

**INTERGOVERNMENTAL AGREEMENT
FOR SHARED USE OF CERTAIN FACILITIES
FOR AUTHORIZED EVENTS**

THIS AGREEMENT made and entered into this ____ day of May, 2025, by and between the Board of Park Commissioners of the Winfield Park District, an Illinois unit of local government in DuPage County ("Park District") and the Board of Education of Winfield School District No. 34 ("School District") (collectively, the "Parties").

WHEREAS, the Park District and School District own those properties and facilities described in Exhibit A ("Facilities"); and

WHEREAS, the Park District and School District desire to enter into this Agreement in order to allow the Parties to conduct events and programming at each others' Facilities for the benefit of the Parties' common constituents; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Article 7, Section 10 of the Illinois Constitution, the Intergovernmental Cooperation Act, the School Code and the Park District Code, all of which govern the powers of the Park District and the School District.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Park District and the School District agree as follows:

1. **Facilities**. The Facilities subject to this Agreement are described in Exhibit A, as may be amended from time to time by the Parties.
2. **Types of Events and Programming**. The Parties may use the Facilities for those events and programs listed in Exhibit B, as may be amended from time to time by the Parties (collectively "Authorized Events"). For purposes of this Agreement, the Party conducting the Authorized Event is referred to as the "Guest Party" and the Party owning the premises where the Authorized Event will occur is referred to as the "Host Party".
3. **Scheduling**. The Parties will work collaboratively to schedule Authorized Events at mutually acceptable times.
4. **Conduct of Programming at the Facilities**. In addition to other obligations set forth herein, the Parties shall each perform the following responsibilities concerning the Authorized Events at the Facilities:
 - A. **Guest Party**
 - i. Authorized Events will be considered programs of the Guest Party and will be conducted subject to the Guest Party's program and registration policies and procedures.
 - ii. The Guest Party shall hire and designate all staff and personnel conducting their Authorized Events, including, but not limited to, approving the dates, times, age levels, participant-to-instructor ratios, and general description of substance and curriculum of the Authorized Events. The Guest Party shall have sole and final authority over the hiring, performance, discipline and firing of any and all Guest Party employees.
 - iii. The Guest Party shall coordinate the use of the Facilities with the Host Party's designee(s).
 - iv. The Guest Party shall administer registration, payment and collection of fees for the Authorized Events including collection of general Guest Party program application materials and a waiver from each participant.

- v. The Guest Party will provide publicity and registration information for the Authorized Events in on its website and through any other standard or ordinary means the Guest Party shall, in its sole discretion, elect.
- vi. The Guest Party will ensure that adequate supervision, provided only by employees of the Guest Party, and staff are present at all times while it is utilizing the Host Party's Facilities.
- vii. The Guest Party shall be responsible for all damage to the Host Party's Facilities and equipment, reasonable wear and tear excepted. If the Guest Party damages the Host Party's Facilities or equipment, the Guest Party shall, at the Host Party's option, either repair or replace the damage property and or equipment.

B. Host Party

- i. The Host Party will schedule the Facilities for the Authorized Events.
- ii. The Host Party will provide the Facilities for the Authorized Events in a clean condition for use; otherwise, the Guest Party accepts the Facilities in an "AS-IS" condition.
- iii. The Host Party will provide access to and use of reasonably available equipment at the Facilities for use by the Guest Party in conducting the Authorized Events as agreed to by the Parties. The Guest Party assumes all responsibility for the use of any of the Host Party's equipment and accepts such equipment in an "AS-IS" condition.

5. **Conduct.** The Parties acknowledge and agree that the Authorized Events are programs of the Guest Party. Each Party agrees to conduct the Authorized Events at the Facilities in such a manner as to minimize disturbances to the surrounding neighborhoods including, but not limited to, removal of litter after an event, adherence to parking requirements and restrictions, and the Host Party's schedule of uses. The Guest Party shall, in its sole discretion, have the authority to determine if any of the Facilities are safe and/or suitable for any intended or contemplated use by the Guest Party in conducting the Authorized Events. The Guest Party shall review and monitor the Host Party's Facility while it uses said Facility.

6. **Indemnification.** Each Party shall indemnify, defend and hold harmless the other Party, including their elected officials, and their respective officers, employees, volunteers and agents from and against all claims, damages, losses, liabilities, and expenses, including, but not limited to, reasonable legal fees (reasonable attorney's and reasonable paralegals' fees and court costs), arising from or in any way connected with any wrongful or negligent act or omission of the indemnifying Party's operation of its Authorized Events, including the acts and omissions of any of said party's officers, officials, employees, agents, participants and volunteers, except to the extent caused in part or in whole by a party indemnified hereunder.

7. **Insurance.**

A. **Park District Insurance Obligations.** The Park District shall maintain the following types and minimum levels of insurance for the term of this Agreement: (i) commercial general liability insurance, on an occurrence basis, in the minimum amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with said insurance including coverage for sexual abuse and molestation; (ii) automobile liability insurance with a limit of not less than \$1,000,000 each accident and such insurance shall cover liability arising out of any auto (including owned, hired and non-owned); (iii) workers compensation insurance in the statutorily required amounts; (iv) employer's liability insurance in the minimum amount of \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease; and (v) excess or umbrella insurance, on an occurrence basis, in the minimum amount of at least \$3,000,000 per occurrence and in the aggregate. The excess or umbrella insurance shall follow the form

of the underlying insurance. The Park District shall name the School District's indemnitees identified in Paragraph 6 of this Agreement as additional insureds on a primary and non-contributory basis as to general liability insurance. Further, upon execution of this Agreement, annually thereafter and upon request of the School District, the Park District shall provide the School District with a certificate of insurance evidencing its compliance with this Paragraph.

- B. School District Insurance Obligations. The School District shall maintain the following types and minimum levels of insurance for the term of this Agreement: (i) commercial general liability insurance, on an occurrence basis, in the minimum amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with said insurance including coverage for sexual abuse and molestation; (ii) automobile liability insurance with a limit of not less than \$1,000,000 each accident and such insurance shall cover liability arising out of any auto (including owned, hired and non-owned); (iii) workers compensation insurance in the statutorily required amounts; (iv) employer's liability insurance in the minimum amount of \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease; and (v) excess or umbrella insurance, on an occurrence basis, in the minimum amount of at least \$3,000,000 per occurrence and in the aggregate. The excess or umbrella insurance shall follow the form of the underlying insurance. The School District shall name the Park District's indemnitees identified in Paragraph 6 of this Agreement as additional insureds on a primary and non-contributory basis as to general liability insurance. Further, upon execution of this Agreement, annually thereafter and upon request of the School District, the School District shall provide the Park District with a certificate of insurance evidencing its compliance with this Paragraph.
- C. Self-Insured Risk Pool or Alternate Insurance Program. Either party may utilize a self-insured risk pool, or other alternative insurance program to meet the insurance requirements of this Paragraph 7 provided that the program utilized provides substantially the same coverage as would have been achieved had the party complied with the traditional insurance requirements of this Paragraph 7.

The insurance company, self-insurance pool or similar entity of the party administering any claim, cause of action and the like, shall be allowed to raise on behalf of the other party any and all statutory and/or common law defense(s) to such claim or action that the other party might have raised, including, but not limited to, any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS §10/1-101, *et seq.*

8. Term. Unless otherwise terminated in accordance with the terms herein, the initial term of this Agreement shall commence on the day and year first written above and shall terminate on August 1, 2025; however, thereafter this Agreement shall automatically renew for one (1) year terms. This Agreement may be terminated at the end of any term by either party hereto by providing written notice of said party's intent not to renew this Agreement to the other party no later than July 1 of the year in which the Agreement will terminate.
9. No Modifications to Improvements. The Guest Party shall not modify or construct any structures, apparatus or materials at the Facilities without the express, prior written approval of the Host Party.
10. Termination. Any failure on the part of a Party to fulfill its obligations hereunder shall be deemed a breach of this Agreement and shall give the non-breaching Party the privilege of canceling this Agreement. However, prior to any such cancellation, the non-breaching Party shall give the breaching Party seven (7) days written notice during which the breaching Party may cure such breach, in which event cancellation shall not occur. In the event said breach is not cured, then this Agreement shall terminate concurrently with expiration of the seven (7) day notice period.

11. **No Duty to Third Parties.** This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or implied, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the School District and/or the Park District and/or any of their respective officials, officers and/or employees.
12. **No Other Relationship.** Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the Park District and the School District. Except as otherwise expressly provided in this Agreement, no party shall become bound, with respect to third parties, by any representation, act or omission of the other party. Nothing contained in this Agreement shall be construed as creating an employment relationship between the Park District and the School District.
13. **Representations and Warranties.** Neither party makes any representations or warranties, except as specifically set forth in this Agreement.
14. **Non-Assignment.** Neither party may assign any rights or duties under this Agreement without the prior written consent of the other party.
15. **Time is of the Essence.** Time is of the essence in this Agreement.
16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Agreement.
17. **Severability.** 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.
18. **Modification.** This Agreement may be modified only through the written mutual consent of the Parties hereto. Notwithstanding the above, however, the Exhibits to this Agreement may be amended by the Parties in writing without the need for corporate approval by the Parties' governing bodies.
19. **Captions.** Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.
20. **Entire Agreement.** This Agreement sets forth all the covenants, conditions and promises between the Parties concerning the operation of the programs at the Facilities. There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement.
21. **Governing Law, Interpretation, Venue.** This Agreement and all questions of interpretation, construction and enforcement thereof, and all controversies hereunder, shall be governed by the applicable constitutional, statutory and common law of the State of Illinois. Venue for any court proceedings concerning this agreement shall be in the Circuit Court of DuPage County, Illinois, or U.S. District Court for the Northern District of Illinois, Eastern Division, as applicable.
22. **No Waiver.** The Parties do not waive or release any claims they may have in the future against any other party. The failure of any party to this Agreement to enforce the provisions of this Agreement or require performance by an opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of

this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

23. **Successors and Assigns.** The School District and the Park District each bind themselves and their successors, and/or assigns to the other parties of the Agreement and to their successors, and/or assigns of such other party in respect to all covenants of this Agreement. Except as set forth above, the School District and the Park District shall not assign, sublet or transfer their respective interests in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the School District or the Park District.

24. **Notice.** Any and all notices required to be delivered hereunder shall be deemed delivered when and if personally delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid (or sent by recognized overnight carrier service with instructions and payment for delivery on the next business day), or by facsimile transmission during regular business hours, to the parties as set forth below:

If to the School District:

Board of Education of Winfield School District No. 34
0S150 Winfield Road
Winfield, IL 60190
Attn.: Superintendent

If to Park District:

Winfield Park District
0N020 County Farm Road
Winfield, IL 60190

Either party hereto may change the names and addresses of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner as all other notices are required to be delivered hereunder.

25. **Criminal Background Checks.** Each party hereto shall perform the required criminal background checks of all employees that will be supervising the Authorized Events under this Agreement, prior to having any contact with children participating in said Authorized Event. Further, each party represents and warrants to the other that none of its employees that will be supervising the Authorized Events under this Agreement have been convicted of any crime that would prevent such person from being present on the Host Party's property.
26. **Compliance with Laws.** Each party hereto shall comply with all applicable laws, rules, regulations and ordinances in operating any program under this Agreement.

[SIGNATURE PAGE TO FOLLOW]


IN WITNESS WHEREOF, the parties have hereto set their hands and seals the day and year first above written.

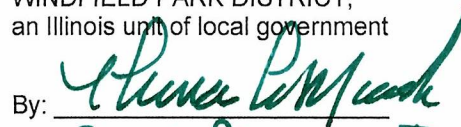
SCHOOL DISTRICT:

PARK DISTRICT:

BOARD OF EDUCATION OF
WINFIELD SCHOOL DISTRICT
No. 34

BOARD OF PARK COMMISSIONERS OF THE
WINDFIELD PARK DISTRICT,
an Illinois unit of local government

By: 
Its: _____

By: 
Its: BOARD PRESIDENT

1338932.1

EXHIBIT A FACILITIES

Park District Facilities:

- Lions Park
- Lions Park Parking Lot
- Wynwood Fields
- Oakwood Park
- East Street Park
- Glasshagel Fields
- Charles R. Beggs Activity Center

School District Facilities:

- Multipurpose Room, gymnasium, and playground at Winfield Central School
- Multipurpose Room and gymnasium at Winfield Elementary School

EXHIBIT B
AUTHORIZED EVENTS

Park District Events:

- Before/After Care
- Summer Camp
- Youth Sports Practices

School District Events:

- Gym classes Monday – Friday for the duration of the school year
- Staff overflow parking on Monday – Friday for the duration of the school year
- After school sports programs
- End of Summer Picnic
- Emergency Reunification Center

