



**COOPERATIVE AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DISTRICT 23
COOK COUNTY, ILLINOIS
AND
THE PROSPECT HEIGHTS PARK DISTRICT**

THIS AGREEMENT made this _____ day of June 2023, by and between the BOARD OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DISTRICT 23, Cook County, Illinois (“District 23”), and the PROSPECT HEIGHTS PARK DISTRICT (“Park District”):

WITNESSETH:

WHEREAS, it is in the best interest of the taxpayers of District 23 and the Park District that District 23 and the Park District enter into an intergovernmental Cooperation Agreement to save the taxpayers money by sharing the use of properties owned by District 23 and the Park District in an equitable manner so that the facilities of District 23 and the Park District may be utilized to their fullest capacity, avoiding duplication of construction and maintenance of facilities; and

WHEREAS, the legal authority for the parties to enter into this agreement is established by:

a.) Article VII, Section 10 of the Illinois Constitution, which provides as follows:

“Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance. Units of local government and school districts may contact and otherwise associate with individuals, associations and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues and any other resources to pay costs and to service debt related to intergovernmental activities” and

b.) The Illinois Governmental Cooperation Act, (5 ILCS 220/1 et. seq.) which provides in part as follows:

“ Section 220/3. Intergovernmental Cooperation. Any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State and jointly with any other public agency of any other state or of the United States to the extent that the laws of such other State or of the United States does not prohibit joint exercise or enjoyment”

“Section 220/5. Intergovernmental Contracts. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or

undertaking, which any of the public agencies entering into the contract is authorized by law to perform, provided that the governing body of each part of the contract shall authorize such contact. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.”

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions contracted herein, the Park District and District 23 agree as follows:

- A. TERM OF AGREEMENT:** The term of this agreement shall be for three (3) years beginning on July 1, 2023 and ending June 30, 2026 except as earlier terminated in accordance herewith.
- B. USE OF PARK DISTRICT PROPERTY:** District 23 shall have the non-exclusive right to use the Park District properties, facilities and equipment identified on “Exhibit A” attached hereto (Park District Properties) for educational, recreational and related purposes at times when school is in daily session and for school programs (School Programs) including but not limited to after school athletic, noon hour, recess and PTO Programs at all times when the parks are open to the public. The Park District agrees to furnish District 23 each year with a schedule for the Park District’s recreational and other activities planned for the Park District’s properties as follows: on or before May 1 for the summer schedule, on or before August 1 for the fall schedule, on or before December 1 for the winter schedule, and on or before March 1 for the spring schedule.

District 23 shall have the first priority in the use of the Park District properties when the Park District pursuant to such schedule is not using them. District 23 agrees to furnish the Park District with a written, formal application for use of Park District properties. Application for fall and winter use must be submitted by July 1 of that year. Application for spring and summer use must be submitted by January 1 of that year. The Park District reserves the right to preempt the use of the Park District properties in order to perform lawn mowing and other maintenance functions which have been rescheduled due to weather conditions and/or availability of maintenance personnel and equipment and also for special activities, programs or events conducted on the Park District property, provided the Park District shall give District 23 ten (10) working days prior written notice of any such special activity, program or event except in the case of any emergency or unforeseen situation.

District 23 shall have the right to use the Park District’s recreational equipment, including, without limitation, playground equipment, backstops, tennis courts, backboards and goal posts. District 23 shall not be responsible for any portion of the costs of maintaining, repairing or replacing such equipment unless such costs result from damage caused by other than ordinary wear and tear while District 23 is utilizing the Park District property or equipment

District 23 shall not permit its employees, representatives, agents and invitees access to newly seeded fields or other unauthorized areas. District 23 shall be solely and fully responsible for the supervision of its employees, representatives, agents and invitees while on Park District properties during scheduled District 23 activities.

- C. USE OF DISTRICT 23 PROPERTY:** The Park District shall have the non-exclusive right to use for recreational and related purposes those certain areas and such other areas as may be permitted in writing by District 23 (“the school facilities”) located on certain District 23 real

estate (“District 23 Properties”), which school facilities and District 23 properties are identified in “Exhibit B” attached hereto.

The Park District shall have first priority in the use of such school facilities except when the facilities are being used by District 23 when school is in daily session or when they are being used for school programs. The Park District agrees to furnish District 23 with a written formal application via the agreed upon system for the use of the District 23 properties.

Application for fall and winter use must be submitted by July 1 of that year. Application for spring and summer use must be submitted by January 1 of that year. The School District reserves the right to preempt the Park District’s use of school facilities for special programs, activities, events, and maintenance functions during the evening hours and at times other than normal school hours, provided it gives the Park District ten (10) days prior written notice, except that such notice will not be required where the cancellation and rescheduling of interscholastic sports competitions are required or in emergency or unforeseen situations. The Park District shall have the right to use certain of District 23’s recreational equipment located in its school facilities. The Park District shall not be responsible for the cost of maintaining, repairing or replacing District 23’s property or equipment unless said property or equipment is damaged by other than ordinary wear and tear while the Park District, its employees or agents, program participants, its assignees or designees are utilizing said property or equipment, ordinary wear and tear excluded.

Park District summer programs can start no earlier than the day immediately after the last day of teacher attendance, provided there is space available at the District 23 locations. In addition, summer programs must end on or before July 31st, except for use of the multi-purpose room (i.e. gymnasium) and restrooms located nearest to that facility, for the purpose of permitting mandatory District maintenance and readying buildings for the start of the school year to be conducted.

D. OBLIGATIONS OF THE PARTIES: Neither the Park District nor District 23 shall permit their employees, representatives, agents or invitees to wander about in, or gain access to, unauthorized areas of the other party’s properties, provided that each District shall lock doors and/or provide barriers in corridors leading to such unauthorized areas. Each District shall be solely and fully responsible for this supervision of its own employees, representatives, agents and invitees while on the property of the other District.

Neither the Park District nor District 23 shall permit its employees, representatives, agents and invitees to bring alcoholic beverages, tobacco or cannabis products on the other District’s properties.

Neither the Park District nor District 23 shall permit their employees, representatives, agents or invitees to park any vehicle on the other District’s property except designated parking areas.

E. MAINTENANCE OF PROPERTIES:

1. The Park District shall maintain its facilities and properties, including playground equipment, backstops, tennis courts, backboards and goal posts in a reasonably safe and neat condition. The Park District shall be responsible for the ordinary and routine maintenance of its buildings and immediate grounds, parking lots and driveways, including all hand mowing responsibilities of or its grounds. District 23 understands that

the mowing of play fields is dependent on weather conditions and subject to availability of mechanical equipment.

2. The School District is responsible for daily cleaning of Eisenhower Elementary School classrooms and restrooms, or other portions of the facilities used, when the Park District uses the District 23 facility during regular hours. Should the Park District seek to utilize District 23 facilities after hours or during the weekends, when school is not in session, the Park District may be responsible for covering the costs of custodians brought in to clean the facilities following usage, at a cost of \$150/hour.
3. District 23 shall maintain its facilities and properties, including playground equipment, backstops, backboards in a reasonably safe and neat condition. District 23 shall be responsible for the ordinary and routine maintenance of its buildings and immediate grounds, parking lots and driveways, including all hand mowing responsibilities of its grounds. The Park District understands that the mowing of playing fields is dependent upon weather conditions and subject to availability of mechanical equipment.
4. Each party shall use the other party's property in a reasonably careful manner and return it to the other party in good condition, ordinary wear and tear accepted. Each party shall be responsible for the removal of all litter and debris (i.e., cans, bottles, etc.) from the other's property resulting from and immediately following said party's use of it. Each party shall be responsible for and pay the other additional janitorial costs (i.e., costs other than those to be assumed by a part under Section H, 1 and 2) and other costs incurred as a result of said party's use of the others property, including but not limited to costs incurred for the removal of debris and little accumulated during programs sponsored by said party.

F. INDEMNIFICATION, LIABILITY AND INSURANCE:

1. The Park District shall indemnify and forever hold harmless District 23, its officers, agents, representatives, and employees, successors and assigns against any and all claims, demands, costs, and expenses for any nature whatsoever, including reasonable attorney's fees for the defense thereof, arising from or in connection with the Park District's use of District 23 properties; except to the extent caused by any negligent act or omission of any party being indemnified.
2. District 23 shall indemnify and forever hold harmless the Park District, its officers, agents, representatives, and employees, successors and assigns against any and all claims, demands, costs and expenses for any nature whatsoever, including reasonable attorney's fees for the defense thereof, arising from or in connection with the District 23's use of the Park District properties; except to the extent caused by any negligent act or omission of any party being indemnified.
3. The Park District, at its sole cost and expense at all times during the term of this Agreement, shall cause District 23 to be named as an additional insured on the Park District's comprehensive general public liability insurance policy shall not be less than Two Million Dollars (\$2,000,000) for injury or death of a single person and not less than Two Million Dollars (\$2,000,000) per occurrence for injury or death. Property damage insurance shall not be less than Two Million Dollars (\$2,000,000). Such proof of insurance shall be required no later than January 1 of each year in this Agreement.
4. District 23, at its sole cost and expenses at all times during the term of this Agreement, shall cause the Park District to be named as an additional insured on District 23's

comprehensive general public liability insurance policy. Said general public liability insurance shall not be less than Two Million Dollars (\$2,000,000) for injury or death of a single person and not less than Two Million Dollars (\$2,000,000) per occurrence for injury or death. Property damage insurance shall not be less than Two Million Dollars (\$2,000,000). Such proof of insurance shall be required no later than January 1 of each year in this Agreement.

5. All policies shall provide that they shall not be canceled or altered except upon ten (10) working days prior written notice to the additional insured party. Each party shall provide the other with copies of such insurance policies.

G. ALTERATIONS: The Park District shall not make any alterations or additions to the School District premises without the School District's prior written consent. The School District shall not unreasonably withhold approval of any non-structural alterations in and additions to the School District premises requested by the Park District. Likewise, the School District shall not make any alterations in or additions to the Park District premises without the Park District's prior written consent. The Park District shall not unreasonably withhold approval of any nonstructural alterations in and additions to the Park District Premises requested by District 23.

H. EARLY TERMINATION:

1. This Agreement may be terminated by either party upon one hundred eighty (180) days prior written notice to the other.
2. At the termination of this Agreement, the Park District shall be entitled to remove in a reasonable length of time any baseball backstops, fences gymnastics equipment, swings and other outdoor play equipment which it owns and has caused to be installed on the premises, pursuant to Section G, provided that the area upon which such items have been installed shall be returned to the School District in the same condition as existed prior to the installation of (said) equipment.

I. FEES AND SERVICES: During the term of this Agreement and any extended term hereof:

1. District 23 shall pay fees to the Park District as follows: All additional janitorial and other costs under Section E.2 and any other costs for personnel and services incurred by the Park District and resulting from District 23's use of the Park District properties. All amounts will be paid within forty-five (45) days following billing.
2. The Park District shall pay fees or provide services to District 23 as follows:
 - a. Additional janitorial and other costs under Section E.3 and any costs for personnel and services above those costs normally and ordinarily incurred by District 23 and resulting from the Park District's use of the District 23 properties. An additional fee for the opening and closing of schools on days and or at times when a regularly scheduled janitor is not on duty or assigned to the building/facility being used, which fee shall be for a minimum two (2) hour rate; at least a one-hour rate for opening time and at least a one-hour rate for closing time based upon the requirements of the District collective bargaining agreement with its janitors. Overtime for the opening of school, closing of school and time for which the janitor must be in or at the facility pursuant to this section shall be paid at that rate required by the District collective

bargaining agreement with its janitors. All amounts will be paid within forty-five (45) days following billing.

- b. For the use of District 23 facilities, and to reimburse District 23 for all indirect costs, Three Thousand Dollars (\$3,000) per year beginning on the date hereof and on each anniversary date hereafter.
3. The Park District shall mow the grass on the east side of the Eisenhower school site. Said mowing will not include trimming around school or playground equipment not purchased and maintained by the Park District.
4. It is understood and agreed that all inhabitants who reside within School District 23 boundaries shall be entitled to participate in any and all programs and Park District facilities listed on "Exhibit A", under the same terms and conditions as such rights are extended to inhabitants of the Park District. In the event, such participation or use requires the payment of any fee or charge, the inhabitants of School District 23 who reside outside of the Park District boundaries shall be required to pay no greater fee or charge than inhabitants of the Park District.
5. The Park District shall provide use of the Old Orchard Country Club as a staging area for District 23 students in an event of an emergency where the students must be evacuated from the school facilities.

J. NOTICES: All notices shall be in writing, except as otherwise provided herein and mailed with postage prepaid, or hand delivered to the individuals and at the address indicated below:

If to District 23:

Prospect Heights School District 23
ATTN: Assistant Superintendent of Finance & Operations
700 N. Schoenbeck Road
Prospect Heights, IL 60070

If to Park District:

Prospect Heights Park District
ATTN: Executive Director
110 W. Camp McDonald Road
Prospect Heights, IL 60070

or to such other individuals or addresses as the parties may designate in writing.

K. MISCELLANEOUS:

1. This Agreement shall be binding upon the parties, their successors, and permitted assignees. This Agreement shall not be modified or amended except by written instrument signed by the parties hereto. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.
2. This Agreement shall in no way restrict or abridge the right of the School District to close any one of its schools, and to sell or rent the buildings at the school location. Upon the sale or rental of any school properties or buildings, this Agreement may be null and void

as to the school property or building and at the discretion of either of the parties hereto, the entire Agreement may be terminated upon 180 days written notice and that the annual payment which had been made shall be prorated as of the last day that this Agreement shall be in binding effect and the balance shall be repaid to the other party.

3. The Park District and School District 23 shall at all times provide its own consumable equipment for its programs unless otherwise specifically agreed to the contrary in writing.

L. ADDITIONAL PROPERTY: The parties may, by mutual agreement, add additional properties to Exhibit A and B of this Agreement.

M. NO THIRD-PARTY BENEFICIARY: 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.

IN WITNESS, WHEREOF, the parties have duly caused this Agreement to be executed on the day and year first above written.

Prospect Heights Park District
110 W. Camp McDonald Road
Prospect Heights, IL 60070

Prospect Heights School District 23
700 N. Schoenbeck Road
Prospect Heights, IL 60070

BY:

BY:

President

President

Secretary

Secretary

EXHIBIT A
PARK DISTRICT PROPERTIES & FACILITIES

Property: Lions Park Baseball Field
Tennis Courts
Picnic Shelter
Playground

Facilities: Old Orchard Golf Course
Gary Morava Recreation Center (Gymnasium & Multi-Purpose Rooms)
Lions Pool

EXHIBIT B
DISTRICT 23 PROPERTIES & FACILITIES

Property: Eisenhower Baseball Diamond

Facilities: Eisenhower Elementary School Gymnasium
Eisenhower Elementary School Classrooms

Property: Lou Johnson Field at Betsy Ross Elementary School (aka Phantom's Field)

Facilities: MacArthur Middle School Gymnasium
MacArthur Middle School Little Theater