

AGREEMENT BETWEEN THE BLOOMINGDALE PARK DISTRICT, DUPAGE COUNTY, ILLINOIS, AND BLOOMINGDALE SCHOOL DISTRICT NO. 13, DUPAGE COUNTY, ILLINOIS, PROVIDING FOR USE OF SCHOOL FACILITIES FOR PARK DISTRICT INTERGOVERNMENTAL RECREATIONAL PROGRAM PURPOSES:



The following Agreement is between the Board of Education of Bloomingdale School District No. 13, DuPage County, Illinois (the “School District”), and the Bloomingdale Park District, DuPage County, Illinois (“The Facility User”).

The parties agree as follows:

I. Use of Facility:

A. Description of Property. The School District is the owner of certain real estate, buildings and facilities listed in Attachment A (the “Properties”).

B. Use of the Properties. The School District agrees to allow the Facility User to use jointly a portion of the Properties at Erickson Elementary School, 277 Springfield Drive, Bloomingdale, IL 60108, Classroom 102 for the Early Childhood Blended Program only, which portion shall be assigned to the Facility User in the School District’s sole discretion prior to August 1, 2018 or July 1 in any year in which this Agreement is renewed. The School District shall have the sole discretion to reassign the Early Childhood Blended Program to a different classroom and reserves the right to reassign the Early Childhood Blended Program to a different classroom at said location for any reason. In the event a classroom reassignment is needed, the School District will make its best efforts to provide the Facility User with reasonable notice of the change. The Facility User shall have no right to use any portion of the Properties or other School District property, except as specified herein or as permitted by the School District. The School District shall at all times be the sole owner of the Properties and the Facility User shall have no right or interest in the Properties. The Facility user shall have the non-exclusive right to use the Common Areas of the Properties subject to regulation by the School District. The term “Common Areas” includes all areas and facilities on the Properties intended for the common benefit and general use of those on the Property including, but not limited to, the hallways, restrooms, parking areas, driveways, sidewalks, walkways, landscaped areas, and any other areas that are incidental to the use of the Properties, consistent with this Agreement, and approved by the School District.

The Facility User shall use and occupy the Properties only for offices and classrooms for Facility User’s participants, for the purposes of the Facility User’s recreational program. The Facility User’s use of the Properties shall at all times conform to all applicable laws, ordinances, regulations and codes promulgated by any governmental authority with jurisdiction over the Properties. The School District shall be solely responsible for the provision of instructional material and supplies and related services to students participating in the School District’s educational program, including but not limited to, Early Childhood Blended Program. The Early Childhood Blended program will consist of one morning (AM) and one afternoon (PM) blended section. The Facility User may have no more than 10 participants per section within said program. The Early Childhood Blended Program will follow the School District’s school calendar as approved by the Board of Education.

The School District shall operate and maintain a regular education program at the Properties at all times during the Term, in order to provide students participating in the Facility User's recreational program agreed upon opportunities for integrated activities. The Facility User's participants shall be authorized to use on a joint use basis other areas of the school, including other classrooms for special purposes, cafeterias, gymnasiums, hallways, washrooms, play areas, library and any other areas that are incidental to the educational use of the building. Based upon the needs and the availability, the use of common areas and common instructional areas by the Facility User listed above, shall be mutually agreed to by the School District and the Facility User. Notwithstanding any other provisions of this Agreement, in the event that the School District shall fail to operate and maintain a regular education program at the Properties, the Facility User shall have the right to terminate this Agreement by written notice to the School District, effective as of the date of such failure.

C. Fees. The Facility User shall receive the normal charge for their registration fees. The District will receive no financial reimbursement for any normal costs related to the Facility User's participants.

D. Term. This Agreement begins on August 1, 2018 and terminates on June 15, 2019. The Facility User may, however, request a renewal of this Agreement for a period of one year if the Facility User provides written notice of its desire to renew the Agreement to the School District prior to October 1, 2018, or any subsequent year if this Agreement has been previously renewed. If the School District decides to renew this Agreement after receiving a request from the Facility User, written notice of a renewal will be provided to the Facility User on or before October 1, 2018 or any subsequent year if this Agreement has been previously renewed. The School District reserves the right to reject a request for renewal of this Agreement. Any failure by the School District to respond to a request for renewal on or before November 1, 2018, or any subsequent year if this Agreement has been previously renewed, shall be considered a denial of the request. If this Agreement is renewed, the term shall be for an additional year beginning on August 1, 2019, or any subsequent year if this Agreement has been previously renewed, terminating on June 15, 2020, or June 30 two years after the renewal if this Agreement has been previously renewed.

E. Health and Safety Issues. In the event of emergency, safety issue, or failure to maintain insurance, or any other condition that constitutes a substantial threat to the health or safety of students, employees or others at the School District, as determined by the School District in its sole discretion, the School District may immediately suspend the Facility User's activities hereunder until such condition has been remedied to the School District's satisfaction.

F. The Facility User Compliance with Laws and Policies. The Facility User shall comply with all applicable federal, state, and local laws related to its use of the Properties and shall comply with all School District policies and procedures provided that the School District provides training to the Facility User concerning all such policies and procedures.

G. Maintenance of Properties. The Facility User shall leave the Properties in substantially the same condition, ordinary wear and tear excepted and shall remove all of the Facility User's personal property at the termination of this Agreement. The Facility User shall be responsible for the cost of repair and/or replacement of any damage to the Properties, including fixtures and furnishings, which occurs as a result of or in connection with the Facility User's or its employees' or agents' use of the Properties, normal wear and tear and damages by fire, casualty or other insured loss excepted. If the Facility User does not repair damages it

caused to the Properties, the School District may repair the damage at the Facility User's expense. The Facility User shall reimburse the School District for any additional costs within 14 days after the School District provides a written invoice for such costs to the Facility User.

H. No Improvements. The Facility User shall not modify, alter, or place permanent fixtures or improvements upon the Properties without the School District's prior written approval.

I. Supervision. The Facility User shall be solely responsible, at its own expense, for providing adequate adult supervision at all times in connection with its use of the Properties. The Facility User will provide one paraprofessional, and will be responsible for the supervision, hiring, and evaluation of said staff member, at no cost to the School District, for the Early Childhood Blended Program. Individuals employed by the Facility User will have knowledge or training in the techniques of Early Childhood Blended program supervision and will be of sufficient maturity to solve problems presented by either adults or children utilizing the School District's facilities. The Facility User acknowledges and assumes complete responsibility for its employees and agents used to supervise its activities and services. Lastly, no supervisor will leave the premises until all children participating in the activity have been picked-up.

J. Background Checks. The Facility User shall conduct, at its own cost and expense, criminal background checks in accordance with Section 10-21.9 of the Illinois School Code, 105 ILCS 5/10-21.9, of all of its employees and agents that will work on the Properties. The Facility User shall not send to the Properties, or allow to interact with students, any employee or agent (1) for whom the Facility User has not received the completed results of the criminal background check and (2) whose criminal background check reveals convictions that would prohibit employment by the School District under Section 1021.9 of the Illinois School Code or other criminal conduct or inappropriate behavior which reasonably calls into question such individual's fitness to work near children.

II. Miscellaneous Provisions:

A. Indemnification.

1. By the Facility User. The Facility User agrees to protect, indemnify and save the School District and its Board Members, agents, servants or employees harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against the School District and its agents, servants or employees by reason of (i) any accident, injury or death to persons or loss or damage to property occurring on or about the Premises or any part thereof, or occurring in or about the School and alleged to be due to any gross negligence, intentional affirmative act or default under this Agreement by the Facility User, its contractors, agents or employees; or (ii) any failure on the part of the Facility User to perform or comply with any of the terms of this Agreement. In case any action, suit or proceeding is brought against the School District by reason of any such occurrence, the Facility User shall, at the Facility User's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel approved by the School District.

2. By the School District. The School District agrees to protect, indemnify and save the Facility User and its Board Members, agents, servants or employees harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and

expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against the Facility User and its agents, servants or employees by reason of (i) any accident, injury or death to persons or loss or damage to property occurring on or about the School or any part thereof excepting the Premises, or occurring in or about the Premises and alleged to be due to any gross negligence, intentional affirmative act or default under this Agreement by the School District, its contractors, agents or employees; or (ii) any failure on the part of the School District to perform or comply with any of the terms of this Agreement. In case any action, suit or proceeding is brought against the Facility User by reason of any such occurrence, the School District shall, at the School District's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel approved by the Facility User.

B. Insurance. Both the School District and the Facility User shall procure and maintain at their own respective cost, policies of insurance insuring themselves and their agents and assigns from all claims, demands or actions for injury to or death of any person in an arising out of the use of the Properties in amount as listed:

Commercial General Liability Coverage

- \$1,000,000 Per Occurrence
- \$100,000 Damage to Rented Premises (Each Occurrence)
- \$1,000,000 Personal & Advertising Injury
- \$3,000,000 General Aggregate (\$2,000,000 will suffice)
- \$3,000,000 Products/Completed Operations Aggregate (\$2,000,000 will suffice)
- Both the School District and the Facility User shall be named as an additional insured on a primary & non-contributory basis on the other's respective liability insurance coverage

Commercial Automobile Liability Coverage

- \$1,000,000 Combined Single Limit
- District should be named as an additional insured on a primary & non-contributory basis

Umbrella or Excess Liability

- \$1,000,000 Per Occurrence
- \$1,000,000 General Aggregate
- Coverage provided should be follow form

Workers Compensation Coverage

- Statutory limits
- Employers Liability Limits of \$500,000/\$500,000/\$500,000

Above coverages shall be from a company authorized to do business in Illinois and with at least an "A XII" rating from A.M. Best Company. If requested, organization must provide copies of applicable policy endorsements.

Said policies shall name the other, and their respective Board Members, employees, agents and successors as additional insureds and provide that it is primary to, and not contributing with, any policy carried by the School District and the Facility User covering the same loss. Said policies of insurance shall also fully cover the indemnity provided for in Section II.A. hereof. The policies of insurance shall be in companies and in form and substance satisfactory to the other party. The original insurance policies (or certificates thereof satisfactory to the other party) together with satisfactory evidence of payment of the premiums thereof, shall be deposited with

the other party prior to the Commencement Date and renewals thereof not less than thirty (30) days prior to the end of the terms of each such coverage. The Facility User's insurance obligations under this paragraph may be satisfied by membership in programs of self-insurance or membership in an insurance pool.

C. Waiver of Claims. Except to the extent prohibited by law and except in the case of the negligence or intentional affirmative act of the School District or its agents, and for any claim arising out of, relating to or connected with any breach of this Agreement, the School District shall not be liable, and the Facility User waives all claims against the School District for damages to person or property sustained by the Facility User resulting from its use of the Properties, or any equipment, furniture, fixtures, or appurtenances thereto becoming out of repair, resulting from any accident in or about the Properties or common areas, or resulting directly or indirectly from any act or neglect of any person on the Properties or common areas. This Section shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, or noise or the bursting or leaking of pipes or plumbing fixtures and shall apply if any such damage results from the act or neglect of other occupants, or an employee or employees of the School District. All personal property belonging to the Facility User on the Properties shall be there at the risk of the Facility User. The School District shall not be liable for any damage thereto or the theft or misappropriation thereof. The Facility User shall be limited to its own insurance coverages to pay for damage to its property or fixtures and hereby holds harmless and releases the School District from any damage or claim of damage to the Facility User's property or fixtures.

D. No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement, or in any other provision of this Agreement, is intended to constitute nor shall constitute a waiver of the defenses available to either party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to any claims.

E. Taxes. If, as a result of this Agreement, the School District's Properties are threatened with the loss of its tax exempt status, the School District, in its sole discretion, may immediately terminate this Agreement and the Facility User's activities hereunder without the School District incurring any damages or liability to the Facility User. If any portion of the Properties become subject to taxation as result of this Agreement or the Facility User's use of the Properties, the Facility User shall be responsible for the payment of any taxes assessed and such taxes shall be payable at the time said taxes are due. The School District shall have the right to challenge, at the Facility User's expense, any loss of tax exempt status of the Properties. In the event that the Facility User fails to pay the taxes when due, the School District may, at its sole option, pay the taxes and the Facility User shall be liable, in addition to any other remedies available to the School District, to the School District for all costs and expenses, including, but not limited to, reasonable legal fees, incurred by the School District in paying the delinquent taxes. The covenants of this Section shall survive the expiration or termination of this Agreement.

F. No Assignment. The Facility User may not assign any rights or duties under this Agreement without the prior express written consent of the School District. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity, who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

G. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties hereto with respect to the Properties and activities hereunder and supersedes any and all prior agreements and understandings, whether written or oral, formal or informal. This Agreement may not be amended except by means of a written document signed by authorized representatives of the Parties.

H. Notice. All notices required or permitted by this Agreement must be in writing and delivered personally or sent by certified mail, return receipt requested to the respective party's mailing address. Either party may specify a different address to receive notices by providing a written directive given in accordance with this Section.


I. Additional Services. The Facility User hereby agrees and acknowledges that this Agreement entitles it only to the use of the property as described herein. The Facility User further agrees and acknowledges that this Agreement in no way entitles it to utilize the equipment, employees or services, including but limited to, transportation services of the School District. While the School District will utilize its best efforts to accommodate requests from the Facility User for the use of the School District's equipment, employees and services, any such use shall be the subject of a separate agreement.


IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed by their duly designated officials or officers.

Board of Education of Bloomingdale School District No. 13

Governing Board of Bloomingdale Park District

By: 

By: 

Dated:  8/14/18

Dated: 8/14/18