

## EXECUTION COPY

### **INTERGOVERNMENTAL COOPERATION AGREEMENT** **RIVER FOREST PARK DISTRICT/RIVER FOREST SCHOOL DISTRICT NO. 90**

This Agreement is between the Board of Park Commissioners of the River Forest Park District, Cook County, Illinois, (the “Park District”) and the Board of Education of River Forest School District No. 90, Cook County, Illinois (the “School District”), (collectively “Districts”).

**WHEREAS**, the School District owns and utilizes certain facilities for School District purposes; and

**WHEREAS**, many of the Park District’s programs can be most effectively conducted in the School District’s facilities; and

**WHEREAS**, the constituencies of both the Park District and the School District will be more effectively and economically served by the Park District and the School District sharing the use of the School District’s facilities; and

**WHEREAS**, the Illinois Constitution and Statutes encourage and permit intergovernmental cooperation between units of local government;

**WHEREAS**, pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, units of local government have had conferred upon them the power to, “contract or otherwise associate among themselves ... to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance;” and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that 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 such contract shall be

## EXECUTION COPY

authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, the Park District and the School District agree as follows:

1. The term of this Agreement shall be from its effective date through June 30, 2027, unless earlier terminated as hereinafter provided. Either District may terminate this Agreement for any reason by serving twelve months prior written notice on the other District.

2. The facilities of the School District set forth in Appendix A attached to and by this reference incorporated into this Agreement are hereby designated as the “Shared Facilities.”

3. The Park District shall be permitted to use the Shared Facilities to conduct Park District programs according to a schedule seasonally established by the Park District’s Director (the “Director”) and the School District’s Superintendent (the “Superintendent”) or their respective designees by the following dates: October 1 for winter/spring activities; March 1 for summer camps; and June 1 for fall activities. The Park District may make requests for use outside of these dates for the School District to consider, but will give the School District at least two weeks to respond with approval. The Superintendent and the Director shall also discuss the supervision and security arrangements required under paragraph 10 below and may establish in writing alternative arrangements as appropriate to the program. The School District shall use its best efforts, consistent with its own program needs, to provide the Park District with a minimum of 500 hours use of the Shared Facilities each school year (July 1 – June 30) during the term of this Agreement by giving the Park District requests priority after its own programming and the programming of the individual school Parent Teacher Organizations.

## EXECUTION COPY

4. At least once annually, the Director and the Superintendent or their respective designees shall meet to discuss the status of the relationship between the Districts pertaining to the shared use of school facilities.

5. In the event it is necessary to modify the established schedules due to unforeseen situations, unusual circumstances, or due to short-term routine maintenance and repairs, the School District shall notify the Park District as soon as possible.

6. In order to help offset the School District's cost of overhead and capital improvements (i.e. floor care) to the Shared Facilities, the Park District agrees to contribute to the School District for its use of the Shared Facilities the amount of six thousand dollars (\$6,000) per year, payable to the School District on or before September 15 of each year for the term of the Agreement.

7. At the close of each instance of use, the Park District shall leave the Shared Facility in substantially the same condition as at the outset of the instance of use, ordinary wear and tear excepted.

8. The Park District shall promptly repair at its expense, or pay the School District for the repair of (labor and materials), any damage or unusual wear and tear to a Shared Facility, including without limitation turf, materials, and equipment, caused by the Park District's event or program, which repair shall be undertaken at a time and in a manner agreed to by the Districts.

9. The Park District shall use the Shared Facilities in such a manner as to minimize disturbances to the surrounding neighborhood.

10. The Park District shall not modify, or construct any structures or apparatus in the Shared Facilities without the express written approval of the School District's Superintendent.

## EXECUTION COPY

11. The Park District shall provide adequate supervision and security at all times for its activities at the Shared Facilities, which shall include the presence of at least one Park District employee per 25 participants at all times during each activity. The Park District shall be responsible for locking and securing the Shared Facility immediately after completion of each activity. The name of the supervisor with direct primary responsibility for each activity and the employee(s) to be present shall be given in advance by the Park District in writing to the Superintendent or designee. This paragraph 10 is inserted for the benefit and convenience of the School District to assist with the management and security of the Shared Facilities and is not intended to raise or acknowledge any duty to supervise or provide security as to third parties, including but not limited to participants, guests, volunteers and spectators, during the course of any activities conducted at the Shared Facilities. Nothing herein shall be construed to waive or modify the parties' respective duties and immunities described in the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

12. The cost of the supervision and security described in Paragraph 10 shall be paid for by the Park District. The cost of heat, light, routine maintenance and other routine costs shall be paid for by the School District. Costs for maintenance personnel assigned specifically by the School District will be paid for by the School District unless otherwise agreed with the Park District.

13. The Park District shall be fully and solely responsible for its own employees, contracted services, and other agents including without limitation responsibility for supervision, direction, compensation, insurance, risk, liability, and claims, which arise during the course of activities at the Shared Facilities.

## EXECUTION COPY

14. The Park District shall indemnify and hold harmless, in their individual and official capacities, the School District, members of the Board of Education, the Board's employees and agents, and their successors and assigns, from any claim or loss, any and all liability, damage, cost, expense, cause of action, attorneys' fees, expenses of investigation, suits or judgments (collectively, a "Loss") in connection with any claim against any of the foregoing indemnities for property damage or personal injury resulting from the Park District's use of the Shared Facilities, except to the extent such Loss results solely from the School District's negligent or willful and wanton acts and omissions.

15. The Park District shall keep in force during the term of this Agreement occurrence-basis comprehensive general liability insurance, in an amount not less than \$2,000,000, including automobile and broad form contractual liability coverages, with the School District as an additional named insured if requested by the School District. Such insurance shall be written by responsible carriers and shall be evidenced by certificates of insurance and copies of the policies, all as reasonably acceptable to the School District.

16. At all times during the term of this Agreement, the School District shall maintain broad form casualty insurance on, and in an amount consistent with the value of, the Shared Facilities. The School District shall obtain, provided there is no additional cost, a provision in such insurance waiving subrogation against the Park District. To the extent the waiver of subrogation is obtained and any loss or damage arising out of the Park District's use is covered by insurance, the School District releases the Park District with respect to liability for any loss covered by the casualty insurance. Otherwise, the Park District shall pay, or reimburse the School District, for any damage or loss to the Shared Facilities, which arises out of the Park District's acts or omissions under this Agreement, except for damage resulting from normal wear and tear.

## EXECUTION COPY

17. Neither party may assign any rights or duties under this Agreement without the written consent of the other party.

18. In the event the Park District believes the School District to be in default under this Agreement, the Director shall notify the Superintendent in writing and allow the School District sixty (60) days from the date of receipt of the notice to cure the default. If the default is not then cured, the Park District may terminate the Agreement by serving written notice on the Superintendent effective sixty (60) days after receipt of the notice by the Superintendent. The School District shall have the same default and termination rights and obligations as the Park District.

19. No waiver of any default shall be implied by the failure of either party to give notice of default, and no express waiver shall affect any other default except the one specified in the waiver.

20. This Agreement shall be binding upon the successors of the parties' respective Boards.

21. This Agreement shall be governed by the laws of the State of Illinois.

22. All notices to be given under this Agreement shall be served by any means capable of producing a written confirmation of receipt, the effective date of such notice being the date reflected on such confirmation of receipt. Notices shall be served on the Park District to the attention of the Executive Director and on the School District to the attention of the Superintendent at the parties' respective administrative offices.

23. This Agreement shall be deemed dated and become effective on the date the last party signs as set forth below the signatures of their duly authorized representatives.

**EXECUTION COPY**

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: \_\_\_\_\_

**EXECUTION COPY**

**APPENDIX A**

**SHARED FACILITIES**

Gymnasium, **auditorium** and classrooms as specifically agreed upon by the parties –  
Lincoln School, 511 Park Avenue, River Forest

North Gymnasium, South Gymnasium, Multi-Purpose Room, **auditorium** and classrooms  
specifically agreed upon by the parties –  
Roosevelt School, 7560 Oak Avenue, River Forest

Gymnasium, **auditorium** and classrooms as specifically agreed upon by the parties –  
Willard School, 1250 Ashland Avenue, River Forest