

AGREEMENT

November, 2018

THIS AGREEMENT ("*Agreement*") is made and entered into as of January 1, 2014, (the "*Effective Date*") for a term of five years by and between the Park District and District 97 pursuant to the authority granted to the Districts by Article 10, Section 7 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

SECTION 1. SHARED RESOURCES

A. The facilities of the Park District and District 97 set forth in Appendix A attached to and by this reference incorporated into this Agreement is hereby designated as the "*Shared Facilities*." The Park District and District 97, by written agreement, may modify the list of Shared Facilities from time to time without formal amendment of this Agreement. Throughout this Agreement, a property or building owned or controlled by District 97 will be referred to as a "*District 97 Facility*" and a property or building owned or controlled by the Park District will be referred to as a "*Park District Facility*."

B. Joint Purchasing When Financially and Operationally Beneficial. As opportunities become available, the staffs of both Districts are encouraged to investigate and, if financially and operationally feasible and mutually beneficial, cooperate in the joint purchasing of materials, equipment, and supplies in order to procure the best pricing.

C. Benefits of Combined Skills. The staffs of each District have particular experience, skills, training, and expertise regarding parks and recreation facilities and programs. One of the goals of the cooperative efforts described in this Agreement is for each District to benefit from the experiences, skills, training, and expertise of the staffs of both Districts.

SECTION 2. USE OF SHARED FACILITIES

A. Primary Contact Persons. The Superintendent of Schools and the Executive Director of the Park District will serve as the primary contacts for the Districts. Each District may designate a different administrative level staff person to be its primary contact by written notice to the other District.

B. Joint District Scheduling and Management Committee. The Park District and District 97 shall establish a Joint District Scheduling Committee comprised of members of the Districts' staffs. The Scheduling Committee shall meet at least three times each year in "*Seasonal Scheduling Meetings*" as follows: (1) On the last day of February for Fall programs, (2) on the last day of September for Winter and Spring programs, and (3) on the last day of November for Summer programs. The Districts may change the day of a meeting by agreement in writing reached far enough in advance of the meeting to leave ample time for Committee members to adjust their schedules.

C. Facility Use Requests. Requests by one District to use the Shared Facilities of the other District must be made in person to that District's primary contact person. Requests

The Park District's Board of Commissioners and District 97's Board of Education agree that, through joint efforts, both the Park District and District 97 can contribute to greater public service without relinquishing their separate identities or any of their governing responsibilities. The respective Boards and administrative staff will, therefore, endeavor to follow a policy for the reciprocal planning, acquisition, development, operation, joint planning and maintenance of facilities, programs, and services.

Statement Regarding Park Facilities, Programs, and Services

The Park District Board and the District 97 Board have established that joint planning, acquisition, development, operation, and maintenance of school and park facilities, programs, and services helps the Park District and District 97 achieve optimum public benefit through the responsible use of public facilities and their respective missions.

~~This agreement necessarily must be flexible; it cannot be considered absolute, but instead must be understood as a frame of reference for evaluation of specific proposals and recommendations as they become available or are explored by the community. The standards set forth in the following Partnership Agreement are intended as a framework for implementing the joint planning concepts while retaining the essential freedom of decision and action of both bodies.~~

The Districts agree that it is mutually beneficial for them to work together when a Park District and or District 97 facility is being planned. The Districts acknowledge that it will not always be possible for both Districts to undertake renovations or redevelopment of their facilities on a site at the same time, but the Districts agree that cooperation between them on matters of ownership, planning, design, renovation, investment, or redevelopment, and use of sites, when possible, will best and most efficiently serve their constituents. Through coordinated planning, design, and work on renovation, joint planning, or development, the Districts desire to achieve economies of scale and minimization of disruption in the use of their facilities. To that end the Districts will consult fully with each other on their capital plans.

typically should be made in advance of or at the relevant Seasonal Scheduling Meeting. A request may include, in addition to the use of the Shared Facility, the use of semi-permanent installations and equipment such as gymnastics equipment, scoreboards, volleyball standards, multi-purpose mats, and similar equipment. Unless the use of materials, equipment, or supplies is specified in a request and approved by the host District, the host District may assume that the guest District will provide the materials, equipment, and supplies it needs for its events and programs. A school principal or District 97's primary contact must sign a District 97 request, and the Superintendent of Recreation or the Park District's primary contact must sign a Park District request.

D. Responses to Requests. Each District shall endeavor to respond promptly in writing to a request and in all cases within 14 calendar days after receipt of the request unless extraordinary circumstances prevent it.

E. Priority of Use in Cases of Conflict. A Park District function or Park District-affiliated function will have priority use of a Park District Facility in the case of a conflict with a District 97 function. District 97 and District 97-affiliated organizations will have next priority of use of Park District Facility. Similarly, a District 97 function or a District 97-affiliated function will have priority use of a District 97 Facility in the case of a conflict with a Park District function. The Park District will have next priority of use of District 97 Facility. However, a District shall not be required to release the identity of the parties to the Potential Property Transaction.

F. Access. The Park District typically will have access to a District facility one hour after school concludes for outdoor spaces and two hours after school concludes for indoor spaces. Notwithstanding the foregoing, the Park District will continue to permit District 97's elementary and middle school fields during non-school hours. The term "affiliate" means, for the Park District, an organization with which the Park District has a continuing written agreement. The term "affiliate" means, for District 97, a District 97 parent-teacher organization or an organization with which District 97 has a continuing written affiliation agreement. The Districts' affiliates are listed in Appendix C.

G. Notice of Scheduling Changes; Changes or Cancellation of Approved Functions. Both Districts must provide notice at least 14 days in advance when changes are necessary to scheduled uses of space. Notwithstanding the priority of use provisions in Subsection 2.E, the host District may not cancel or postpone an approved event or program of the guest District without that other District's consent. However, in the event of an emergency, either District may cancel an approved event or program.

H. Compliance with Policies, Ordinances, and Procedures. The guest District and its staff, participants, and spectators must strive to comply with the host District's rules, policies, and operating procedures relating to conduct and use of the Shared Facility or of the host District's facilities generally, except with the written consent of the host District.

I. Clean-Up of Debris. The guest District must clean up all trash, litter, and debris generated as a direct result of the guest District's event or program.

gymnasium

other partnership

the gym of

① A Over per week at one school on a rotating basis through the elementary schools as available.

J. Reasonable Care. The guest District must always exercise reasonable care to prevent damage to, or unusual wear and tear to, any element of the host District's Shared Facility, regardless of whether it is an indoor or outdoor facility.

K. General Maintenance; Walk-Through Inspections; Repairs. The Districts will handle maintenance, damage, and wear-and-tear matters as follows:

1. General Maintenance Responsibility. Each District shall undertake all normal and routine maintenance of its own facilities at no cost to the other District.
2. Walk-Through Inspections. Before a guest District uses an indoor facility, the Districts will conduct a walk-through inspection to identify the existing conditions of the facility. The Districts also will conduct a walk-through inspection at the conclusion of the use to determine if the facility has been damaged or subjected to unusual wear and tear.
3. Repairs. For damages caused by the guest District either (a) will repair the facility promptly at its expense at a time and in the manner agreed to by the host District or (b) will pay the labor and materials costs for the host District to repair the facility.

L. Park District Payment of Maintenance Fee. Except as provided in Subsection 2.N.2, the Park District shall pay District 97 \$1.00 per indoor-activity hour as a maintenance fee for the purpose of defraying some of the costs of minimal repairs and replacement to District 97's Shared Facilities. The Park District shall pay the maintenance fee twice each year, on June 1 and December 1. Each payment must be accompanied by a log showing the number of activity hours for which payment is made.

M. Hall Monitors for Certain Park District Uses. If District 97 determines that hall monitors are required for a Park District use of a District 97 Facility, then the Park District must provide hall monitors at no cost to District 97. District 97 may determine that, in its reasonable judgment, District 97 hall monitors must be used for a particular Park District event or program. In that case, the Park District must pay for those monitors at a rate not greater than the permanent custodian floater rate established annually by District 97 as of September 1.

N. Park District Reimbursement of District 97 Direct Costs.

1. General. ~~The Park District shall pay District 97 for all staffing and equipment costs incurred by District 97 in conjunction with the Park District's use of a District 97 Facility. At the request of the Park District, District 97 must promptly provide the estimated cost related to an event or program.~~ step
2. Custodial Services. The Park District is not required to pay the maintenance fee described in Subsection 2.L when the Park District uses a District 97 Facility for which routine custodial services are provided by District 97 custodial staff.

Instead, the Park District must pay District 97 for all custodial services rendered for the Park District event or program beyond the routine services. The cost of those additional services will be calculated based on District 97's current pay scale, including any overtime for custodians who work more than 40 hours in the relevant week. District 97 will advise the Park District in writing and in advance of all such potential charges.

O. District 97 Reimbursement of Park District Direct Costs.

1. General. District 97 shall pay the Park District for all staffing and equipment costs incurred by the Park District in conjunction with District 97's use of a Park District Facility. At the request of District 97, the Park District must promptly provide the estimated cost related to an event or program.
2. Custodial Services. When District 97 uses a Park District Facility for which routine custodial services are provided by Park District staff, District 97 must pay the Park District for all custodial services rendered for the District 97 event or program beyond the routine services. The cost of those additional services will be calculated based on Park District's current pay scale, including any overtime for staff members who work more than 40 hours in the relevant week. The Park District will advise the District 97 in writing and in advance of all such potential charges.

P. Responsibility for Own Personnel, Volunteers, and Other Agents. Each District is be fully and solely responsible for its own employees, volunteers, contracted services, and other agents including without limitation responsibility for their supervision, direction, compensation, insurance, risk, liability, and claims.

SECTION 3. COOPERATIVE PLANNING OF SHARED FACILITIES

A. Communications Generally. The Districts agree that good communication and the exchange of information and expertise in planning and executing capital development projects ("*Capital Projects*") will help assure that community resources are maximized in meeting the needs of the public.

B. Joint District Long-Term Planning Committee. The Park District and District 97 shall maintain a Joint District Long-Term Planning Committee comprised of the Executive Director of the Park District, the Superintendent of Schools, two board members from each District, and other staff members as assigned. The Planning Committee shall annually review the Capital Projects of each District that may have impacts on the other District and advise the Districts whether through joint planning efforts the public benefits of those Capital Projects have been maximized and whether those Capital Projects have been planned and scheduled to the extent possible to minimize the impact of those Capital Projects on each District and its programs.

C. Cooperative Planning of Projects with Impact. The Districts intend to undertake cooperative planning efforts when either District is considering a Capital Project that may have an impact on the other District such as a playground, hard surface area, walkway or trail, parking lot, re-grading of a site for a new facility, a building expansion, an interior remodeling, a drainage improvement, a storm water detention and retention facility, or any other facility expansion or outdoor-site project that would have any similar impact. In any of those instances, the planning District shall endeavor to invite the other District to send a representative to planning and review meetings related to that Capital Project. The invited District may choose its representative, who need not be a member of either the Joint District Scheduling Committee or the Joint District Long-Term Planning Committee.

D. Site-Specific Letter Agreements. The Districts, in order to best define an appropriate working relationship for a particular project, may enter into a site-specific letter agreement through their chief administrative officials for that project. The letter agreement may set forth processes, timetables, standards, and other agreeable provisions for cooperative planning, design, and work on that project.

E. Consultation about Property Transfers. When a District is considering the sale or lease of its property, or the purchase or lease of another's property (a "*Potential Property Transaction*"), that considering District will advise the other District (confidentially if appropriate) of the consideration of that Potential Property Transaction reasonably in advance of any proposed action by the considering District, so that the other District may consider and discuss any opportunities the Potential Property Transaction may create. The intent of this Subsection is to create the opportunity for the Districts to discuss how they may expand programs and facilities to their mutual benefit.

SECTION 4. INSURANCE

A. General Standard. District 97 and the Park District each shall provide its standard insurance coverage for its facilities. Each District shall be responsible for procuring any additional insurance coverage it desires for its events and programs using the facilities, materials, equipment, or supplies of the other District.

B. Commercial General Liability Insurance. District 97 and the Park District each shall keep in force at all times during the term of this Agreement commercial general liability insurance specifically including bodily injury, personal injury and property damage with limits of not less than \$3,000,000 per occurrence, written on an occurrence basis and at all times naming District 97 and the Park District and each of their officials, officers, employees, volunteers, and agents as additional insured through execution of Additional Insured Endorsement 2026 or its equivalent.

C. Certificates of Insurance; Notice. District 97 and the Park District each shall furnish to the other certificates of the insurance and coverage in place as required in this Section, which certificates shall include the requirement of a 90-day notice of any cancellation or any reduction in limits.

SECTION 5. INDEMNITY

A. Indemnity by Park District. The Park District shall indemnify, defend, and save and hold harmless District 97 and its officers, officials, volunteers, employees, and agents from any and all liability, damage, cost, expense, cause of action, suits, claims, or judgments resulting from injury to person or property of others on a District 97 Facility that arises out of any act or omission of the Park District, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons. District 97 agrees that, in the event any claim is asserted or any action brought to recover any such damage, District 97 shall give immediate notice thereof in writing to the Park District and shall 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. District 97 agrees to notify the Park District in writing by delivery to the Park District within five business days and by telephone immediately after District 97 receives any such complaint or claim. The delivery of written notification shall include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

B. Indemnity by District 97. District 97 shall indemnify, defend, and save and hold harmless the Park District and its officers, officials, volunteers, employees, and agents from any and all liability, damage, cost, expense, cause of action, suits, claims, or judgments resulting from injury to person or property of others on a Park District Facility that arises out of any act or omission of District 97, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons. The Park District agrees that, in the event any claim is asserted or any action brought to recover any such damage, the Park District shall give immediate notice thereof in writing to District 97 and shall 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 District 97. The Park District agrees to notify District 97 in writing by delivery to District 97 within five business days and by telephone immediately after the Park District receives any such complaint or claim. The delivery of written notification shall include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

C. Assertion of Defenses. The insurer of the party providing the indemnification shall be allowed to raise, on behalf of the indemnified party, any and all defenses statutory or common law to a claim or action that the indemnified party might have raised, including but not limited to any defense provided by the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

SECTION 6. ADDITIONAL AGREEMENTS AND OBLIGATIONS

The Districts have established certain additional agreements and obligations. Those additional agreements and obligations are set forth in Appendix B attached to and by this reference incorporated into this Agreement. The Districts, by written agreement, may modify the additional agreements and obligations from time to time without formal amendment of this Agreement.

SECTION 7. ANNUAL JOINT MEETING

In January of each year of this Agreement, the Executive Director of the Park District and the Superintendent of Schools for District 97 along with their respective Board President or designee shall hold a joint meeting to discuss matters of mutual interest and concern.

SECTION 8. GENERAL PROVISIONS

A. Term. This Agreement shall be for a five year term commencing on the Effective Date and expiring on December 31, ~~2018~~ ²⁰²³ (the "Term").

B. Assignment Prohibited. Neither District may assign any right, privilege, duty, or responsibility established in this Agreement at any time except only with the prior written consent of the other District.

C. Termination. Either District may terminate this Agreement on 120 days written notice to the other party; provided, however, that this Agreement shall not be terminated in a manner that unreasonably interferes with the completion of a program of a finite term within a Shared Facility and, if necessary, the term of this Agreement as it applies to that Shared Facility shall be extended to accommodate the conclusion of that program.

D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by email, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid only to the extent that they are actually received by the individual to whom addressed and are followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt, or (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications shall be addressed and delivered as follows:

If to District 97:

Oak Park Elementary School District 97
c/o Superintendent of Schools
266-970 Madison Street
Oak Park, Illinois 60302

If to the Park District:

Park District of Oak Park
c/o Executive Director
218 Madison Street
Oak Park, Illinois 60302

E. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

F. Amendments and Modifications. Except as specifically provided in this Agreement for Attachments A and B, this Agreement may not be amended or modified in any way except in writing and approved and executed by District 97 and the Park District.

G. No Waiver, Enforcement. The failure by a party to insist on strict performance of any covenant, warranty, or condition or to enforce any of its rights under this Agreement in any one or more instances shall not be construed as a waiver in any subsequent instance of any such covenant, warranty, condition, or rights, but the same shall be and remain in full force and effect.

H. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Park District and District 97, 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 other than the Park District and District 97 or to acknowledge, establish, or impose any legal duty to any third party.

I. Illinois Law Applies. This Agreement shall be governed by the laws of the State of Illinois.

WHEREFORE, the Districts have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

The Park District of Oak Park

By: Jan R. Arnold
Name: Jan R. Arnold
Its: Executive Director

**Board of Education of
Oak Park Elementary School District 97**

By: Robert Spatz
Name: Robert Spatz
Its: Board President

APPENDIX A
SHARED FACILITIES

Park District of Oak Park Parks and Facilities

1. **Andersen Park and Center**
 824 North Hayes Avenue, at Division.
2. **Austin Gardens**
 1100 Ontario Street.
3. **Barrie Center**
 1011 Lombard Avenue.
4. **Barrie Park**
 127 Garfield Street.
5. **Carroll Park and Center**
 1125 South Kenilworth Avenue.
6. **Elizabeth F. Cheney Mansion**
 220 North Euclid Avenue.
7. **Conservatory & Conservatory Center**
 615 Garfield Street.
8. **Dole Learning Center**
 255 Augusta Street.
9. **Euclid Square**
 705 West Fillmore Street.
10. **Field Park and Center**
 935 Woodbine, at Division.
11. **Fox Park and Center**
 640 South Oak Park Avenue.
12. **Gymnastics and Recreation Center**
 21 Lake Street.
13. **Lindberg Park**
 On Greenfield Avenue between Marion and Woodbine.
14. **Longfellow Park and Center**
 610 South Ridgeland Avenue.

15. **Maple Park**
1105 South Maple Street, at Harlem Avenue.
16. **Mills Park and Pleasant Home**
217 South Home Avenue.
17. **John L. Hedges Administrative Center**
218 Madison Street.
18. **Randolph Park**
At the intersection of Grove Avenue and Randolph Street.
19. **Rehm Pool and Park**
515 Garfield Street
20. **Ridgeland Common Pool, Park, and Ice Rink**
415 Lake Street, at Ridgeland Avenue.
21. **Scoville Park**
800 Lake Street, at Oak Park Avenue.
22. **Stevenson Park and Center**
49 Lake Street.
23. **Taylor Park**
400 West Division Street, at Ridgeland Avenue.
24. **Wenonah Park**
At the intersection of Wenonah and Harrison Streets.

Oak Park Elementary District 97 Schools

- A. **Beye School**
230 North Cuyler Avenue.
- B. **Gwendolyn Brooks Middle School**
916 Washington Boulevard.
- C. **Hatch School**
1000 North Ridgeland Avenue.
- D. **Holmes School**
508 North Kenilworth Avenue, at Chicago Avenue.
- E. **Irving School**
125 South Cuyler Avenue.
- F. **Lincoln School**
1111 South Grove Avenue.
- G. **Longfellow School**
715 Highland Avenue, at Jackson Boulevard.
- H. **Mann School**
921 North Kenilworth Avenue, at Division Street.
- I. **Percy Julian Middle School**
416 South Ridgeland Avenue.
- K. **Whittier School**
715 North Harvey Avenue.

APPENDIX B

ADDITIONAL AGREEMENTS AND OBLIGATIONS

A. Park District Program Information. District 97 shall permit the Park District to send and receive communications pertaining to Park District programs through District 97's mail delivery service. District 97 shall not be liable to the Park District for any errors, delays, omissions, or other failures in the handling or transmission of any such communications.

B. Certain Maintenance. The Park District shall bear the costs associated with turf maintenance at Lincoln School (on the west side) adjacent to Carroll Park and at Mann School (on the west side) adjacent to Field Park. The Park District shall not bear any costs associated with planting, installation, construction, and repair of any horticultural improvements at these locations.

C. Joint Efforts Seeking Funding. The Park District and District 97 agree to consider filing applications for state and federal funding to finance projects of mutual interest.

D. Joint Development of Playgrounds. The Park District and District 97 agree to consider jointly developing playground on school property whenever this is economically feasible and mutually beneficial. Whether financially participating or not, the Park District shall act as a planning consultant on all proposed playground and tot lot development contemplated by District 97. The Park District shall also perform routine inspections of playgrounds at Lincoln School and Mann School of joint playground improvements are made there.

E. Park District Resident Rates Apply. All Park District programs conducted at District 97 facilities shall be offered to District 97 residents at Park District resident rates.

APPENDIX C

AFFILIATES

PARK DISTRICT:

1. American Youth Soccer Organization (AYSO)
2. Oak Park Youth Baseball/Softball (OPYB/S)
3. Chicago Edge Soccer Club (Chicago Edge)
4. Oak Park/River Forest Pony Baseball (Pony Baseball)
5. Windmills Softball (Windmills)
6. Huskie Youth Football
7. Oak Park River Forest High School
8. Fenwick High School
9. St. Giles School
10. Ascension School
11. Friends of the Oak Park Conservatory (FOPCON)
12. Festival Theatre

DISTRICT 97:

1. Parent Teacher Organizations
2. Hephzibah
3. Oak Park Education Foundation
4. The Collaboration for Early Childhood Care and Education
5. *PINS!*
6. *Soccer for All Month*
7. *Scouts*
8. *Other Non Profit Community Groups.*