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5/22/90
field use
5-22-90
(25 yrs)*

INTERGOVERNMENTAL LICENSE AGREEMENT BETWEEN
SCHOOL DISTRICT NO.23 AND THE
ARLINGTON HEIGHTS PARK DISTRICT

This License Agreement entered into by and between the Board of Education of Prospect Heights School District No. 23, County of Cook, State of Illinois, hereinafter referred to as the "School District", and the Arlington Heights Park District, a municipal corporation of the Counties of Cook and Lake, State of Illinois, hereinafter referred to as the "Park District."

WITNESSETH:

WHEREAS, the School District is the owner of certain real estate of approximately 11 acres adjacent to McArthur, Sullivan and Ross School in the Arlington Heights Park District, Cook County, Illinois, hereinafter referred to as "the Property", as described in Exhibit A attached hereto; and

WHEREAS, the Park District desires to develop recreational facilities in and around such property; and

WHEREAS, it is the desire of the School District and the Park District to develop and operate the Property in a manner that will maximize the recreational benefits accruing to the public,

WHEREAS, this Intergovernmental Cooperation Agreement is authorized by the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois,

providing for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois (Ill.Rev.Stat. ch. 127, 741, et seq., (1989)).

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed by and between the parties, as follows:

1. Subject to the terms and conditions of this license, the Park District shall have the right to conduct recreational programs on the property during non-school hours defined as follows:

Weekdays: 4:30 p.m.-9:00 p.m.;

Weekends: All day Saturdays and Sundays throughout the School term;

Holidays: That extended period of time when school is not in session throughout the school term, including but not limited to, Thanksgiving, winter, and spring vacations;

Summer: That period of time during the months of June, July and August outside of the School Term.

The Park District may make improvements necessary for such programs at its expense, in and about the property, including, but not limited to, the

construction of athletic fields and the installation of equipment, shrubs and other plants, provided always:

(a) Hersey High School, with the approval of School District 23, has the right to conduct soccer practices on the southeast soccer field on the property during weekdays.

(b) Prospect Heights Little League shall have the right to use the northeast baseball field at Patriot's Park for games and practices, as outlined in the Agreement dated March 26, 1990, and made part hereof as Exhibit B.

(c) The School District may utilize the property during such times when the Park District is not using the property for its programs, in coordination with the Park District.

2. (a) The Park District may make improvements necessary for such programs at its expense, in and about the property, including, but not limited to, the construction of athletic fields and the installation of equipment, shrubs and other plants, provided such improvements shall not include any buildings of a permanent nature and provided further all such improvements shall comply with all federal, state and local laws.

(b) The plans and specifications for said improvements, including but not limited to athletic fields, shall first be submitted to the School District for approval, and the approval of the School District shall not be unreasonably withheld. If such approval is withheld, the Park District shall have the right to terminate this license.

(c) Any improvements constructed and installed by the Park District in and about the property shall remain the property of the Park District, notwithstanding the same may be attached to said real estate, and the same may be removed by the Park District, at its expense, from the property following termination of this agreement, provided said real estate shall be restored to its original condition; and provided further that if the structures and equipment are not removed within one year following receipt of written notice by the Park District, the same shall be the property of the School District, or the School District may remove the improvements at the Park District's expense.

3. The School District shall allow the Park District to use the hard surface parking spaces adjacent

to the property when the Park District programs are being conducted during non-school hours on a non-exclusive basis; provided however, the Park District may not use such parking spaces during the school year after school when the School District is conducting scheduled extracurricular activities. Such extra-curricular activities will be identified by the School District on or before March 15 each year when representatives from the School District and Park District meet to develop the master scheduling calendar for the following year.

4. The cost of the license shall be \$1.00 per year payable by the Park District to the School District at Campus site, 700 N. Schoenbeck Road, School District No. 23, Prospect Heights, Illinois, upon each anniversary date of this license.
5. The Park District agrees at all times during the term of this license or any extension thereof:
 - (a) To maintain at its expense and keep in good and safe repair any facilities, structures, accessories and equipment constructed or installed on the property by the Park District; and

(b) To maintain at its expense the turf areas and plantings on the property. The Park District shall also mow the entire area south of MacArthur and west of Sullivan and Ross Schools, except for areas that require hand mowing or trimming and the infield of the ball fields.

6. The Park District shall defend and hold harmless the School District, its officers and employees from all liabilities, judgments, costs, damages and expenses of and from any and all claims against the School District of any kind or nature whatsoever which may in any way arise out of or on account of personal injuries and injuries to real or personal property or to the loss of any personal property relating to the Park District's maintenance or use of said property. However, the Park District shall not be liable to the School District to defend or hold it harmless for any claim arising out of injury to persons or property which may result from the action or inaction of the School District, its officers, employees or agents.
7. The School District shall defend and hold harmless the Park District, its officers and employees from all liabilities, judgments, costs,

damages and expenses of and from any and all claims against the Park District of any kind or nature whatsoever which may in any way arise out of or on account of personal injuries and injuries to real or personal property or to the loss of any personal property relating to the School District's use of the property. However, the School District shall not be liable to the Park District for any claim arising out of injury to persons or property which may result from the action or inaction of the Park District, its officers, employees or agents.

8. The Park District shall purchase and maintain both property damage and liability insurance in the amount of \$3,000,000 for the property. Such policies of insurance shall name the School District as an additional insured. The School District shall purchase and maintain liability insurance in the amount of \$3,000,000 which shall include all School District property utilized or available to the Park District in connection with this license. Such policy of insurance shall name the Park District as an additional insured. The parties shall review such insurance

periodically at the request of either party. On or prior to the commencement of this Agreement, the parties shall provide each other with certificates of insurance, evidencing coverage as provided herein.

9. The parties further agree as follows:

(a) The initial term of this license shall be for a period of twenty-five (25) years from the date executed.

(b) The Park District shall have the option to extend the term of this license for an additional term of twenty-five (25) years; said option shall be exercisable by the Park District upon giving written notice thereof to the School District at any time prior to the date that the initial term of this license ends; and

(c) Any such extension shall be upon the same terms and conditions as are set forth in this original license, unless amended by a written agreement executed upon authorization by the corporate authorities of this parties.

(d) In the event the School District unilaterally determines to terminate this Agreement, the School District shall pay to the

Park District the depreciated cost of improvements it made to the property determined through use of a 40-year straight-line depreciation method applied relative to the actual payments made by the Park District to third parties prior to September 1, 1991 for improvements approved by the school district including but not limited to surveying, engineering, grading, drainage, seeding, and landscaping.

10. Neither party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party.
11. Any and all notices required hereunder to be sent to the School District shall be served in writing by United States certified mail, postage prepared, return receipt requested, to the Secretary of the Board of Education of Prospect Heights School District No. 23, Cook County, Illinois, at the following address:

Secretary, Board of Education
of Prospect Heights
School District No.23
Cook County, Illinois
700 N. Schoenbeck Road
Prospect Heights, IL 60070

or by personal delivery of any such notice delivered to an employee of the School District at its administration offices during the regular business hours of said offices. Said certified mail mode of notice shall be deemed received as of the second day after the envelope in which the same is mailed is post-marked.

Any and all notices required hereunder to be sent to the Park District shall be served in writing by certified mail, return receipt requested, to the Secretary of the Board of Park Commissioners of the Arlington Heights Park District, Cook and Lake Counties, at the following address:

Secretary, Board of Park Commissioners
of Arlington Heights Park District
Cook & Lake Counties, Illinois
410 N. Arlington Heights Road
Arlington Heights, IL 60004

or by personal delivery of any such notice delivered to an employee of the Park District at its administrative offices during regular business hours of said offices. Said certified mail mode of notice shall be deemed received as of the second day after the envelope in which the same is mailed is post-marked.

12. It is mutually understood and agreed that all agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals pursuant to the Resolution of the corporate authorities of the Prospect Heights School District 23 and the corporate authorities of the Arlington Heights Park District this 22 day of MAY, 1990.

BOARD OF EDUCATION OF PROSPECT HEIGHTS,
SCHOOL DISTRICT NO. 23

By: James D. Kasher
President

ATTEST:

Shelia A. Heck
Secretary

ARLINGTON HEIGHTS PARK DISTRICT

By: Kathryn Graham
President

ATTEST:

[Signature]
Secretary

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