximate and may fluctuate as construction drawings progress.

Attachment:

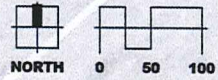
1. Commissioners Park design development plan

Attachment 1



- INITIAL IMPROVEMENTS:**
1. Continue sidewalk north to park path.
 2. Accessible park path which connects amenities.
 3. Park sign installation.
 4. Pavilion installation.
 5. Playground for multiple age groups.
 6. Soccer field and basketball court for active recreation.
 7. Two park benches for enjoying park activities.
 8. Seeded low-mow zone in passive areas.

- NOTES:**
1. Plan not for construction, for informational purposes only.
 2. Extents of features dependent on proposed budget.
 3. Layout of features may change to ensure accessibility when topographic survey is completed.



**CHAMPAIGN
PARK DISTRICT**
Bresnan Meeting Center
706 Kenwood Road
Champaign IL 61821
217 398 2550
champaignparkdistrict.com

commissioners park site plan
cpd commissioners park
902 glen abbey dr
champaign illinois 61822

date	drawing issue
06/19/2017	for information

site plan

L1

sheet 1 of 3



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 27, 2017

SUBJECT: Amendment and Renewal of Intergovernmental Cooperation Agreement between Champaign Community Unit School District No. 4 and the Champaign Park District

Background

In 1997, the Park District provided \$375,378.00 towards the enhancement and expansion of the Barkstall and Stratton School gymnasiums. The Park District has utilized the gymnasiums for the past twenty (2) years for various programs, including youth and adult basketball, youth theatre, Midnight Basketball, and other programs.

Staff met with the Unit 4 leadership team and the two school principals, and discussed various issues and agreed to the following terms:

- The Park District will have access to the facilities on weekdays from 30 minutes after school to 11:00 pm and on weekends from after 12 pm on Sundays and all day on Saturdays
- The Park District will also have access during the summer months except when Unit 4 staff is maintaining the gymnasiums
- The Park District will work with the Unit 4 scheduler to confirm all uses
- The Park District will only use the gymnasiums for Park District programs and activities
- The Park District will provide a that is trained and AED/CPR certified supervisor for all Park District activities
- The Park District will provide supervisors for any Park District programs or activities in the two gymnasiums and pay for any damage to the facilities during its use
- Each agency will provide liability insurance coverage
- Extend the agreement for ten (10) years and be renewable for another ten (10) years

The attached Amendment to and Renewal of Intergovernmental Cooperation Agreement has been updated by the Park District's legal counsel, Guy Hall, and reviewed by Thomas Lockman, Business Manager and legal counsel for Unit 4.

Budget Impact

Cost associated with the use of the gymnasiums is included in the recreation budget.

Recommended Action

Staff recommends Board approval of the Amendment to and Renewal of Intergovernmental Cooperation Agreement between Unit 4 and the Park District for use of Barkstall and Stratton School gymnasiums and authorizing the Board President to execute the Agreement.

Prepared by:

Reviewed by:

Joseph DeLuce
Executive Director

Cindy Harvey
Assistant to the Executive Director

The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.

AMENDMENT TO AND RENEWAL OF INTERGOVERNMENTAL COOPERATION
AGREEMENT

BETWEEN

CHAMPAIGN COMMUNITY UNIT SCHOOL DISTRICT NO. 4

AND

CHAMPAIGN PARK DISTRICT

This Amendment to and Renewal of Intergovernmental Cooperation Agreement is made and entered into this _____ day of _____, 2017 pursuant to the terms and conditions of an Intergovernmental Cooperation Agreement for usage of School District Buildings dated June 16, 1997 by and between the Board of Education of Champaign Community Unit School District #4 (hereinafter "Unit 4") and the Champaign Park District (hereinafter "Park District").

WHEREAS, Unit 4 and Park District entered into an Intergovernmental Cooperation Agreement (hereinafter referred to as, "Agreement") on June 16, 1997 to address the construction and utilization of expanded gymnasium space at two elementary schools then under construction (now Barkstall and Stratton Elementary Schools) to enhance the gymnasiums for Unit 4 and accommodate opportunities for Park District use; and

WHEREAS, Park District contributed \$375,378.00 toward the enhancement and expansion of the gymnasiums in 1997; and

WHEREAS, the Agreement authorized a twenty-year term with additional terms renewable by mutual consent of the parties; and

WHEREAS, Unit 4 and Park District desire to extend-amend and renew the Agreement and revise terms as necessary to best meet the needs of Unit 4 and Park District.

NOW THEREFORE, in consideration of the foregoing, as well as mutual covenants, terms and agreements hereinafter set forth, Unit 4 and Park District hereby agree to amend and renew the Agreement as follows; provided that, all other terms of the Agreement not set forth herein shall remain in effect as if fully set forth herein:

1. In Section FACILITY USAGE, Subsection Paragraph A., -Gymnasium.; the first sentence of the second full paragraph is amended to state as follows:

"The Park District shall be allowed to conduct its authorized park and recreational activities in the enlarged gymnasiums (including gymnasium offices) of the elementary schools and the storage rooms, and restrooms during those non-school hours in these facilities, except as provided in Paragraph B hereafter.

2. ~~In Section FACILITY USAGE, Subsection Paragraph A., Gymnasium., subparagraph (1), “Weekdays: is amended to state as follows:~~

Weekdays: -From 2:30 p.m. 30 minutes after the end of the school day to 11:00 p.m. Monday through Friday throughout the school term.”

3. ~~FACILITY USAGE, Paragraph A., Gymnasium., sSubparagraph (2) is amended to state as follows:~~

Weekends: All day Saturday and after 12:00 p.m. on Sunday throughout the school term.

34. ~~In Section FACILITY USAGE, Subsection Paragraph A., Gymnasium., subparagraph (4), “Summer: is amended to state as follows:~~

Summer: That period of time during May, June, July and August-scheduled breaks in the school calendar outside of the school term, except for scheduled maintenance and cleaning.”

45. ~~In Section FACILITY USAGE, Subsection Paragraph B., “The schools’ principals and the Park District’s Director of recreation shall meet prior to each semester to suggest a schedule of uses, which shall then be reviewed and authorized by the School District’s Business Manager. is amended to state as follows:~~

It is understood and agreed that The Park District shall be allowed to conduct its recreation activities at the gymnasiums during the non-school hours set forth in Paragraph A; provided that, the needs of the School District will require the availability of the gymnasiums and multi-purpose rooms during non-school hours on certain days throughout the calendar year. -The Park District shall create a suggested schedule of uses and transmit those to the School District’s Business Office. The School District’s Business Office will coordinate with the authorized individuals buildingsat the respective schools to best accommodate the proposed schedule. Changes in the schedule for emergency matters mayby be made by one week’s advance notice to the other party.”

56. ~~In Section FACILITY USAGE, Subsection Paragraph B., sSub-paragraph “(3) is amended to state as follows:~~

-The School District and Park District recognize and understand that this is a unique agreement providing the optimum use by two public agencies of the physical facility being provided for the taxpayers of both agencies. It is, therefore, recognized by both the School District and the Park District that there will be need, from time to time, for periodic review and coordination of the schedule set forth above. -The review shall be conducted by the Business Manager from Unit 4 Schools, principals of the schools and the Director of Recreation from the Champaign Park District.” At those times when either the School District or the Park District has the gymnasium scheduled for a particular activity, but elects not to use the gymnasium for that activity, the doesthis agreement shall not preclude the other District’s use of the gymnasium for a

function appropriate to its governmental purpose, upon written request to the other District for such use and receipt of written permission to do so from such other District.

67. In Section FACILITY USAGE, Subsection Paragraph B., subparagraph “(5) is amended to state as follows:

shall be amended to state as follows:

-In executing this Intergovernmental Cooperation Agreement and accepting its benefits, the Park District agrees that it shall use the respective gymnasiums and other areas permitted hereby and multi-purpose room solely for Park District activities.

”

78. In Section FACILITY USAGE, Subsection Paragraph B., subparagraph (6) is added and shall be amended to states as follows:

Add “(6) In accordance with School District policy for facility rentals by outside groups, the Park District shall ensure that its supervision activities at all times includes the presence of an AED/CPR-certified individual, at all times.”

89. In Section OPERATIONAL COSTS, Subsection Paragraph A., is amended shall be amended to state as follows:

“The cost of supervision of ~~park~~ Park District programs shall be paid for by the Park District. The cost of heat, light, routine indoor maintenance to the physical building shall be paid by the School District, except anything broken as a direct result of a Park District activity or use shall be repaired by the Park District. ~~The Park District shall provide a custodian to clean and maintain the gymnasiums during the time the gymnasiums are used by the Park District. The Park District shall also pay for direct heating, lighting or air conditioning costs due to Park District usage during non-school times that would not otherwise require such utility usage.~~

910. In Section OPERATIONAL COSTS, Subsection Paragraph C., shall be is amended to state as follows:

“Each party shall keep in force during the term of this agreement comprehensive general liability insurance in an amount not less than ~~\$500,000~~ \$1,000,000.00, including automobile and broad form contractual liability coverages with the other party and its board members, commissioners, officers, employees, agents, representatives and volunteers named as an additional named insureds under such coverage, which shall contain no special limitation on the scope of protection afforded to the additional insureds. ~~if requested by the other party and if permitted by the parties insurance or self insurance agreements and treaties....~~” Each party shall provide the other with certificates of insurance and accompanying applicable policy endorsements or riders, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for thirty (30) days written notice the other party prior to cancellation or material change of any insurance terms referred to therein. Failure of a party to demand such certificate, endorsement or other evidence of full compliance with such insurance requirements or failure of either party to identify a deficiency from the evidence that is provided shall not be construed as a waiver of the obligation to

maintain such insurance. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and satisfactory to the respective party in its sole discretion.

4011. In Section TERMS OF AGREEMENT, Subsection Paragraph A., shall be is amended to state as follows:

“The parties to this Intergovernmental Cooperation Agreement understand and agree that this agreement shall extend for ~~twenty years~~ ten years (10) and be renewable for an additional ten years (10) by further mutual consent of both parties agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the day and year first above written.

BOARD OF EDUCATION, CHAMPAIGN
COMMUNITY UNIT SCHOOL DISTRICT
#4, CHAMPAIGN COUNTY, ILLINOIS

CHAMPAIGN PARK DISTRICT
CHAMPAIGN COUNTY, ILLINOIS

By: _____
President

By: _____
President

Attest: _____
Secretary

Attest: _____
Secretary

**AMENDMENT TO AND RENEWAL OF INTERGOVERNMENTAL COOPERATION
AGREEMENT**

BETWEEN

CHAMPAIGN COMMUNITY UNIT SCHOOL DISTRICT NO. 4

AND

CHAMPAIGN PARK DISTRICT

This Amendment to and Renewal of Intergovernmental Cooperation Agreement is made and entered into this _____ day of _____, 2017 pursuant to the terms and conditions of an Intergovernmental Cooperation Agreement for usage of School District Buildings dated June 16, 1997 by and between the Board of Education of Champaign Community Unit School District #4 (hereinafter "Unit 4") and the Champaign Park District (hereinafter "Park District").

WHEREAS, Unit 4 and Park District entered into an Intergovernmental Cooperation Agreement (hereinafter referred to as, "Agreement") on June 16, 1997 to address the construction and utilization of expanded gymnasium space at two elementary schools then under construction (now Barkstall and Stratton Elementary Schools) to enhance the gymnasiums for Unit 4 and accommodate opportunities for Park District use; and

WHEREAS, Park District contributed \$375,378.00 toward the enhancement and expansion of the gymnasiums in 1997; and

WHEREAS, the Agreement authorized a twenty-year term with additional terms renewable by mutual consent of the parties; and

WHEREAS, Unit 4 and Park District desire to amend and renew the Agreement and revise terms as necessary to best meet the needs of Unit 4 and Park District.

NOW THEREFORE, in consideration of the foregoing, as well as mutual covenants, terms and agreements hereinafter set forth, Unit 4 and Park District hereby agree to amend and renew the Agreement as follows; provided that, all other terms of the Agreement not set forth herein shall remain in effect as if fully set forth herein:

1. FACILITY USAGE, Paragraph A., Gymnasium. the first sentence of the second full paragraph is amended to state as follows:

The Park District shall be allowed to conduct its authorized park and recreational activities in the enlarged gymnasiums (including gymnasium offices) of the elementary schools, and restrooms during those non-school hours in these facilities, except as provided in Paragraph B hereafter.

2. FACILITY USAGE, Paragraph A., Gymnasium., subparagraph (1) is amended to state as follows:

Weekdays: From 30 minutes after the end of the school day to 11:00 p.m. Monday through Friday throughout the school term.

3. FACILITY USAGE, Paragraph A., Gymnasium., subparagraph (2) is amended to state as follows:

Weekends: All day Saturday and after 12:00 p.m. on Sunday throughout the school term.

4. FACILITY USAGE, Paragraph A., Gymnasium., subparagraph (4) is amended to state as follows:

Summer: That period of time during scheduled breaks in the school calendar outside of the school term, except for scheduled maintenance and cleaning.

5. FACILITY USAGE, Paragraph B. is amended to state as follows:

It is understood and agreed that The Park District shall be allowed to conduct its recreation activities at the gymnasiums during the non-school hours set forth in Paragraph A; provided that, the needs of the School District will require the availability of the gymnasiums and multi-purpose rooms during non-school hours on certain days throughout the calendar year. The Park District shall create a suggested schedule of uses and transmit those to the School District's Business Office. The School District's Business Office will coordinate with the authorized individuals at the respective schools to best accommodate the proposed schedule. Changes in the schedule for emergency matters may be made by one week's advance notice to the other party.

6. FACILITY USAGE, Paragraph B., subparagraph (3) is amended to state as follows:

The School District and Park District recognize and understand that this is a unique agreement providing the optimum use by two public agencies of the physical facility being provided for the taxpayers of both agencies. It is, therefore, recognized by both the School District and the Park District that there will be need, from time to time, for periodic review and coordination of the schedule set forth above. At those times when either the School District or the Park District has the gymnasium scheduled for a particular activity, but elects not to use the gymnasium for that activity, this agreement shall not preclude the other District's use of the gymnasium for a function appropriate to its governmental purpose, upon written request to the other District for such use and receipt of written permission to do so from such other District.

7. FACILITY USAGE, Paragraph B., subparagraph (5) is amended to state as follows:

In executing this Intergovernmental Cooperation Agreement and accepting its benefits, the Park District agrees that it shall use the respective gymnasiums and other areas permitted hereby solely for Park District activities.

8. FACILITY USAGE, Paragraph B., subparagraph (6) is added and states as follows:

(6) In accordance with School District policy for facility rentals by outside groups, the Park District shall ensure that its supervision activities at all times include the presence of an AED/CPR-certified individual.

9. OPERATIONAL COSTS, Paragraph A. is amended to state as follows:

The cost of supervision of Park District programs shall be paid for by the Park District. The cost of heat, light, routine indoor maintenance to the physical building shall be paid by the School District, except anything broken as a direct result of a Park District activity or use shall be repaired by the Park District.

10. OPERATIONAL COSTS, Paragraph C. is amended to state as follows:

Each party shall keep in force during the term of this agreement comprehensive general liability insurance in an amount not less than \$1,000,000.00, including automobile and broad form contractual liability coverages with the other party and its board members, commissioners, officers, employees, agents, representatives and volunteers named as additional insureds under such coverage, which shall contain no special limitation on the scope of protection afforded to the additional insureds. Each party shall provide the other with certificates of insurance and accompanying applicable policy endorsements or riders, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for thirty (30) days written notice the other party prior to cancellation or material change of any insurance terms referred to therein. Failure of a party to demand such certificate, endorsement or other evidence of full compliance with such insurance requirements or failure of either party to identify a deficiency from the evidence that is provided shall not be construed as a waiver of the obligation to maintain such insurance. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and satisfactory to the respective party in its sole discretion.

11. TERMS OF AGREEMENT, Paragraph A. is amended to state as follows:

The parties to this Intergovernmental Cooperation Agreement understand and agree that this agreement shall extend for ten years (10) and be renewable for an additional ten years (10) by further mutual agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the day and year first above written.

BOARD OF EDUCATION, CHAMPAIGN
COMMUNITY UNIT SCHOOL DISTRICT
#4, CHAMPAIGN COUNTY, ILLINOIS

CHAMPAIGN PARK DISTRICT
CHAMPAIGN COUNTY, ILLINOIS

By: _____
President

By: _____
President

Attest: _____
Secretary

Attest: _____
Secretary

INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN
CHAMPAIGN SCHOOL DISTRICT NO. 4
AND
CHAMPAIGN PARK DISTRICT

This agreement made and entered into this 16th day of June, 1997, by and between the Board of Education of Champaign School District No. 4, Champaign County, Illinois (hereinafter referred to as "School District") and the Champaign Park District (hereinafter referred to as "Park District").

WHEREAS, the Illinois Constitution and Statutes encourage and permit intergovernmental cooperation between units of local government; and

WHEREAS, the constituencies of both the School District and the Park District will be more effectively and economically served by the School District and the Park District sharing the use of facilities and services as stated in the original agreement set up by Gene Mellon and Don Bresnan, and

WHEREAS, the Park District and the School District have mutually determined that it would be in the best interests of the citizens of the community for the Park District to be able to utilize certain portions of the two new elementary schools currently under construction during certain hours when said buildings are not being used for educational or school community purposes, or auxiliary school functions for community recreation activities sponsored by the Park District; and

WHEREAS, the Park District has determined that in order to provide the citizens of the community with the necessary recreational activities at the two new elementary schools,

certain additions and enlargements would be required, which additions and enlargements will not otherwise be necessary for the School District to provide for the educational needs of the residents of said School District; and

WHEREAS, the Park District has agreed to reimburse the School District for the cost of the aforementioned additions and enlargement costs resulting from said additions and enlargements and resulting from the Park District's usage of the elementary schools for its purposes in exchange for certain commitments from the School District for use of the elementary schools by the Park District during the aforesaid hours; and

WHEREAS, the School District has determined that the Park District's use of the elementary schools for community recreational activities during these hours would not interfere with the School District's delivery of educational services to its students and residents and has further determined that said usage may enhance the delivery of such educational services.

NOW, THEREFORE, in consideration of the foregoing, as well as mutual covenants and agreements hereinafter set forth, the School District and the Park District hereby agree as follows:

CONSTRUCTION COSTS

A. The School District agrees to assume all costs related to the construction of the basic physical facility designed to comprise the elementary schools, including all fees and costs for architectural services, construction, approved alterations, modifications and resulting change orders. The Park District

agrees that it shall assume all costs related to the construction of the additions and enlargements to the design of the gymnasium area of the elementary schools, including all fees and costs for architectural services, construction, approved alterations, modifications and resulting change orders deemed necessary to expand the elementary school gymnasiums sufficiently to meet its requirements to provide for the recreational needs of the Park District's residents. A floor plan of the gymnasium area of the elementary schools' facilities with the additions and enlargements is attached hereto and made a part hereof as Exhibit "A".

B. The total cost of the north school construction has been determined by public bid to be \$ 7,537,770. The scope and projected costs of the additions and enlargements are noted in a letter attached hereto and made a part hereof as Exhibit "B". In accordance with the contract for construction of the north school, costs to the Park District of said additions and enlargements shall be as follows:

- (i) Enlarge gymnasium from the basic size of 4,800 square feet to the enlarged size of 8,864 square feet.

C. The total cost of the southwest school construction has been determined by public bid to be \$ 6,513,442. The scope and projected costs of the additions and enlargements are noted in a letter attached hereto and made a part hereof as Exhibit "B". In accordance with the contract for construction of

the southwest school, costs to the Park District of said additions and enlargements shall be as follows:

- (i) Enlarge gymnasium from the basic size of 4,800 square feet to the enlarged size of 9,184 square feet.

D. The Park District understands that the School District shall receive monthly payment requests from the general contractor and sub-contractors, whereby the School District will be required to make payment to the contractor, sub-contractors and materialmen for their monthly progress regarding the construction of the elementary schools. The Park District agrees that as such monthly payment requests are received by the School District, the Park District shall pay over to the School District its proportionate share of said monthly payment requests, which share shall be equal to that percentage which the total costs for the construction of the additions and enlargements set forth in Paragraph (B) bear to the total project construction costs.

E. The School District and the Park District each understand and agree that during the course of construction of the elementary schools, including the additions and enlargements deemed necessary by the requirements of the Park District, certain alterations, modifications and resulting change orders from the said original plans and specifications may be required. All alterations, modifications and resulting change orders which deal strictly with the elementary schools and do not affect the additions and enlargements which are to be financed by the Park District shall be approved by the School District only. Any and

all alterations, modifications and resulting change orders which deal with or affect, in any respect, the additions and enlargements of the Park District shall be approved by both parties to this agreement in order that such alterations, modifications and resulting change orders do not interfere with the planned educational and/or recreational use of the facility by either public agency.

FACILITY USAGE

A. Gymnasium. In consideration of the Park District's payment of the costs of the additions and enlargements to the gymnasiums, the School District agrees to allow the Park District certain usages of the gymnasium as follows:

The Park District shall be allowed to conduct its authorized park and recreational activities in the enlarged gymnasiums of the elementary schools and the storage rooms, and restrooms during those non-school hours in these facilities except as provided in Paragraph B hereafter. The Park District shall also be entitled to reasonable modes of ingress and egress to, and from these facilities and to the use of the school parking facilities during those times when it uses the gymnasium. For purposes of this agreement, the "non-school hours" shall be defined as follows:

- (1) Weekdays: From 2:30 p.m. to 11:00 p.m. Monday through Friday throughout the school term.
- (2) Weekends: All day Saturday and after 12:00 p.m. on Sunday throughout the school term.
- (3) Holidays: That extended period of time when school is not in session throughout the school

term, including, but not necessarily limited to, Thanksgiving, winter and spring vacations.

- (4) Summer: That period of time during the months of May, June, July and August outside of the school term except for scheduled maintenance and cleaning.

B. It is understood and agreed that the Park District shall be allowed to conduct its recreational activities at the gymnasiums during the non-school hours set forth in sub-paragraph A above; however, the needs of the School District will require its usage of the said gymnasiums and multi-purpose rooms during non-school hours on certain days throughout the calendar year. The schools' principals and the Park District's Director of Recreation shall meet prior to each semester to suggest a schedule of uses, which shall then be reviewed and authorized by the School District's Business Manager. Changes in the schedule for emergency matters may be made by one week's advance notice to the other party.

- (1) The structure of the priorities shall be:
 - (a) School sanctioned sports or extracurricular events.
 - (b) School group-related meetings or activities.
 - (c) Park District uses.
 - (d) Rental uses per permitted school policies.
- (2) Priority requests shall be scheduled at the beginning of each semester. The school principals shall also reasonably attempt to coordinate priority uses to allow maximum Park District use and total use of the facilities.
- (3) The School District and Park District recognize and understand that this is a unique agreement providing the optimum use by two public agencies of the physical facility being provided for the

taxpayers of both agencies. It is, therefore, recognized by both the School District and the Park District that there will be need, from time to time, for periodic review and coordination of the schedule set forth above. The review shall be conducted by the Business Manager from Unit 4 schools, principals of the schools and the Director of Recreation from the Champaign Park District. At those times when either the School District or the Park District has the gymnasiums scheduled for a particular activity but elects not to use the facility for that activity, this agreement shall not preclude the other District's use of that facility for a function appropriate to its governmental purpose, upon written request to the other District for such use and receipt of written clearance for such use from the other District.

- (4) In entering into this Intergovernmental Cooperation Agreement, the Park District agrees that all residents of the School District shall be considered residents of the Park District when registering for Park District programs conducted solely or primarily at the elementary schools, so the School District's residents may make maximum use of the services intended to be provided by this Intergovernmental Cooperation Agreement.
- (5) In executing this Intergovernmental Cooperation Agreement and accepting its benefits, the Park District agrees that it shall use the gymnasium and multi-purpose room solely for Park District activities.

OPERATIONAL COSTS

A. The cost of supervision of park programs shall be paid for by the Park District. The cost of heat, light, routine indoor maintenance to the physical building shall be paid by the School District except anything broken as a direct result of a Park District activity or use shall be repaired by the Park District. The Park District shall provide a custodian to clean and maintain the gymnasiums during the time the gymnasiums are used by the Park District, and the Unit 4 custodians are not on duty. The Park District shall also pay for

direct heating, lighting or air-conditioning costs due to Park District usage during non-school times that would not otherwise require such utility usage.

B. The Park District shall indemnify and hold harmless the School District, including its Board members in their individual and official capacities, the Board's employees and agents, and their successors and assigns, from any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, in connection with a claim against the School District for property damage or personal injury resulting from the Park District's use of, or performance of services for the School District on the School District's property except to the extent that such claim or loss is the result of negligence or willful and wanton conduct on the part of the School District, its agents or employees, and except to the extent the claim is for worker's compensation by an employee of the School District. The School District shall have the same obligation to indemnify and hold harmless the Park District, including its Board members in their individual and official capacities, the Park District's employees and agents, their successors and assigns, to the extent of the School District's fault, with respect to any loss or claim arising from the Park District's performance of services on the School District's property.

C. Each party shall keep in force during the term of this agreement comprehensive general liability insurance in an amount not less than \$500,000, including automobile and broad form

contractual liability coverages with the other party as an additional named insured if requested by the other party and if permitted by the parties insurance or self-insurance agreements and treaties. Such insurance shall be written by responsible carriers and shall be evidenced by certificates of insurance all as reasonably acceptable to the other party.

D. Neither party may assign any rights or duties under this agreement without the written consent of the other party.

TERMS OF AGREEMENT

A. The parties to this Intergovernmental Cooperation Agreement understand and agree that this agreement shall extend for twenty years and be renewable by mutual consent of both parties.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the day and year first above written.

BOARD OF EDUCATION, CHAMPAIGN
COMMUNITY UNIT SCHOOL DISTRICT
NO. 4, CHAMPAIGN COUNTY,
ILLINOIS

CHAMPAIGN PARK DISTRICT
CHAMPAIGN COUNTY, ILLINOIS

By: Donald M. Nolan
President

By: Arthur J. Lombardi
President

ATTEST:
By: [Signature]
Secretary

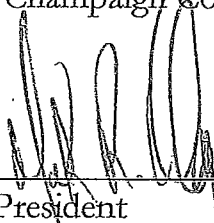
ATTEST:
By: French Leaker
Secretary

Amended: 1-22-99


Amended: January 13, 1999

Board of Education, Champaign
Community Unit School District
No. 4, Champaign County, Illinois

Champaign Park District
Champaign County, Illinois

By: 

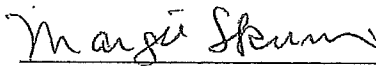
President

By: 


President

ATTEST:

ATTEST:

By: 

Secretary

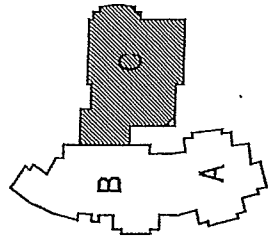
By: 

Secretary

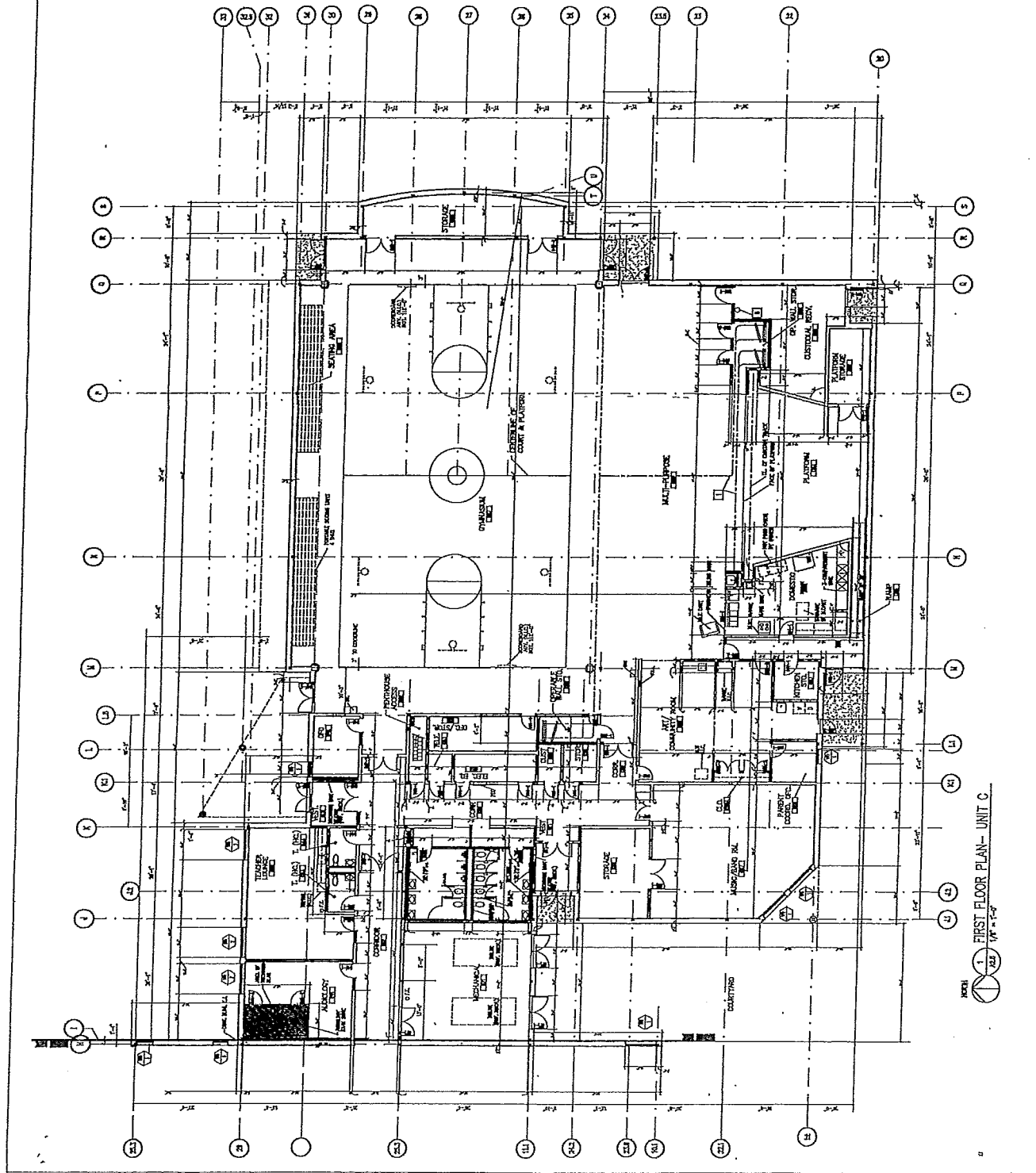
1	CONCRETE
2	BRICK
3	GLASS
4	WOOD
5	STEEL
6	MECHANICAL
7	ELECTRICAL
8	PLUMBING
9	PAINT
10	FINISH

UNION
NEALSON
ANDERSON
ARCHITECTS

CHRYSLER
ILLINOIS
NORTH ELEMENTARY SCHOOL



KEYED NOTES
 1. CHANGE OF SERVICE WALL
 2. INTERIOR WALL
 3. EXTERIOR WALL
 4. EXTERIOR WALL
 5. EXTERIOR WALL



1. FIRST FLOOR PLAN—UNIT C
 1/8" = 1'-0"



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: September 27, 2017

SUBJECT: Virginia Theatre/UIUC State Farm Center Master Use Agreement

Background

In 2013, CPD executed a three-year Master Use Agreement with the Board of Trustees of the University of Illinois at Urbana-Champaign to authorize management at the State Farm Center and at CPD to enter into contracts to jointly present events. This agreement allowed State Farm Center to make offers to talent agencies for performances to take place solely at the Virginia Theatre—in partnership with CPD—where both revenue and risk could be shared between the two presenting parties. Examples of past shows booked through this partnership include the stage play *Men Are From Mars, Women Are From Venus*, electronica duo Phantogram, and the touring Broadway production of *The Million Dollar Quartet*.

State Farm Center maintains a number of strong connections with national agencies that represent both touring Broadway performances and also youth-oriented popular entertainment. As a much larger facility, the Center is well-positioned to negotiate and secure shows which may not otherwise become available to the Virginia Theatre/CPD. Co-presenting shows with UIUC also allows CPD an opportunity to act in collaboration with a major community partner, fulfilling an element of CPD's mission. These events have allowed CPD to further increase the diversity of the Virginia Theatre's offerings to a wider patron base, and the events themselves have, on average, brought additional net revenue to the theatre's budget.

In the summer of 2017, State Farm Center approached CPD to ask for a renewal of the Master Use Agreement to allow for collaborative booking to resume at the Virginia, under the terms of the 2013 agreement.

Prior Board Action

Approved a three-year Master Use Agreement in 2013 with the Board of Trustees of the University of Illinois at Urbana-Champaign.

Budget Impact

The contracts for individual shows presented jointly between CPD and UIUC are classified as CPD Rental Agreements and would be coded to the Virginia's Rental (03-15-078) budget. And, since both risk and revenue are shared for these shows, the resulting impact is contingent upon the number of shows booked and their resulting (shared) net revenue.

Recommended Action

Staff recommends that the Board authorize the Executive Director to enter into a three-year Master Use Agreement with the Board of Trustees of the University of Illinois at Urbana-Champaign to jointly present shows, with the State Farm Center, solely at the Virginia Theatre, for the period from November 1, 2017, ending June 30, 2020.

Prepared by:

Reviewed by:

Steven Bentz
Director, Virginia Theatre

Joe DeLuce, CPRP
Executive Director

**VIRGINIA THEATRE-CHAMPAIGN, ILLINOIS
MASTER FACILITY LICENSE AGREEMENT BETWEEN
UNIVERSITY OF ILLINOIS and CHAMPAIGN PARK DISTRICT**

This Agreement is made and entered into upon the date of final executing signature by and between the Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821, for the use of its the Virginia Theater ("CPD"), and the Board of Trustees of the University of Illinois ("University"), individually or collectively known as "Party or Parties."

WHEREAS, the University plans to continue to sponsor events in Champaign-Urbana for the benefit of its students and the Champaign-Urbana community;

WHEREAS, the CPD is offering the Virginia Theatre as the site for certain events sponsored by the University; and

WHEREAS, the CPD and the University wish to co-promote events to be held at the Virginia Theatre.

NOW, THEREFORE, in consideration of the promises made herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. TERM OF AGREEMENT

The Parties agree that, when appropriate, the University shall sponsor certain events in Champaign-Urbana for various dates commencing November ___, 2017, and through the 2020 season ending on June 30, 2020. Such events that shall be co-promoted by University and CPD. Specific information for each event shall be subject to information as provided in Exhibit A and be agreed upon in writing by the Parties no later than six (6) weeks prior to each event.

2. CONTRACTING WITH PERFORMER

The Parties agree that the University shall be the Party which contracts with the Artist(s), Performer(s) or their Agent(s) (hereinafter referred to as "Performers") for events at the Virginia Theatre. Upon request by the CPD, such contracts shall be provided to CPD. University shall communicate all necessary technical requirements for events to be held at the Virginia Theatre in advance of each event as set forth herein.

3. SERVICES PROVIDED BY CPD

CPD shall provide the licensed space(s) with heat; air conditioning, house lights, and normal maintenance service as shall be necessary in the judgment of CPD for the comfortable occupancy of the premises during the contractual period of the event. University will procure and pay for all other services, materials or other items which CPD is not expressly required to provide pursuant to this Agreement and which are necessary for or reasonably incurred by CPD in connection with the presentation of the event.

4. TICKETS

The methods of sale and disposition of tickets shall be pursuant to the mutual agreement and control of CPD and University, unless otherwise agreed in writing. The sale of tickets shall be subject to the approval of CPD. CPD shall have sole and exclusive control and supervision of the box office and its personnel, and all gross receipts shall be, until such time as account settlement between the Parties is completed, under the absolute control, disposition and supervision of CPD. Costs of all methods of

advertising the production shall be part of Exhibit A. For each event, sales commissions (including without limitation credit cards and agency, group and subscription sales charges), taxes, and restoration charges on the box office statement shall be excluded from the computation, if any, of box office receipts. Itemization of those deductions are as follows: (a) Restoration Fee in the amount of One Dollar (\$1.00) per paid ticket which shall be retained solely by CPD; and (b) commission of four per cent (4%) on all credit card sales made at the box office (excludes online purchases). All revenue from the following Ticket Service Fees shall belong solely to CPD: Two Dollars (\$2.00) per ticket convenience fee charged to online patrons for any purchases made through www.thevirginia.org, and a One Dollar (\$1.00) per ticket service fee charged to University for any purchases made at the Virginia Theatre box office.

University shall receive thirty (30) complimentary tickets and have the right to purchase up to twenty (20) house seats per event. CPD shall have the right to retain up to ten (10) house seats per event for its purposes. All of University's house seats shall be located between the sixth (6th) and fifteenth (15th) rows of the Main 2 center orchestra section of the Virginia Theatre. All such tickets shall be held until twenty-four (24) hours before the advertised curtain time for the event, unless payment therefor is guaranteed by University or CPD. Thereafter, such tickets shall become available to the general public.

5. CONCESSIONS

Concessions shall be owned, operated and controlled by CPD during each event, performance or usage of the Virginia Theatre. CPD shall have the exclusive right to the sale of candy, soft drinks, refreshments, liquor, and all revenue therefrom shall belong to CPD. Performers shall have the right to sell for their own benefit and account souvenir books and other merchandise approved by CPD, which approval shall not to be unreasonably withheld, in locations designated by CPD. Commissions shall be agreed upon as set forth in Exhibit A. CPD and/or University may furnish sales personnel to sell souvenirs. Any commission on merchandise shall be settled by University and CPD with Performers at the end of the event. A pre- and post-event inventory of merchandise and sales information shall be provided for verification to CPD and/or University by Performers. CPD shall provide a bank for transactions during merchandise sales. Payment of any state, county, or local sales tax on all souvenir items is the responsibility of University. CPD reserves the right to control or prohibit any or all sales of goods on its premises.

6. TECHNICAL REQUIREMENTS

University shall, to the best of its ability, provide CPD with detailed production, house requirements and information for University's use of the Virginia Theatre, no later than thirty (30) days prior to the event in order to schedule personnel and equipment for University's use.

The number and qualifications of stagehands and film projector operators shall be mutually determined by CPD and University. Services of stage crew and other personnel provided by CPD shall be billed at prevailing rates (plus all payroll expenses incurred).

Technical equipment, other house equipment and services reasonably requested by University or required by CPD will be furnished to University for an additional charge at rates then currently in effect.

All scenery and/or set decorations must meet class I Flame Spread rating of the B.O.C.A. Code currently adopted by the City of Champaign, Illinois. Scenery and set decorations will be subject to fire inspection by the Champaign Fire Department.

University agrees that the load-in, set-up and load-out shall be at times designated by CPD in mutual agreement with University. In the absence of such designations, all load-outs shall take place immediately following the event.

An authorized representative of the University must be on the Virginia Theatre premises during the load-in, set-up, performance, and load-out for all scheduled events.

7. INSURANCE

University is required to fully insure itself, its trustees, officers, directors, employees, agents, volunteers presenters and any affiliate(s) of any kind or character whatsoever, at its own expense for the events for Worker's Compensation and Employer's Liability (including disability benefits); Comprehensive General Liability (Personal Injury, including bodily injury, \$1,000,000 per occurrence); Theft and Fire Insurance (with the applicable extended coverage clause) for all events at the Virginia Theatre, including, without limitation, the property of third persons under the control of the University. University will name the CPD as additional insured on its Commercial General Liability policy. Certificates of insurance together with suitable riders or endorsements demonstrating CPD as an additional insured pursuant to such coverages shall be provided upon execution of this Agreement. Failure to acquire proper insurance is cause for cancellation of this Agreement.

CPD, at its sole cost and expense, shall at all times during the term of this Agreement, maintain a policy or policies of insurance for wrongful acts or omissions by CPD, written by one or more responsible insurance carriers, which shall insure University against liability for bodily injury and/or property damage occurring in or about the Virginia Theatre. The liability under such insurance shall be a minimum of \$1,000,000 per occurrence. In addition, CPD, at its sole cost and expense shall purchase and maintain property insurance for the full insurable value of the building and the associated contents and improvements.

8. LIABILITY

a. CPD Responsibility: CPD agrees to indemnify and hold harmless the University against liabilities, damages and expenses for which the University becomes liable on account of (i) injury to or death of persons, or (ii) damage to or destruction of tangible property, and caused by the wrongful act or omission of the CPD.

b. University Responsibility: To the extent allowed by Illinois law for a public institution of higher education, University agrees to indemnify and hold harmless CPD against liabilities, damages and expenses for which CPD becomes liable on account of (i) injury to or death of persons, or (ii) damage to or destruction of tangible property, and caused by the wrongful act or omission of the University.

c. Invoking this section: The duties of the respective Parties set forth in subsection a. and b. of this section shall apply only if the Party invoking the clause does the following: i) provides prompt written notice upon learning of an event triggering this section; and ii) provides such information, cooperation, and assistance to the other as may be reasonably necessary for that Party to fulfill its obligations hereunder. Where a Party is entitled to or asserts a defense, that Party may participate at its own expense in any defense and settlement directly or through counsel of its choice, but solely in an advisory capacity, or the Party may elect to defend itself at its sole expense with counsel of its choice. Neither Party will enter any settlement agreement on terms that would diminish the rights provided to the other or increase the obligations assumed by the other under this Agreement without the prior written consent of the other Party.

9. ADVERTISING

University shall not post any literature, signs, placards, notices, posters, banners or flags on the walls of the stage, the auditorium, the lobbies, or outside the Virginia Theatre, nor shall University sell or distribute on or about the premises any pamphlets, programs, inserts, circulars, papers, magazines, souvenirs, librettos or any other printed matter without the prior written consent of the CPD, which shall not be unreasonably withheld.

All advertising for University's event must include the official logo of the Virginia Theatre, which includes all print, billboard, video, posters, flyers, and the like. The Virginia Theatre logo print size must be a minimum of 50% of the size of University's logo or event title. Failure to comply with this requirement result in cancellation of the event.

If a printed program is produced by University, CPD has the right to include information provided by the Virginia Theatre about theatre staff and services. Such information will not exceed one full page of the program and will be provided in advance within a specified time agreed upon between University and CPD.

10. ACT OF GOD AND CANCELLATION

In the event that either Party is unable to fulfill its obligations due to damage or destruction of the venue, acts of God, regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, extreme weather or any unforeseen occurrence rendering the event(s) impossible, neither Party shall be held legally responsible for any damages arising from the cancellation of such event(s).

11. PERFORMANCE RIGHTS

University shall pay for all event performance rights and licenses, license fees for any and all music, including encores, and further acknowledges and agrees to hold harmless and indemnify CPD from and against claims, demands, or suits that may be made or brought against CPD with respect to the performance of any material undertaken pursuant this Agreement.

12. APPLICABLE POLICIES

University understands that this Agreement is made subject to all rules and regulations of CPD attached as Schedule A, and it shall conform and be bound to comply with such rules and regulations. This Agreement shall not be modified without the express written consent of the Parties. All approved modifications or amendments to this Agreement shall be made in writing and signed by both Parties.

If, before the date of a scheduled event, either Party breaches, or fails to perform fully and in accordance with the terms of this Agreement, including without limitation, all representations, warranties, and other undertakings required herein, and time does not permit the breaching Party to cure, then the non-breaching Party shall have the option to terminate the Agreement for that specific event. In the event of such termination, the non-breaching Party shall have the right to retain all amounts previously paid to the non-breaching Party hereunder and the breaching Party shall immediately pay to the other all other amounts that would have been payable had the Agreement for the event remained in full force and effect.

13. GENERAL PROVISIONS

Assignment. Neither Party may assign this Agreement, in whole or in part, without the prior written approval of the other Party.

Amendments. Modification or amendments of this Agreement shall not be effective unless made by a written amendment signed by each Party's authorized representative.

Counterparts/Facsimile Signatures. This Agreement may be signed in any number of counterparts, all of which together constitute the Agreement. Facsimile signatures shall constitute and be deemed and construed as original signatures for all purposes.

14. STATE CERTIFICATIONS

CPD certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Agreement by reference. (775 ILCS 5/2-105).

15. AUTHORIZED SIGNATURE

The person signing for CPD represents that he/she signs as a properly authorized representative and does not assume any personal liability for the terms of this Agreement.

The person signing for University represents that he/she signs as a properly authorized representative and does not assume any personal liability for the terms of this Agreement.

[Remainder of this page left intentionally blank]

ACCEPTED AND AGREED FOR BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS.

Stacey L. Ballmes
Coordinator for University Contracts

Walter K. Knorr, Comptroller

Date

ACCEPTED AND AGREED FOR THE CHAMPAIGN PARK DISTRICT (CPD).

Virginia Theatre Director

Date

Executive Director

Date