

CITY OF O'FALLON, ILLINOIS  
RESOLUTION 2006 - 27

**Authorizing the Mayor to Execute an Intergovernmental Agreement with the Village of Shiloh that was Approved by Village Trustees at their regularly scheduled meeting on February 6, 2006**

**WHEREAS**, the City of O'Fallon, a municipal corporation, has entered into an Intergovernmental agreement for joint park and recreation services with the Village of Shiloh, and

NOW, THEREFORE, Be it resolved by the Mayor and City Council of the City of O'Fallon, St. Clair County, Illinois as follows:

That the City of O'Fallon authorizes its appropriate representatives to sign the agreement with the Village of Shiloh.

This Resolution shall become effective immediately upon its adoption by City Council.


Passed by the City Council this 20th day of March 2006

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ATTEST:

Approved by the Mayor this 20th day  
of March 2006.



  
Gary L. Graham, Mayor

## **AGREEMENT FOR PARKS AND RECREATION SERVICES**

THIS AGREEMENT, made and entered into this 6th day of February, 2006, by and between the CITY OF O'FALLON, ILLINOIS, a municipal corporation, hereinafter sometimes referred to as "City" and the VILLAGE OF SHILOH, ILLINOIS, a municipal corporation, hereinafter sometimes referred to as "Village",

### WITNESSETH:

WHEREAS, the City of O'Fallon owns and operates certain parks and recreational facilities located in the City of O'Fallon, including the Community Park, Thoman Park, Rock Springs Park, Hesse Park, Katy Cavin Community Center and Memorial Pool (such parks and recreational facilities located in the City of O'Fallon being collectively referred to herein as the O'Fallon Facilities), and

WHEREAS, the Village of Shiloh owns and operates certain parks and recreational facilities located in Shiloh, including Three Springs Park and Shiloh Community Park (such parks and recreational facilities located in the Village of Shiloh being collectively referred to herein as the Shiloh Facilities), and

WHEREAS, in order to enhance the public health, safety and welfare of the City of O'Fallon and the Village of Shiloh, the parties desire to provide for joint use of the O'Fallon facilities and the Shiloh facilities by the residents of both parties hereto; and

WHEREAS, the O'Fallon Facilities and the Shiloh Facilities are collectively referred to herein as the "Combined Facilities", and

WHEREAS, the parties hereto desire to contract and cooperate with one another for recreational services.

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.), and Section 5/1-1-5 of the Illinois Municipal Code (65 ILCS 5/1-1-5) provide authority for the City of O'Fallon and the Village of Shiloh to obtain or share services and facilities and to exercise, combine or transfer any power or function not prohibited by law or ordinance.

NOW, THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations and undertakings made and contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Village hereby agree, covenant, represent and undertake as follows :

1. The term of this Agreement shall be from the date of execution by the last of the parties herein and shall end December 31, 2006. Either party, however, shall have the right to terminate this agreement at any time upon a ninety (90) day written notice to the other party, and upon such termination the parties hereto, through their respective representatives, shall agree upon a completion of all matters pertaining to or arising from this agreement by the end of the ninety (90) day period.
2. The parties hereby agree that the Combined Facilities shall be available for the joint use by the residents of both parties hereto and other approved patrons of both parties hereto and the parks and recreation services and programs shall be provided in common to the residents of both parties on equal terms and conditions, except as otherwise provided herein. During the term of this Agreement, the City shall be responsible for supervising and managing (but not maintaining) the Combined Facilities as well as providing parks and recreational services and programs, including the scheduling thereof, for the residents of both parties and in so doing, use the name "O'Fallon Shiloh Parks and Recreation Department."
3. All fees generated by the programs provided by the O'Fallon Shiloh Parks and Recreation Department shall be paid to the City. From these fees, the City shall pay all costs of the program operation of the O'Fallon Shiloh Parks and Recreation Department and for all activities covered by this Agreement, except as otherwise provided herein. Such costs shall include those for the purchase of equipment and supplies as determined by the City. Should the fees not be sufficient to cover the costs of the programs, equipment, etc. the City shall advance the monies necessary to pay for such costs, with the Village to reimburse the City for its share of the costs upon the City's presentation of an accounting for same as set forth in Paragraph 4 herein.
4. By no later than March 1, 2007, the City shall provide the Village with an accounting of all receipts and expenditures for the calendar year 2006. Should the accounting show a deficit, the Village shall, by no later than May 1, 2007, pay to the City the deficit. Should the accounting show a surplus, the City shall, by no later than May 1, 2007, pay to the Village the surplus.

5. The City's failure to provide service shall not be cause nor grounds for imposing liability for any damages or claim for damages which may arise due to such failure.
6. This Agreement is not intended to confer any benefits on persons, legal or natural, other than the contracting parties hereto, and in this regard, this contract shall not be construed as made for the benefit of any third party.
7. No employee, volunteer, officer or other official of one party shall ever be considered or deemed to be an employee, volunteer, officer, or other official of the other party.
8. The City, at its expense, shall maintain its facilities and provide, at its expense, all utilities thereto.
9. The Village, at its expense, shall maintain its facilities and provide, at its expense, all utilities thereto.
10. Each party shall provide liability insurance for its facilities regarding the uses and activities arising out of this Agreement in amounts acceptable to the other party. Each party shall provide that the other is a named insured on said insurance policy and shall provide proof of insurance and of the fact that the other is a named insured within thirty (30) days of the entry of this Agreement and otherwise upon request. Neither party shall cancel said insurance or change the status of co-named insured without giving the other party thirty (30) days prior written notification thereof.
11. The Village residents will be charged the same rates or fees for all programs and services emanating from the City facilities, including the use of the Memorial Pool and the Katy Cavin Community Center as are charged to the City residents. The City residents will be charged the same fees for all programs and services emanating from the Village facilities as are charged to the Village residents.
12. Each party shall have the right to alter its facilities as it deems fit.
13. All notices and demands required by this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, addressed to the parties herein at the addresses set forth hereafter:

City of O'Fallon  
255 S. Lincoln  
O'Fallon, IL 62269  
Attn: City Clerk

Village of Shiloh  
1 Park Drive  
Shiloh, IL 62269  
Attn: Village Clerk

14. This Agreement may not be changed, revised, modified, waived, discharged, terminated or otherwise diminished or impaired other than by an instrument in writing duly authorized and executed by both the City and the Village.

IN WITNESS WHEREOF, the City and the Village 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 the respective officers set forth below.

CITY OF O'FALLON

VILLAGE OF SHILOH

By: *Amy E. Johnson*  
Mayor

By: *James A. Uehling Jr*  
Village President



Attest:

*[Signature]*  
City Clerk

Attest:

*Brenda A Kern*  
Village Clerk

3-22-06  
Date

02-06-06  
Date