



PARK DISTRICT of OAK PARK

*In partnership with the community, we provide
quality parks and recreation experiences for the residents of Oak Park*

**PARK DISTRICT OF OAK PARK
Committee of the Whole Meeting
Hedges Administrative Center
218 Madison Street, Oak Park, Illinois 60302**

Thursday, February 13, 2020, 7:30pm

AGENDA

- I. Call to Order/Roll Call**
- II. Public Comment**
- III. Administration and Finance Committee – Commissioner Porreca
 - A. PDCC Update
 - B. VOP Parking Agreement Update*
 - C. Information Technology Contract***
- IV. Recreation and Facility Program Committee – Commissioner Wollmuth
 - A. Festival Theater Agreement***
- V. Parks and Planning Committee – Commissioner Wick
 - A. Rehm Professional Services***
- VI. New Business**
- VII. Closed Session
Motion to convene into closed session for the discussion of the appointment, compensation, discipline, performance or dismissal of specific employees or legal counsel of the District.**
- VIII. Adjournment**

* Indicates information attached.

** Indicates information to be provided before or at the meeting.

Update indicates verbal report provided at meeting no materials attached

The Park District of Oak Park welcomes the opportunity to assist residents and visitors with disabilities. If you need special accommodations for this meeting, please call (708) 725-2000 or via email at Karen.Gruszka@pdop.org.

Memo

To: Kassie Porreca, Chair, Administration and Finance Committee
Board of Park Commissioners

From: Jan Arnold, Executive Director

Date: January 30, 2020

Re: Intergovernmental Agreement – Parking



Statement

In December, I met with Cara and Tammie regarding the parking lots located at Highland Madison which are now owned by the Park District of Oak Park. A new Intergovernmental (IGA) Parking Agreement between the Park District of Oak Park (PDOP) and the Village of Oak Park (VOP) has been crafted to allow continued parking on the west lot until which time construction begins on the Community Recreation Center.

Discussion

The Parking Agreement addresses the following:

1. Village of Oak Park will be allowed to continue to sell 24-hour and overnight parking passes for a maximum of 30 vehicles.
2. Village of Oak Park will not be charged for access to this lot.
3. Village of Oak Park will maintain Lot 44 for their parking permit holders including new signage and snow removal.
4. Park District of Oak Park will provide 90 day notice to VOP so they can inform permit holder.
5. Village of Oak Park will work with the Park District of Oak Park to provide street parking on Adams for employees once the construction of the Community Recreation Center begins.

The Park District believes this agreement to be beneficial to the residents of Oak Park.

Recommendation

Staff recommends the Board approve the VOP and PDOP Intergovernmental Agreement for parking effective April 1, 2020.

Attachment: Intergovernmental Parking Agreement

**SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT
BETWEEN THE PARK DISTRICT OF OAK PARK
AND THE VILLAGE OF OAK PARK
REGARDING LOCATIONS FOR PARKING**

This Supplemental Intergovernmental Agreement Between The Park District Of Oak Park And The Village Of Oak Park Regarding Locations For Parking (this “*Agreement*”) is made as of February ____, 2020, by and between the Park District of Oak Park, an Illinois municipal corporation (the “*Park District*”) and the Village of Oak Park, Illinois, an Illinois home-rule municipal corporation (the “*Village*”).

R E C I T A L S:

A. The Park District and the Village (the “*Parties*”) previously have entered into parking agreements from time to time related to parking, and the Parties now wish to enter into this Agreement related to (i) temporary, Village-managed parking on Park District property and (ii) certain on-street parking for Park District employees.

B. The Park District owns property known as the “*Harvey Highland Property*.” The Harvey Highland Property includes two parcels of land. One parcel, known as Lots 56 and 58, (the “*CRC Parcel*”) is the land that abuts the south right-of-way of Madison Street between Harvey Avenue and Highland Avenue. The other parcel, known as Lot 44, (the “*Parking Parcel*”) is the land located at the southwest corner of Madison Street and Highland Avenue. The CRC Parcel and the Parking Parcel are depicted in Exhibit A attached to this Agreement.

C. The Park District intends to construct a community recreation center on the CRC Parcel and the Parking Parcel for public recreational purposes.

D. The Village currently maintains a parking lot within the CRC Parcel (the “*Existing Parking*”) on which the Park District and holders of Village permits (“*Permit Holders*”) park vehicles. The Park District has requested that the Village relocate the Permit Holders from the Existing Parking onto the Parking Parcel, and the Village has agreed to that request under the provisions of this Agreement.

E. The Park District has requested that the Village authorize a defined number of Park District employees to park their personal vehicles on Adams Street generally in the area between Harvey Avenue and Cuyler Avenue during regular working hours, and the Village has agreed to that request under the provisions of this Agreement.

F. The Park District and the Village desire to enter into this Agreement to jointly serve the needs of the local community, the Village, and the Park District.

NOW, THEREFORE, the Park District and the Village enter into this Agreement on the terms set forth herein.

Section 1. Incorporation of Recitals.

The recitals are incorporated into this Agreement as findings of the Park District and the Village.

Section 2. Impact on Existing Agreements.

The Parties acknowledge that this Agreement includes provisions that are or may be inconsistent with existing intergovernmental agreements between the Parties, including without limitation the intergovernmental agreement titled “License Agreement Between The Village Of Oak Park And The Park District Of Oak Park For Use Of Parking Facilities” (the “*2015 Agreement*”). The Parties agree that in each instance of an inconsistency between any provision of the 2015 Agreement and any provision of this Agreement, the provisions of this Agreement will apply and control. Further, the Parties agree that except for the provisions specifically stated in this Agreement, this Agreement does not supersede the terms of the other existing agreements between the Parties and those existing agreements remain in full force and effect in accordance with their terms and provisions.

Section 3. Relocation of Permit Holders; Standards.

A. Timing and Standards for Use of Parking Parcel. The Village will relocate the Permit Holders from the Existing Parking on to the Parking Parcel by March 31, 2020. Parking for the Permit Holders on the Parking Parcel includes Night and 24-Hour permits. The Village, at its discretion, may post signs, install markings, and otherwise prepare the Parking Parcel for use by the Permit Holders. The Village will be responsible for any necessary maintenance of the Parking Parcel for so long as the Parking Parcel it is being used by the Permit Holders.

B. Number of Permit Holders. As of the Effective Date, the number of Permit Holders is approximately 30. The Village, at its discretion, may continue to issue 30 parking permits for 24-Hour parking on the Parking Parcel, but the Village will not increase that number of parking permits.

C. Term of Use of Parking Parcel. The Village may continue use of the Parking Parcel by Permit Holders until the Park District notifies the Village in writing that disruptive development activities affecting the Parking Parcel will commence within 90 days after the date of the notice. The Village must discontinue the Existing Parking on the Parking Parcel within 30 days after the date of the notice.

Section 4. License for Adams Street Parking; Standards.

In consideration of the provisions of this Agreement, the Village hereby grants to the Park District a license, at no charge, for daytime on-street parking on Adams Street for up to 30 Park District employees (the “*On-Street Parking License*”) in accordance with this Section 4.

A. Management and Oversight of Permits. If requested by the Village, then the Park District will distribute on-street permits to its employees for the on-street parking, in a form satisfactory to the Village. The Park District also will be responsible for monitoring employee compliance with the terms of this Section 4. The on-street parking is for personal vehicles only.

B. Compliance. Park District employees must comply with the terms of the On-Street Parking License and any on-street permit. In the event of noncompliance by an employee, the Park District may suspend that employee's access to the on-street parking for a period of time determined by the Park District. In the event of repeated noncompliance by an employee, the Park District or the Village may terminate that employee's access to the on-street parking.

C. Location; Time Period. The License, and the on-street permits if any, authorize parking on Adams Street between Humphrey Avenue and Cuyler Avenue, between 6:30 a.m. and 6:00 p.m. In the event on-street parking on Adams Street becomes temporarily unusable due to repairs, construction, or other temporary disruption, the Village will designate a temporary location for parking within a similar, reasonable distance from the Park District's headquarters.

D. Term of License. The On-Street Parking License is valid for the term of this Agreement.

Section 5. Indemnity.

A. Indemnity by Park District. The Park District agrees to hold harmless, defend, and indemnify the Village against and from any and all claims, demands, damages, causes of action, suits, judgments, or liability of any kind, including attorney's fees, cost and expenses, which result or are alleged to result from claims of injury to person or damage to property arising out of any act or omission of the Park District under this Agreement, including its officials, officers, employees, volunteers, and agents. The Village agrees that, if such a claim is asserted or any such action is brought, then the Village will give notice to the Park District by telephone immediately when the claim or action is received by, or action is received by, or first known to, the Village and will give written notice to the Park District within five business days after the claim or action is received. The Village agrees to cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action shall be performed and concluded by the Park District. The delivery of written notification will include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits of a claim is filed.

B. Indemnity by Village. The Village agrees to hold harmless, defend, and indemnify the Park District against and from any and all claims, demands, damages, causes of action, suits, judgments, or liability of any kind, including attorney's fees, cost and expenses, which result or are alleged to result from claims of injury to person or

damage to property arising out of any act or omission of the Village under this Agreement, including its officials, officers, employees, volunteers, and agents. The Park District agrees that, if such a claim is asserted or any such action is brought, then the Park District will give notice to the Village by telephone immediately when the claim or action is received by, or action is received by, or first known to, the Park District and will give written notice to the Village within five business days after the claim or action is received. The Park District agrees to cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action shall be performed and concluded by the Village. The delivery of written notification will include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits of a claim is filed.

C. No Waivers of Defenses, Immunity, Rights. By agreeing to indemnify the other, neither the Park District nor the Village waives its right to assert any defenses or immunities available to them under the Illinois Local Government and Governmental Employees Tort Immunity Act or any other law. In addition, neither the Park District nor the Village waives its rights to limit its liability for injuries to its employees to that provided for in the Workers Compensation Act.

Section 6. No Assignment or Rights in Successors; No Third-Party Rights.

Neither the Village nor the Park District will assign any of its rights or benefits under this Agreement to any other entity or person. The rights and benefits under this Agreement are exclusive to the Village and the Park District and do not inure to any successors of the Village or the Park District. This Agreement has been written purposely and specifically in a manner that does not confer any rights on any third party.

Section 7. Notices.

All notices required under this Agreement must be made personally or by registered mail and must be addressed as follows:

<u>Notices to Park District:</u>	<u>Notices to Village:</u>
Executive Director	Village Manager
Park District of Oak Park	Village of Oak Park
218 Madison Street	123 Madison Street
Oak Park, Illinois 60302	Oak Park, Illinois 60302

Section 8. Effectiveness of Agreement.

This Agreement is effective as of the Effective Date for a period of 99 years.

Section 9. Amendments in Writing.

This Agreement may not be modified or amended except in writing signed by properly authorized representatives of both the Village and the Park District.

Section 10. Effective Date.

This Agreement will take effect on the last date of its execution by one of the Parties as reflected below (the “*Effective Date*”).

Section 11. Counterparts; Facsimile or PDF Signatures.

This Agreement may be executed in counterparts, each of which will be considered an original and together will be one and the same Agreement. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Park District of Oak Park

Jan Arnold, Executive Director

Date: _____, 2020

Attest:

Chris Wollmuth, Board Secretary

Date: _____, 2020

Village of Oak Park

Cara Pavlicek, Village Manager

Date: _____, 2020

Attest:

Vicki Scaman, Village Clerk

Date: _____, 2020

Memo

To: Kassie Porreca, Chair, Administration and Finance Committee
Board of Park Commissioners

From: Jan Arnold, Executive Director

Date: January 30, 2020

Re: Information Technology Contract



Statement

In 2019, our Technology Manager, Michael Elden, resigned his position due to his family's move to Colorado. The Park District has continued to expand our use of technology and the need for staff to possess a wide-range of information technology experience and expertise.

Discussion

The Park District of Oak Park has been seeking new IT staff for several months to assist with our District's technology needs. Kyle and I have undertaken a variety of options including meeting with IT recruiting firms, seeking resumes from a temp to hire business, agency's own job search, as well as discussion with IT consulting firms. Based on our findings, staff are recommending moving forward with outsourcing IT service and support.

A few key points:

- Noventech has nine (9) staff with a variety of skills, which will allow a broader skills set to support the District.
- A designated tech will be onsite a minimum of 16 hours per months.
- Agreement includes disaster backup (value approximately \$10K), which PDOP also needs.
- The agreement with Noventech will be approximately \$106,200. This is approximately the cost of the IT Manager (\$87,000 salary but benefits). PDOP will not hire the second full-time position as we evaluate the outsourcing, there may not be a need moving forward, which would save approximately \$90,000 (\$65,000 salary and benefits) annually.
- Joe Wright, owner, is the individual that PDOP has used to write all of our code for importing data into MPower over the past seven years. Thus we have confidence in his skills and responsiveness.
- Mutually agreed that after six months, if PDOP is not fully satisfied the District can end relationship.

Recommendation

Staff recommends engaging Noventech, Inc. of Wood Dale, IL, for information technology services and support for \$8,850 per month. Staff request approval for one year with the ability to extend based on service delivery.

Attachment: Managed IT Services Proposal and Scope of Work



Tuesday, February 4, 2020

Park District of Oak Park
218 Madison
Oak Park, IL 60302

Ms. Arnold:

Thanks for giving my company the opportunity to provide a Managed IT Services proposal to the Park District of Oak Park. We can utilize our knowledgeable team of IT professionals and our current Park District IT experience to provide you with fast response times and resolutions to your IT issues.

I have created a custom all-inclusive Managed IT Services plan for your organization. The plan pricing is based on the core infrastructure system complexity and hardware (routers, switches, access points, servers and other related hardware) and a per-user price.

Along with the plan below, we will also include these additional services:

- 10TB of Veeam Cloud Connect Storage (off-site replication for your backups).
- Failover for your current spam filter (if your spam filter becomes unresponsive our Barracuda Spam Firewall cluster will hold messages until your unit comes back online).

Utilizing these additional services that you don't have in-house will allow us to provide better disaster recovery preparation and provide additional redundancy to your internal systems.

Please let me know if there are any questions I can answer after reviewing the plan.

Thanks.

Joe Wright
Noventech, Inc.

joe@noventech.com

(630) 595-5200 x4501

Custom Managed IT Services Plan for the Park District of Oak Park

The custom PDOP Managed IT Service plan provides the following services:

- Guaranteed 1 Hour Helpdesk Response Time
- Unlimited Remote & On-Site Support.
- Real-time Monitoring of Network Services (Ensure critical network services are up and running)
- Ongoing Maintenance to Network Infrastructure
- Minimum 16 hours of on-site support per month.
- Discounted rate of \$115/hr. for any Out-of-Scope project work.
- Realtime Hardware Monitoring (Monitors Hard Drives, RAM, Temperatures and General PC Health)
- Application of Windows Updates & Third-Party Application Updates (Microsoft Office, Flash, Java, Adobe)
- **Includes Noventech Cyber Total Protection Plan**

The Noventech Cyber Total Protection package includes the following:

- Managed threat detection and response services to uncover and address malicious footholds that slip past your standard preventative defenses.
- Artificial intelligence based anti-phishing filtering and user testing framework.
- Monthly internal and external network security scans including dark web scans for compromised accounts.

Monthly Recurring Costs

Description	Monthly Price	Quantity	Cost
Core Infrastructure Maintenance & Management (17 Current Locations + 1 Future Location)	\$5250.00	1	\$5250.00
Per User	\$30.00	120	\$3600.00
Total:			\$8,850.00 / Month.

Printed Name _____ Signature _____ Date _____



Managed IT Services Scope of Work (SOW)

Exhibit A

The following table will provide a basis for determining what IT related tasks are considered In-Scope (covered and included in the Managed IT Service Agreement) and what tasks are considered Out-Of-Scope (billed hourly or as a project).

In-Scope	Out-Of-Scope
<ul style="list-style-type: none"> • Routine hardware checks, software updates, OS updates and 3rd party updates. • Installation of hardware and software. • Hardware and software troubleshooting. • Server backups, replication, testing and assisting with restoring files. • Maintenance and troubleshooting of network infrastructure, including switches, routers and Wi-Fi systems. • Troubleshooting connections between network devices such as computers and printers. • Management and troubleshooting of 3rd party email services such as GSuite and Office 365 (if utilized). 	<ul style="list-style-type: none"> • Maintenance and troubleshooting of any device not associated with an existing Park District of Oak Park location. • Hardware repairs to equipment not typically serviceable by general IT consultants such as printers, switches and routers. • Website updates and content generation. • Social media updates and management. • Custom software development and related programming services.



Managed IT Services Agreement

This Managed IT Services Agreement (“Agreement”) is made on Tuesday, February 4, 2020 by and between Noventech, Inc., hereinafter referred to as (“Provider”) and Park District of Oak Park, hereinafter referred to as (“Client”) to provide IT services, hereinafter referred to as the (“IT Services”).

WHEREAS, the Client hereby wishes to engage in Provider’s services to maintain, service and upgrade Client’s IT assets as provided in this Agreement.

NOW, THEREFORE, Provider and Client agree as follows:

1. Scope of Services

Provider will perform such infrastructure development, network maintenance and support services as are set forth in Exhibit A (Scope of Work).

2. Price and Payment

Provider is being hired on a fixed-price basis per item covered to perform the Services and provide the Services described above in Exhibit A (Scope of Work). Changes to current number of users covered under this agreement will cause a change in overall agreement price. The fixed price for this Scope of Work with its current users covered under contract can be found attached to this contract.

Additionally, services that are not covered under this agreement are eligible for discounted rates which are detailed with the plan selected.

3. Term and Termination

Unless terminated as provided herein, this Agreement will extend for a period of twelve (12) months and will automatically renew from month to month thereafter. Provider may terminate this Agreement without cause upon written notice, and Client may terminate this Agreement without cause upon sixty (60) day’s written notice. In the event of termination by the client without cause, Client will pay Provider for all of the Services up to the end of the contract date. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least fifteen (15) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party’s right to exercise any other remedies for breach. Upon termination of this agreement client may request all credentials and login information as it relates to their IT systems and network and will be willingly surrendered by the provider.

4. Obligations of Client



A. Client will immediately notify Provider upon learning of any significant problem with the performance of the network.

B. Client will cooperate with Provider in connection with its performance of the Services by providing access to Client's physical premises as reasonably necessary from time to time.

C. Client will allow a monitoring agent (to monitor computer health) and remote access utility to be installed on all managed computers under the terms of the agreement.

D. Client will, from time to time, purchase such software and hardware as may be reasonably necessary for the effective operation of its network.

E. Client will provide hands-on assistance to Provider in remote support situations when required, i.e. restarting computer, power-cycle network device, place disk in drive, etc.

5. Confidential Information

A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is reasonably necessary to the performance of Provider's Work.

B. All information relating to Provider that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend for a period of one (1) year after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

6. Warranty and Disclaimer

Client acknowledges that no computer system or software can be made completely stable or secure, and that Provider cannot guarantee the stability, safety or security of client's network or data. Provider warrants that the IT Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards and the time frame, if any, set forth in the description of IT Services herein. Client is solely responsible for implementing and monitoring appropriate operational and security procedures, and for making appropriate backup copies of all data. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.



7. Limitation of Liability

In no event will Provider be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the IT Services, whether in contract, tort, or otherwise, even if Client has advised of the possibility of such loss or damages. In no event will Provider be liable for any loss of data that may occur, regardless of the cause of such loss of data. The total liability of Provider for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Provider, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Provider for the IT Services during the twelve (12) month period preceding the date the claim arises.

8. Indemnification

Client will indemnify and hold Provider harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Provider therein, arising out of or in conjunction with Client's performance under or breach of this Agreement.

9. Relation of Parties

The performance by Provider of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Provider and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

10. Employee Solicitation/Hiring

During the period of this agreement and for twenty-four (24) months thereafter, Client will not directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the provider. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

11. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Illinois. The arbitration will be held in Illinois. The Arbitrator will



have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

13. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs from the other party.

14. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

15. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

16. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

17. Entire Agreement

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Provider: Noventech, Inc.

Client: Park District of Oak Park

Name : _____

Name: _____

Signature: _____

Signature: _____

Memo



To: Commissioner Wollmuth, Chair, and Recreation & Facility Program Committee
Park Board of Commissioners

From: Maureen McCarthy, Superintendent of Recreation

CC: Jan Arnold, Executive Director

Date: February 13, 2020

Re: Affiliation Agreement with Festival Theatre

Statement

In 1976, the Park District of Oak Park invited the festival to perform under a canopy of stars in Austin Garden located at 167 Forest Avenue. Every year since, they have returned to Austin Gardens to build a summer stage to provide Community Theater to the residents of Oak Park and beyond.

Discussion

Festival Theatre (FT) and the Park District of Oak Park have worked closely over the years to ensure a quality space is available for Community Theater as well as that the park is open to the residents of Oak Park. The Park District is excited to continue this tradition. The Park District of Oak Park also provides a \$6,000 grant annually for general support to Festival Theatre from the Austin Gardens Trust.

Unfortunately, due to weather impacts, Festival Theatre is only planning to offer one production in 2020.

In 2016, the Park District of Oak Park and Festival Theatre agreed to provide one performance night free to the Oak Park residents as a thank you for access to the community park throughout the summer. The free nights were a success. Unfortunately, the tickets were not just given to Oak Park residents resulting in sold out night in early April. Thus, through discussions with FT staff, the free Community Night tickets will be distributed by the Park District's Customer Service staff to only Oak Park resident and not in a number that exceeds the number of household members in each residence.

Recommendation

Staff recommends that the Board approve the attached Festival Theatre Affiliation Agreement.

Attachment: Festival Theater Agreement

PARK DISTRICT OF OAK PARK

**RECREATIONAL ACTIVITIES AFFILIATION AGREEMENT
WITH THE OAK PARK FESTIVAL THEATRE
FOR USE OF AUSTIN GARDENS**

The Park District of Oak Park owns a park known as Austin Gardens (the “Park”). The Oak Park Festival Theatre desires to use the Park for production and public performances of “The Tempest” in the Summer 2020. Festival Theatre will have open rehearsals, programs and other events open to the residents of the Park District (the “Authorized Use”):

Access to Austin Gardens will begin on Monday, June 1, 2020, to begin the cleaning process and construction of the set. “The Tempest”, will preview on July 11, 12, 15, 16, and 17, with a formal opening on Saturday, July 18. Performances will be Thursdays through Saturdays at 8:00 PM and Sundays at 7:00 PM. The final closing performance will be on Sunday, August 23, with a possible extension August 27-September 6. The Festival Theatre will lock the North and East gates to the park no earlier than 30 minutes before the start of the show and open the gates at the end of the show, by 10:30PM. The park can be closed to the public only during performances with the exception of Community Appreciation Nights, when the park will remain open to all.

Rehearsals will begin on Wednesday, June 17 and be held Wednesday – Friday 6:30PM – 10:30 PM, Saturday 10:00AM – 6:00PM and Sunday 10:00AM – 5:00 PM. There will be a short rehearsal on July 4, from 10:00AM – 3:00PM.

Strike and removal of all equipment will take place on or by Monday, September 7, earlier if the show is not extended. Notice will be given in advance when these activities take place.

Additionally, summer theatre camps held in partnership with the Viola Project will be hosted in the park Monday through Friday, from 9:00 AM – 3:00PM, unless otherwise noted. This agreement is entered into between the Park District of Oak Park of Cook County, Illinois, recognized and existing under the Park District code of the State of Illinois (herein referred to as the “Park District” and the Oak Park Festival Theatre, an Illinois corporation (herein referred to as the “Festival Theatre”).

Whereas, the Park District provides parks, recreation programs and facilities to the residents of Oak Park; and

Whereas, the Festival Theatre is one of many organized user groups of said parks and facilities; and

Whereas, the Park District of Oak Park owns, maintains and schedules all parks in Oak Park (the “Parks”); and

Whereas, the Festival Theatre desires to use the Park for its production and public performances of plays, which will have a run during the summer of 2020; and

Whereas, the Park District and the Festival Theatre are both committed to providing the residents of Oak Park with the opportunity to view Festival Theatre activities; and

Whereas, a written agreement to formally structure the responsibilities, requirements, privileges and expectations of both parties will enhance cooperation by reducing confusion; and

Now therefore, in consideration of the premises contained herein, it is agreed by the Park District and Festival Theatre that,

Section 1 Grant of License

The Park District hereby grants to the Festival Theatre a temporary license (the "License") for the purpose of allowing the Festival Theatre to conduct the Authorized Use. The License shall be for no other purpose.

Section 2 Term of License; Termination

The License shall be for a term commencing on April 1, 2020, and expiring on December 31, 2020. The Park District, at its discretion for good cause, may terminate the License at any time on seven days prior written notice by the Park District to the Festival Theatre. On termination of the License, all use of the Park by the Festival Theatre shall be discontinued immediately. The termination of the License shall not terminate the duties and responsibilities of the Festival Theatre to repair and restore damaged property, and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Recreational Activities Affiliation Agreement.

Section 3 Fee for Use of Park

For the 2020 season, Festival Theatre will assess a \$1.00 ticket surcharge per ticket sold. Oak Park Festival Theatre will provide an accounting no later than two weeks after the final performance and submitted for payment at that time. One month after the close of the production, a final accounting will be submitted with payment for any additional tickets that were not included in the initial submission.

Section 4 Bond

For the 2020 season, there shall be no bond required from the Festival Theatre for use of the Park.

Section 5 Insurance

For the 2020 season, the Festival Theatre shall provide general liability insurance coverage for the Authorized Use.

Section 6 Mutual Activities and Services

A. Park District Services

The Park District shall provide for the Festival Theatre:

- (i) Publicity in the form of organizational contact information in the Park District's seasonal program brochures and link on PDOP website;
- (ii) Ability to advertise in the seasonal brochure;
- (iii) A grant of \$6,000 from the Austin Gardens Trust at the OPRF Community Foundation;
- (iv) Limited trash removal and utilities;
- (v) Access to indoor bathrooms and concession area of the Environmental Education Center (hereinafter "center") on performance dates, one hour prior to and 30 minutes after the conclusion of each performance;
- (vi) Access in the center to the dedicated storage room to be maintained by Festival Theater to meet all applicable codes including fire code;
- (vii) PDOP will put together a layout of circuits and this will allow Festival Theatre to design the system based on the current loading in the park – if Festival Theatre wants to verify that the installation is not exceeding or pushing the limits – PDOP can recommend an electrician, since PDOP does not have an electrician on staff;
- (viii) The Park District will email residents who acquire Community Appreciation Night performance tickets if there are any changes due to weather, etc. to the event once Festival Theatre shares the changes with Park District Staff; and
- (ix) The Park District will provide names, email addresses, as well as zip codes to all residents that register to receive Community Appreciation Night tickets prior to the performance.

B. Festival Theatre Services

The Festival Theatre shall keep and provide the following items for the Park District:

- (i) The Festival Theatre will submit yearly financial reports, written minutes of meetings, a copy of governing by-laws, and accident reports;
- (ii) The Festival Theatre will maintain its own financial accounts and will not incur any expense on behalf of the Park District;
- (iii) The Festival Theatre will provide access to the Park District of all of its books and accounts at all reasonable times;
- (iv) The Festival Theatre will provide volunteers to organize and operate its events, will assist in set-up and take-down of equipment, and will clean up

the Park after events. Removal of all stages and equipment from Austin Gardens will be complete by Monday, September 7, 2020;

- (v) At the request of the Park District, the Festival Theatre will require volunteers to complete, sign, and file volunteer application forms provided by the Park District and have a cleared background check on file with Festival Theatre;
- (vi) Any signage or affiliation to donor recognition allowed in the park must meet Park District sponsorship rules (i.e. no alcohol, cannabis or gambling etc.);
- (vii) Access to the Festival Theatre's events shall be open to all interested residents of the Village of Oak Park;
- (viii) The Festival Theatre acknowledges and agrees to Section 7.31 of the Park District Rules and Regulations Governing Use of the Park Facilities;

Possession and consumption of bring-your-own ("BYO") wine and beer is permitted within Austin Gardens during a theatrical performance by the Festival Theatre, subject to the following restrictions:

- (a) No person under the age of 21 years is allowed to possess or consume any wine and beer.
- (b) No signage announcing or advertising of BYO wine and beer is permitted.
- (c) BYO possession and consumption is authorized only for a time period commencing 90 minutes prior to the scheduled start of a performance and ending no later than 30 minutes after the end of a performance.
- (d) No open containers of wine and/or beer shall be removed from Austin Gardens.
- (e) Staff or volunteer in attendance during an applicable theatrical performance shall complete BASSET training by a state certified program.
- (f) Festival Theatre will pay 50% of the cost of the annual liquor license.
- (ix) The Festival Theatre will provide a link on their website to the Park District of Oak Park's website. Festival Theatre will recognize on their website and in all appropriate printed materials the grant from the Park District's Austin Gardens Trust and Park District sponsorship. Further, the Festival Theatre will provide an advertisement in their summer program book for the Park District of Oak Park and an advertisement in their summer program book for the Parks Foundation. Both organizations may promote their programs as they deem appropriate. The Park District and the Parks Foundation will

adhere to production submission and graphic constraints established by the Festival Theatre;

- (x) The Festival Theatre will offer a “Community Appreciation Night” a preview of the production to take place on Wednesday, July 15, as a community night which the public will be encouraged to attend free of charge. Community Appreciation Night tickets will only be distributed by the Park District through the Park District’s Registration Software System;
- (xi) The Festival Theatre will allow the Park District to display a table at “Community Appreciation Night,” Wednesday, July 15, to promote the Park District’s programs and activities;
- (xii) The Festival Theatre will provide a small discount to participants in the Park District of Oak Park Active Adult Membership. Members will be required to show membership card at box office when purchasing the tickets to receive the discount;
- (xiii) The Festival Theatre will consult with the Park District of Oak Park prior to adding more performances or performance groups to the schedule;
- (xiv) The Festival Theatre will abide by the Rules and Regulations Governing uses of the Park and to direct all Festival Theatre participants and spectators to do the same;
- (xv) The Festival Theater will complete and submit the annual Affiliate Organization’s Activity and Participation Report;
- (xvi) The Festival Theater will establish and implement a safety and risk management program for the benefit of Festival Theatre participants, volunteers and spectators. This program shall include a written safety policy, volunteer safety training and a written system for reporting accident or incidents. Moreover, the Park District will upon request be available to assist Festival Theatre with establishing the safety and risk management program;
- (xvii) Compliance with the Americans with Disabilities Act (ADA) which was signed into law in July of 1990. This law mandates equal access to services, transportation, employment, communication and facilities for persons with disabilities. Festival Theatre must admit an individual with a disability who meets essential eligibility requirements by providing reasonable accommodations, as may be needed, to allow these individuals to participate in Festival Theatre activities. These accommodations may include providing adaptive equipment, additional volunteers, staff members, sign language interpreter and similar measures;
- (xix) No parking is allowed behind the building except one car is allowed during performances. The parked car must not spill out onto the walkway; and

- (xx) Festival Theatre must notify Park District of Oak Park of any cancellations via text or email so the automatic locks are not left open since they are on a timer for Festival Theatre performances.

Section 7. Background Checks.

A. Viola Project Staff and Volunteers.

All staff and volunteers that participate in the Viola Project (collectively “*Viola Project Staff*”) must complete a Park District-approved background-check form (the “*Required Form*”) and pass a criminal background check (a “*CBC*”) before participating in any Summer Camp activity. The Required Form may be provided by the Park District, or by the Festival Theatre if that form is approved in advance by the Park District. The Festival Theatre must complete a CBC for each Viola Project Staff member not less often than once every two years. The Festival Theatre must:

- (1) keep a list of all Viola Project Staff;
- (2) include on that list the date or dates on which a CBC was completed for each Viola Project Staff member;
- (3) prohibit any Viola Project Staff member from participating in any Summer Camp until a CBC has been completed for that Viola Project Staff member; and
- (4) submit an affidavit, and all necessary supplemental affidavits, signed by an authorized Festival Theatre representative, to the Park District stating that a CBC has been completed on all Viola Project Staff currently working in Summer Camp.

The failure of the Festival Theatre or the Viola Project to comply with the provisions of this Section 7 may disqualify the Festival Theatre and the Viola Project from running Summer Camp.

B. Park District Background Check System.

The Festival Theatre may use the Park District’s on-line volunteer background check process (“*Park District Process*”) to satisfy its obligation to obtain Required Forms and perform CBCs for volunteers. The provisions of this Subsection B apply if the Festival Theatre elects to use the Park District Process. Before a Viola Project volunteer may participate in any Summer Camp, that Viola Project volunteer must undergo a background check by filling out the volunteer background check form (“*Volunteer Background Form*”) provided on the Park District’s website at www.pdop.org. The Festival Theatre must:

- (1) keep a list of all Viola Project Staff;

- (2) direct all Viola Project volunteers to complete the Volunteer Background Form;
- (3) prohibit any Viola Project volunteer member from participating in any Summer Camp until that Viola Project volunteer has completed and cleared the Volunteer Background Form; and
- (4) submit an affidavit, and all necessary supplemental affidavits, signed by an authorized Festival Theatre representative, to the Park District stating that all Viola Project volunteers currently working in Summer Camp have completed and cleared the Volunteer Background Form.

The Park District will use the information provided on the Volunteer Background Form to conduct a thorough criminal background check and determine whether the Viola Project volunteer is qualified to participate in Summer Camp. The failure of any Viola Project volunteer member to properly complete and clear the Volunteer Background Form disqualifies that Viola Project volunteer from participating in any Summer Camp. The Volunteer Background Form must be completed and cleared by all Viola Project volunteers not less often than once every two years.

Section 8 Environmental Considerations

The Park District of Oak Park believes the care and protection of our natural world is the responsibility of us all. The Park District requests that all Park District Affiliate Organizations adopt sound environmental practices. Simple steps may be taken including encouraging all participants to use reusable containers to reduce waste when possible and to take recyclable products home to dispose of properly. To reduce trash, keep our parks cleaner and increase environmental awareness and stewardship, the Park District has been working with our sports affiliates since 2009 to establish a Carry In/Carry Out Program. We simply ask participants and spectators to take out whatever trash they bring into the park. We encourage all of our park patrons to follow the Carry In/Carry Out Program. Please do your part to keep our parks clean.

Section 9 Specific Terms of Agreement

This Recreational Activities Affiliation Agreement shall include the Specific Terms of Agreement attached hereto. Further, the Park District of Oak Park reserves the right to modify the schedule as it determines necessary throughout the season.

Section 10 Authority

Each person signing this Recreational Activities Affiliation Agreement hereby covenants that he or she understands this Recreational Activities Affiliation Agreement, that he or she has the authority to execute this Agreement and to legally bind the party whom he or she represents.

PARK DISTRICT OF OAK PARK

By: _____
President

Date: _____

Printed Name: _____

FESTIVAL THEATRE

By: _____

Date: _____

Printed Name: _____

Title: _____

PARK DISTRICT OF OAK PARK

RECREATIONAL ACTIVITIES AFFILIATION AGREEMENT SPECIFIC TERMS OF AGREEMENT

Paragraph 1. Retained Rights of Park District.

The Park District shall retain and have all rights to use and occupy the Park. However, the Park District shall not unreasonably interfere with the Guest Organization's use and occupancy of the Park in accordance with this Recreational Activities Affiliation Agreement.

Paragraph 2. Park and Property Restoration.

If the Park or any other property of the Park District is damaged in any way by activities related to the Authorized Use or by the Guest Organization or any agent or invitee of the Guest Organization, then the Guest Organization shall repair such damage and restore the damaged property to a condition at least as good as before the damage occurred. Such repair and restoration shall be completed within 30 days after the damage occurs. Repair and restoration shall include, at a minimum, (a) restoration of any and all fences, trails, paths, pavement, plantings, landscaping, or improvements that are damaged, (b) replacement of all sod damaged or removed with sod of like quality, and (c) the immediate removal and proper disposal of all waste generated by or in connection with the Authorized Use.

Paragraph 3. Bond.

If a bond is required by the Recreational Activities Affiliation Agreement, then the Guest Organization shall deposit with the Park District, prior to the commencement of the Authorized Use, a bond in the form and amount set forth in the Recreational Activities Affiliation Agreement (the "Bond") as a guarantee that the Guest Organization shall comply with all conditions of this Recreational Activities Affiliation Agreement, including without limitation repair and restoration of the Park and other property. The Park District shall refund the amount of the Bond to the Guest Organization after the Park District has determined that the Guest Organization has fulfilled all of its duties pursuant to this Recreational Activities Affiliation Agreement. If the District determines that the Guest Organization has failed to fulfill its duties to complete repair and restoration, then the Park District may deduct any amount necessary, including the entire amount of the Bond, to pay for repairs and restoration. If the costs to repair and restore damaged property exceeds the amount of the Bond, then the Guest Organization shall pay all such excess costs incurred by the Park District to reimburse the Park be liable for all costs, including attorney's fees and interest incurred by the Park District in the recovery of any such amount.

Paragraph 4. Conditions at Park.

If at any time during the term of this Recreational Activities Affiliation Agreement the Guest Organization becomes aware of any perceived hazard or danger on or near the Park, then the Guest Organization shall immediately inform the Park District of such hazard or danger. The Park District reserves the right to close the Park for use by the Guest Organization and the public at any time that the Park District becomes aware of a danger or hazard.

Paragraph 5. Alcohol.

The sale, distribution, possession, or use of alcohol within the Park by any person is strictly prohibited unless following section 7.31 of the Park District Rules and Regulations Governing Use of the Park Facilities.

Paragraph 6. Supervision and Security.

The Guest Organization shall be solely responsible for the supervision of the Authorized Use. The Guest Organization shall be required to provide and bear the sole cost of any security deemed reasonably necessary by the Park District at any time. The Park District shall have no responsibility to supervise, perform, or provide security for any matter related to the Authorized Use.

Paragraph 7. Guest Organization Contractors.

If the Guest Organization hires or retains any contractor or agent (a “Guest Organization Contractor”) in connection with the Authorized Use, then the acts and omissions of any Guest Organization Contractor (or any contractor or agent retained by a Guest Organization Contractor) shall be deemed to be the acts and omissions of the Guest Organization. The Park District shall have no liability for any contract or agreement created by the Guest Organization with any Guest Organization Contractor.

Paragraph 8. Indemnification, Waiver, and Insurance.

A. Indemnification of Park District. As a condition of the rights granted to it by this Recreational Activities Affiliation Agreement, the Guest Organization shall, through counsel approved by the Park District and to the fullest extent permitted by law, hold harmless, indemnify, and defend the Park District and its commissioners, officers, agents, attorneys, employees, contractors, successors, and assigns from and against any and all losses, expenses, claims, costs, causes, actions, litigation costs, attorney fees, suits, and damages relating to personal or bodily injuries, death, or damages or injuries to property arising from, occurring, growing out of, incident to, relating to, or resulting directly or indirectly from the grant of the License or the use of the Park by the Guest Organization, its employees, agents, and invitees or the Guest Organization Contractors (the “Claims”), including without limitation Claims arising from the Park District’s alleged negligence or fault, and litigation costs and attorneys’ fees. The Guest Organization shall notify the Park District of any Claims or potential Claims against the Park District of which the Guest Organization becomes aware promptly and in no event more than 30 days after becoming aware of such Claims. The Guest Organization’s obligations under this Paragraph shall be in addition to, and shall not be limited or waived by the availability or unavailability of, any insurance, including insurance provided by the Guest Organization or a contractor pursuant this Paragraph or insurance provided by the Park District.

B. General Waiver of Claims against Park District. As a condition of the rights granted to it by this Recreational Activities Affiliation Agreement, the Guest Organization shall waive, to the fullest extent permitted by law, any and all losses, expenses, claims, costs, causes, actions, litigation costs, attorney fees, suits, and damages relating to personal or bodily injuries, death, or damages, or injuries to property arising from, occurring, growing out of, incident to, relating to, or resulting directly or indirectly from the grant of the License or any use of the Park by the Guest Organization, its employees, agents, and invitees or the Guest Organization Contractor (the “Claims”), including without limitation Claims arising from the Park District’s alleged negligence or fault, and litigation costs and attorneys’ fees against the Park District.

C. Individual Waivers. The Guest Organization shall provide to the Park District individual waivers, on a form provided by the Park District, from each participant in each activity.

D. Insurance. If the Recreational Activities Affiliation Agreement requires the Guest Organization to provide insurance, then, contemporaneous with the Guest Organization’s execution of this Recreational Activities Affiliation Agreement, the Guest Organization and any Guest Organization Contractor shall provide certificates and policies of insurance, with coverages and limits as set forth in Section 5 of the Recreational Activities Affiliation Agreement, including naming the District as an additional insured on all such policies. For good cause shown, the Park District may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Park District may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to the Park District. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Park District. The Guest Organization and every Guest Organization Contractor, at all times during the term of this Recreational Activities Affiliation Agreement, shall maintain and keep in force, at the Guest Organization’s expense or the Guest Organization Contractor’s expense, the insurance coverages provided above.

E. Reporting to Park District. The Guest Organization shall promptly report any incident causing injury to a person or damage to property to the District.

Paragraph 9. Compliance with Laws and Policies.

The Guest Organization shall use the Park only in compliance with all applicable federal, State of Illinois, Village of Oak Park, and Park District laws, statutes, ordinances, rules, regulations, and policies, including alcohol ban and use of foul language.

Paragraph 10. No Property Rights.

The Guest Organization acknowledges that the Park is the property of the District and that the Recreational Activities Affiliation Agreement creates contractual rights only and does not create an easement, a leasehold, or other real property rights. The Guest Organization further acknowledges that no prescriptive rights have arisen prior to the date of the Recreational Activities Affiliation Agreement nor shall any prescriptive rights be deemed to arise out of the Recreational Activities Affiliation Agreement.

Paragraph 11. Park District Assistance; Joint Relationship.

A. Park District Assistance. The Park District, in its discretion, may provide staff, financial, and other assistance to the Guest Organization, including such things, for example, as providing facilities and meeting rooms and naming the Guest Organization as an additional insured on a Park District insurance policy. The Park District is under no obligation to provide such assistance to the Guest Organization. Specific assistance to be provided by the Park District, if any, shall be included in the Recreational Activities Affiliation Agreement.

B. Joint Relationship. The Park District and the Guest Organization may have determined to engage jointly in mutually beneficial activities and services. All of those activities and services, if any, shall be included in the Recreational Activities Affiliation Agreement.

Paragraph 12. General Provisions.

A. Relationship of the Parties. Except only as specifically provided in the Recreational Activities Affiliation Agreement, nothing in, or done pursuant to, the Recreational Activities Affiliation Agreement shall be construed to create the relationship of principal and agent, employer and employee, partnership or joint venture between the District and the Guest Organization or any other entity.

B. Sexual Harassment Policy. The Guest Organization certifies that it has a written sexual harassment policy in full compliance with 775 ILCS 5/2-105 (A) (4).

C. Non-Discrimination. In all hiring or employment by the Guest Organization pursuant to the Recreational Activities Affiliation Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Guest Organization agrees that no person shall be denied, or subjected to discrimination in receipt of, the benefit of any services or activities made possible by, or resulting from, this Recreational Activities Affiliation Agreement.

D. No Obligation. The Parties acknowledge and agree that the Park District is under no obligation under the Recreational Activities Affiliation Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Guest Organization.

E. Amendment. No amendment, modification, addition, deletion, revision, alteration, or other change to the Recreational Activities Affiliation Agreement shall be effective unless and until such change is reduced to writing and approved by the necessary authorities and representatives of the Park District and the Guest Organization.

F. Governing Laws. The Recreational Activities Affiliation Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

G. Entire Agreement. The Recreational Activities Affiliation Agreement and these Specific Terms of Agreement constitute the entire agreement between the parties and supersede any and all

previous or contemporaneous oral or written agreements and negotiations between the Park District and the Guest Organization.

H. Waiver. No waiver of any provision of the Recreational Activities Affiliation Agreement shall be deemed to or constitute a waiver of any other provision of the Recreational Activities Affiliation Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in the Recreational Activities Affiliation Agreement.

I. Assignment. The Guest Organization may not assign its rights or delegate its duties under the Recreational Activities Affiliation Agreement without the prior express written consent of the Park District.

CHI1 #124474 v3



Memo

To: David Wick, Vice President, Parks and Planning Committee
Board of Park Commissioners

From: Chris Lindgren, Superintendent of Park & Planning

CC: Jan Arnold, Executive Director

Date: January 21, 2020

Re: Professional Services – Rehm Park



Statement

Acquired in 1913, Rehm Park was originally called “South Park” but was subsequently renamed after Colonel Arthur D. Rehm, a member of the Park District’s first Board of Commissioners and its second Board President. The original park was designed by Jens Jensen, although little of Jensen’s design remains.

A site master plan for Rehm Park was completed in 2008, by Thompson Dyke and Associates. Master plan improvements started in 2011, with a total of \$250,000 allocated for improvements. Improvements included a revised play train foundation and track, a new train storage tunnel, playground surfacing, walkways, fencing and landscaping.

Discussion

Altamanu, Inc. updated the Rehm Master Plan in 2016. Altamanu, Inc. will provide the Landscape Architectural Services for \$69,650 and SMP Group Design Associates, LLC will provide Civil Engineering scope items as related for \$26,000 for a total of \$95,450 in professional fees as well as approximately \$1,200 in additional expenses.

The 2020-2024 CIP has \$800,000 allocated for construction costs for improvement at Rehm Park in 2020 and the District received a \$400,000 OSLAD grant bring the total to \$1,200,000. The improvements will include a new playground, entrance, picnic pavilion, restroom as well as bags and table tennis games.

Altamanu, Inc. will provide landscape architectural and engineering construction documents, accompanying project details and specifications, bid and permit assistance, and site observation of the construction phase of the projects, which will begin July 2020. Final completion of the project improvements is anticipated by end of the year.

Recommendation

Staff recommends the Park Board approve the authorization to engage Altamanu, Inc., Chicago, Illinois, for a total cost not to exceed \$96,650, to create project bid specifications and to provide oversight of construction for the Rehm Park Improvements. Altamanu, Inc.’s fee is \$69,650, and will serve as the lead consultant and SMP Group Design Associates, LLC will be the sub-contractor with a fee of \$26,000.

Attachments: Professionals Fees: Rehm Park

July 17, 2019

Jan R. Arnold, MBA, CPRP
Executive Director
Park District of Oak Park
218 Madison Street
Oak Park, Illinois 60302

**Re: Fee Proposal for Professional Architectural & Engineering Services for Rehm Park
Playground and Site Improvements**

Dear Jan,

We are very pleased that you have requested a proposal from Altamanu Inc. to assist the Park District of Oak Park (PDOP/the Client) with the design and construction of the Rehm Park Playground and Site improvements.

We have teamed up with SMP Group Design Associates, LLC for Civil Engineering scope items as related to the design. The firm's principal, Jerry Pilipowicz, is very familiar with PDOP projects as he has worked on numerous park designs with the team.

The following fee proposal is for the preparation of design development, construction documents, bid assistance and construction observation for a new playground for ages 2 to 12 years, new/upgraded entries into the site, and associated site furnishings and amenities.

We anticipate the project will go out to bid in early 2020 with construction scheduled to begin in the summer of 2020 with Final Completion of the project improvements by mid-November 2020.

Survey

The Park District has a topographic survey date January 17, 2006. Due to the 13-year age of the 2006 survey, and site improvements undertaken since that date, the available survey should be updated for use in the preparation of construction documents for the playground/site improvements by a Surveyor engaged separately by PDOP.

Soil Borings

Since there are no apparent catch basins in the project area, we recommend that the Park District have two (2) soil borings performed to establish what types of soils and infiltration there is at the project site. The Geotechnical Engineer is not part of our proposal and is to be engaged separately by PDOP

MWRDGC WMO Permit

We will submit the Proposed Improvements Plan to the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for review and assessment by them to determine if there is a need for a

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Watershed Management Ordinance (WMO) Permit. We expect a determination letter from MWRD that will state how to proceed with any storm water solutions if necessary.

Construction Items Scope

We understand the scope of this project to include:

- New playground for ages 2-12 years
- Play Grass Surfacing
- Concrete flush curb edging
- Underdrainage and connection to existing storm system
- Concrete loop path around playground
- Concrete sidewalks/ramps from public sidewalk into site
- Ornamental metal fencing section at playground's southwest side
- Benches, Relocation of existing Gaga Pit, Ping Pong Table, Baggo games and Trash Receptacles (concrete pads only-benches and receptacles by client)
- Bike racks and concrete pads
- Picnic Shelter with lighting
- Portland Loo and associated concrete pad
- Berm on southwest side
- New tree plantings and tree relocations
- Shrub plantings
- Sodded Lawn restoration

SCOPE OF WORK

The following is an outline of the "Scope of Work" to be carried out by Altamanu Inc. Please see attached "Exhibit A" for scope of work to be performed by SMP Group Design Associates, LLC.

TASK 1: PRE-DESIGN, DETAILED DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS

Goals: Develop and then finalize the relevant design elements as shown in the Final Concept Plan. Incorporate all Clients' comments and produce the final Construction Documents.

1. Meet/coordinate with Client to discuss next steps prior to the construction document phase. (Meeting #1)
2. Verify existing conditions using available site data such as surveys, aerial photos, and topographic maps. The Client will furnish Altamanu with an accurate base map, site survey and topographic map of the site. The map and survey will be at a working scale for the preparation of site improvements construction documentation for the site. The survey will show existing contours, detailed site features, and existing utilities to the center line of adjacent streets. The cost for survey is not part of this proposal and shall be the fiscal responsibility of the Client.

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3. The Construction Documents will include the following (it is possible that some of these items will be shown on the same plans):
 - Detailed Final Landscape Plan (1"=20')
 - Layout and Dimension Plan (1"=20')
 - Enlarged Site/Landscape Plans as needed for clarity.
 - Site Detail Sheets - Layout/Dimensioned of Related Special Site Elements including: play equipment, site Furnishings--benches, play table, shelter, baggo games, trash receptacles, bike racks and concrete pads, concrete walk paving, concrete flush curbs, play grass surfacing, Portland Loo, ornamental metal fencing.
 - Grading and Drainage/Utility Details, utility connections, and electrical plans (SMP Engineering)
 - Grading and Drainage Plan (SMP Engineering)
 - Planting Details, Plant Schedules and General Notes
 - Related Technical Specifications (Altamanu and SMP)
4. Visit the site as needed to refine site design.
5. Coordinate with the Team to develop details of the Landscape Plan, specific site elements, materials palette, and planting design/palette as per Concept Plan.
6. Coordinate Landscape Plan with Civil Engineer's (SMP) Grading/Drainage, Utility, Electrical Plans.
7. Revise Opinion of Probable Costs to reflect adjustments to Landscape/Engineering Plans.
8. Prepare outline specifications and review Opinion of Probable Construction Costs as related to landscape/site elements.
9. Prepare and submit 50% Construction Set and Outline Specifications to Client for review.
10. Meet with Client to review 50% Construction Set. (Meeting # 2)
11. Coordinate Landscape Plan with Civil Engineer's (SMP) Grading/Drainage, Utility, Lighting Plans. (Internal Meeting # 3)
12. Coordinate with Village of oak park and MWRD (if necessary) and verify permit submission requirements.
13. Prepare and submit 90% Construction Set and Outline Specifications to Client for review.
14. Meet with Client to review 90% Construction Set. (Meeting # 4)
15. Make revisions and submit 90% Construction Set and Specifications to Client for final review.

16. Submit Final 100% Construction Documents Package and related Technical Specifications to Client for review and subsequently for bidding.

TASK 2: PERMITTING, BIDDING & BID ASSISTANCE

Goal: Assist in obtaining appropriate approvals as required for construction. Assist in the packaging and distribution of construction drawing sets and specifications to selected contractors for pricing. Bids will be reviewed, assessed and clarified with Client to assist in the selection of a contractor(s). Time tables and schedules for construction will be established with selected contractors.

1. Assist Client in submitting Permit Set for appropriate approvals and coordinate with Village of Oak Park and MWRD. (SMP will manage permit approvals)
2. Provide Client Construction Set prior to bidding for review. Assist Client with preparation of advertisement of project for placement in local paper.
3. Issue addenda as appropriate to interpret, clarify or expand the Construction Documents.
4. Coordinate with Client to assist in preparation of Bid Packages. Include Site Landscape Construction Bid Form, cover letter and related addenda with Bid/Drawing Package. Distribute Bid/Drawing Package to contractors on selected list.
5. Assist the Client in conducting a Pre-Bid Review Meeting with selected Contractors. (Mtg # 5)
6. Assist Client in preparing Bid Analysis for comparison of proposed bids.
7. Assist Client with the selection(s) of appropriate contractors.
8. Develop Landscape Installation Timetable with Client & Contractor.

TASK 3: CONSTRUCTION ADMINISTRATION & PROJECT CLOSEOUT

Goal: Provide on site review and observation of landscape construction related to the Site Landscape Construction Package and its Related Specifications

1. Provide on-site observation of site and landscape construction related to the Altamanu-SMP Landscape /Engineering Plans and their related elements. Visit site at intervals appropriate to the stage of landscape construction to review proper construction methods and adherence to the design intent. We estimate an average of one visit per week for the duration of construction. At this we will assume up to 14 site meetings. (Meetings #6 through #19). SMP will attend up to six (6) of those site meetings.
2. Make written reports regarding site construction progress for landscape improvements.

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3. Review and respond to contractor's requests for information and provide interpretations and clarifications for the Construction Documents.
4. Review and approve samples of materials and shop drawings and assess change order requests.
5. Review contractor's request for payments.
6. Conduct a final on-site observation/inspection of Landscape Construction with Client and Contractor. (Meeting # 20)
7. Coordinate with Contractor so that Contractor provides Client with 'As Built' drawings of work installed during the construction phase.
8. Prepare a Final Punch List prior to final acceptance of job.
9. Prepare Final Sign-off after completion of Punch List Items.
10. Trouble shoot after construction is complete as related to landscape improvement items to close out the project. (we estimate 12 hours of effort for this task).

PROFESSIONAL FEES

Fees for the project are broken down by discipline and by tasks as follows:

Professional Fees

Total Landscape Architecture Fees (Altamanu)	\$ 69,650.00
• Task 1—Predesign, Design Development & Construction Documents	\$ 47,100.00
• Task 2—Permitting, Bidding and Bid Assistance	\$ 5,930.00
• Task 3—Construction Administration & Project Closeout	\$ 15,420.00
Total Civil Engineering Fees (SMP)	\$ 26,000.00
• Task 1 – Schematic Design	\$ 7,500.00
• Task 2 -- Design Development & Construction Documents	\$ 14,500.00
• Task 3 -- Permitting, Bidding & Bid Assist.	\$ 1,000.00
• Task 4 -- Construction Administration	\$ 1,500.00
• Task 5 – Electrical Engineering	\$ 1,500.00
Professional Fees Total	\$ 94,450.00
Estimated Expenses	\$ 1,200.00
TOTAL PROFESSIONAL FEES & EXPENSES (Altamanu & SMP)	\$ 95,650.00

The above estimated fees do not include reimbursable expenses which will be billed at direct expense. Reimbursable expenses related to this project shall include, but may not be limited to the following:

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Transportation/Parking • Reproduction • Special Supplies • Photography | <ul style="list-style-type: none"> • Copies • Messenger/Delivery • Large Scale Scans • Soils Analysis/Consultation |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|

Professional fees and expenses will be billed monthly for work completed and are due within 30 days.

ASSUMPTIONS

- All base information (architectural building plans, site survey) will be provided by the Client to Altamanu.
- Site base information will be provided to in a form compatible with AutoCAD 2018 format.
- Any services beyond what is outlined above will be considered extra services and will be billed at our standard hourly rates.

ADDITIONAL TERMS

- Altamanu’s standard terms and conditions will apply and are attached.
- This scope of work is based on documents available as of this date.
- This agreement does not include: traffic, soils or environmental studies or property surveys.

landscape architecture + urban design + planning

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- This agreement may be terminated by either party 15 days after written notice. Altamanu shall be compensated for all services performed up to this date.
- If the aforementioned terms are acceptable to you, we would appreciate the execution of this document in the space provided below and returning a copy to us for our files.

Altamanu appreciates the opportunity to provide the Park District of Oak Park with Landscape Architectural services.

Very truly yours,



Josephine Bellalta, PLA, ASLA
President

ACCEPTED BY:

Signature

Printed Name

Title

Date

EXHIBIT A

Civil & Electrical Engineering Services
SMP Group Design Associates, LLC.

For Rehm Park Playground and Site Improvements, Oak Park, Illinois
Park District of Oak Park

Dated

July 17, 2019

Not included at this time