

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
BOARD OF EDUCATION OF RIVER FOREST SCHOOL DISTRICT NO. 90
AND THE RIVER FOREST PARK DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING is entered into as of the last date signed below between the Board of Education of River Forest School District No. 90, a body politic and corporate (the "School District"), and the River Forest Park District, a body politic and corporate (the "Park District"). The School District and the Park District shall be collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties previously entered into an Intergovernmental Cooperation Agreement whereby the School District granted the Park District the right to use certain School District facilities to conduct certain Park District programs. (A copy of the Intergovernmental Cooperation Agreement between the School District and the Park District is attached hereto as **Exhibit A**).

WHEREAS, the Parties wish to continue to operate in accordance with this Intergovernmental Cooperation Agreement; and

WHEREAS, the Parties wish to enter into this Memorandum of Understanding to amend and clarify the insurance obligations of each party under the Intergovernmental Cooperation Agreement, as described below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the Parties agree as follows:

TERMS

1. The recitals set forth above are hereby adopted and incorporated by reference into this Memorandum of Understanding.
2. Paragraph 15 of the Intergovernmental Cooperation Agreement, concerning the Park District's duty to provide general liability insurance, is amended to state as follows:

The Park District shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below, and shall cause the School District, its Board of Education, individual board members, officers, employees, agents, representatives, and volunteers, to be named as additional insureds on these policies by endorsement. All such insurers shall carry a Best Key Guide Rating of at least A / VII. The commercial general liability and automobile liability policies shall be endorsed to reflect that coverage is primary to and noncontributory with any other insurance available to the School District. The commercial general liability policy shall by endorsement provide broad form contractual liability coverage including the indemnity obligations provided in this contract. Each such policy shall include by endorsement a requirement of at least 30 days written notice to the School District prior to any termination, cancellation or material amendment to that policy. Upon execution of this Agreement and on an annual basis thereafter during the term of this Agreement or any extension thereof, the Park District shall furnish to the

School District certificate(s) of insurance, policies, and endorsements reflecting the required coverages. The type and minimum limits of insurance required are as follows:

Type of Coverage	Limits
Commercial General Liability	
Per Occurrence:	\$1,000,000
Aggregate:	\$2,000,000
Automobile Liability	\$1,000,000 (combined single limit)
Workers' Compensation:	Statutory Minimum
Sexual Abuse and Misconduct	\$1,000,000

3. Paragraph 16 of the Intergovernmental Cooperation Agreement, concerning the School District's duty to provide property and casualty insurance, is amended to state as follows:

The School District shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below. Each such policy shall include by endorsement a requirement of at least 30 days written notice to the Park District prior to any termination, cancellation or material amendment to that policy. Upon execution of this Agreement and on an annual basis thereafter during the term of this Agreement or any extension thereof, the School District shall furnish to the Park District certificate(s) of insurance, policies, and endorsements reflecting the required coverages. The type and minimum limits of insurance required are as follows:

Type of Coverage	Limits
Broad Form Property and Casualty	Value of Shared Facilities

4. This Memorandum of Understanding may be executed in one or more counterparts, each of which shall be deemed to be an original. Such counterparts shall together constitute the same instrument. A facsimile copy or photocopy or a scanned electronic image of a Party's signature shall be binding upon the Parties as if they were original signatures.

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[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the last date signed below.

**BOARD OF PARK COMMISSIONERS OF
THE RIVER FOREST PARK DISTRICT,**
Cook County, Illinois

**BOARD OF EDUCATION OF RIVER
FOREST SCHOOL DISTRICT NO. 90,**
Cook County, Illinois

By: _____
President

By: _____
President

Attest: _____
Secretary

Attest: _____
Secretary

Dated: _____

Dated: _____