

INTERGOVERNMENTAL AGREEMENT BETWEEN LISLE COMMUNITY SCHOOL DISTRICT 202 AND LISLE PARK DISTRICT FOR SHARED USE OF GROUNDS AND FACILITIES

This Intergovernmental Agreement ("Agreement") is made and entered into as of this 1st day of April 2025 ("Effective Date"), by and between the Board of Education of Lisle Community Unit School District 202, Du Page County, Illinois ("School District"), and Lisle Park District, Du Page County, Illinois ("Park District"). School District and Park District are sometimes hereinafter referred to individually as a "Party" and together as the "Parties."

Recitals

WHEREAS, the School District and Park District are units of local government as that term is defined in Article VII, Section 1, of the Illinois Constitution of 1970, and public agencies as that term is defined in Section 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/2; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may 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 may use their credit, revenues and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* further provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

WHEREAS, there is significant overlap between the corporate boundaries of the School District and the corporate boundaries of the Park District, such that many residents of the School District are also residents of the Park District; and

WHEREAS, the Parties have a history of allowing shared use of their grounds and facilities in furtherance of their respective purposes, and have determined that it is in their respective best interests and the interests of their residents to continue this shared usage for the purposes and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties have determined that the shared use of their grounds and facilities will not interfere with either Party's delivery of recreational or educational activities for its residents, and have further determined that said usage will expand and promote public recreational and educational opportunities for the Parties' mutual communities; and

WHEREAS, the School District and Park District have determined that the anticipated intergovernmental cooperation in the shared use of their grounds and facilities will result in financial economies and enhanced benefits to their respective residents.

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated by reference into this Agreement as though fully set forth herein, and all covenants, terms, conditions, and provisions of this Agreement shall be construed, interpreted, and enforced in accordance therewith.

2. Term. Unless sooner terminated as hereinafter provided, the term of this Agreement shall be for a period of five (5) years from the Effective Date ("Term"). The Parties may mutually agree to renew or extend the Term of this Agreement at any time prior to its expiration on such terms and conditions as the Parties deem appropriate.

3. Designated Representative. Each Party shall designate a representative in writing to the other Party, including the designated representative's name, position, telephone, mobile phone and email address ("Designated Representative"). Each Party's Designated Representative shall oversee the operation and administration of, and ensure compliance with, the terms of this Agreement, and shall serve as the primary contact for the other Party with respect to the same, including but not limited to planned or scheduled use of the Parties' grounds and facilities and changes in planned or scheduled uses of same.

4. Shared Usage of Grounds and Facilities.

A. The School District shall permit the Park District to have access to and use of School District's grounds and facilities to conduct organized activities sponsored or co-sponsored by, affiliated with, or offered by or on behalf of the Park District, on a priority basis, provided such activities do not conflict with organized activities sponsored or co-sponsored by, affiliated with, or offered by or on behalf of the School District. The foregoing rights of access and use shall not apply to any facility that is totally financed by revenues generated by that facility.

B. The Park District shall permit the School District to have access to and use of Park District's grounds and facilities to conduct organized activities sponsored or co-sponsored by, affiliated with, or offered by or on behalf of the School District, on a priority basis and at no charge to the School District, provided such activities do not conflict with organized activities sponsored or co-sponsored by, affiliated with, or offered by or on behalf of the Park District. The foregoing rights of access and use shall not apply to any facility that is totally financed by revenues generated by that facility.

C. In the event either Party's access to or use of the other Party's grounds or facilities, as contemplated by Section 4, is significantly or materially reduced or restricted, or is otherwise eliminated, the Parties shall mutually agree to a reduction in the affected Party's obligations to the other Party under the terms of this Agreement, including its

maintenance obligations under Section 7. If the Parties are unable to reach mutual agreement, the affected Party may terminate this Agreement after providing notice to the other Party and an opportunity to cure in accordance with the provisions of Section 14.A. below.

5. Scheduling Use. The dates and times for the uses authorized by this Agreement shall be as mutually agreed upon in writing, subject to proper notification as set forth herein. The Parties shall prepare a master use schedule outlining the activities scheduled at all of the Parties' respective grounds and facilities for each month during the term of this Agreement ("Master Use Schedule"). Each Party shall notify the other Party of the proposed dates and times on and during which that Party desires to use the other Party's grounds or facilities to conduct programs or activities as contemplated by this Agreement. Each Party shall endeavor to provide as much advance notice of its proposed usage, or any changes to its planned usage, as possible, but shall provide not less than fourteen (14) days advance notice. In the event either Party fails to give notice as required, the other Party shall nevertheless endeavor to accommodate such uses unless such other Party has already programmed the subject venue for its own use, granted permission to a third party for its use, or otherwise determines it to be in the best interests of such other Party to deny the request. In the event that unforeseen or special circumstances arise that necessitate a change in the Master Use Schedule for any of the grounds or facilities, specifically including but not limited to the use of baseball and softball fields, the Parties shall use their respective best efforts to accommodate the requested modification. Each Party shall notify the other Party in the event that that Party will not be using any of the other Party's grounds or facilities which that Party is scheduled to use under the Master Use Schedule. Such notice shall be given as far in advance of the scheduled use as is practicable by telephone and notice given in accordance with the notice provision in Section 16 of this Agreement, it being the intent of the Parties that the grounds and facilities of a Party may be used by that Party or by third parties permitted by that Party whenever it is not in use by the other Party notwithstanding that it was made available to the other Party under the Master Use Schedule.

6. Parking. Park District shall designate forty (40) motor vehicle parking spaces in the east parking lot of its Community Center located at 1825 Short Street, Lisle, Illinois for use by students of Lisle High School ("Lisle Senior High") under terms and conditions set forth below:

A. Utilizing means comparable to those that School uses to mark or otherwise identify student parking spaces adjacent to Lisle Senior High, Park District shall clearly mark or otherwise identify forty (40) parking spaces that it has designated for use by Lisle Senior High students (hereafter, "Designated Community Center Parking").

B. Lisle Senior High students shall not park in any parking spaces owned, operated or maintained by Park District, other than the Designated Community Center Parking.

C. School District shall be solely responsible for registering, in strict accordance with current School District policies, any and all students who will utilize the Designated Community Center Parking, issuing passes or other means of identification to those

students, and enforcing the terms of this Agreement and the parking regulations of both School District and Park District as they pertain to the Designated Community Center Parking.

D. School District shall furnish to Park District its current policies and procedures governing student parking on School District property, and shall promptly notify Park District of any amendments to, or revisions of, those policies and procedures.

E. School District shall furnish to Park District the name of, and vehicle identification information for, each student who registers to use the Designated Community Center Parking.

F. School District shall monitor the use of the Designated Community Center Parking in the same manner that it monitors use of student parking areas adjacent to Lisle Senior High.

G. School District shall immediately notify Park District of any dangerous condition that its employees or agents observe in or near the east parking lot, including the Designated Community Center Parking area, and shall promptly confirm such notification in writing to Park District.

H. School District shall immediately notify Park District of any: (i) unauthorized use of the Community Center east parking lot including the Designated Community Center Parking; (ii) unsafe driving in or near the Designated Community Center Parking area; (iii) vandalism or excessive littering in or near the Designated Community Center Parking Area; or (iv) loitering by Lisle Senior High students in or near the Designated Community Center Parking Area, that School District's employees or agents observe or about which they are informed. School District shall promptly confirm such notification in writing. Park District shall similarly notify School District orally and in writing of any such problems that Park District's employees or agents bring to Park District's attention. School District promptly shall take any and all actions reasonably necessary to cure or remedy all such problems of which it becomes aware, and shall notify Park District in writing of the taking of such corrective action.

I. School District shall, at its sole cost and expense, remove any and all snow, sleet or ice from the Designated Community Center Parking.

J. Notwithstanding any other provisions of this Agreement to the contrary, Park District reserves the right to prohibit Lisle Senior High students from utilizing the Designated Community Center Parking immediately before, after or during any special event conducted or permitted by Park District in the event that Park District reasonably anticipates that all or part of the Designated Community Center Parking will be needed for use by persons attending any such special event. Park District shall provide reasonable

advance notice to School District of its intention to prohibit student parking pursuant to this Subsection J.

K. In the event of any conflict between Park District ordinances, rules, regulations or policies and School District rules, regulations or policies pertaining to use of the Designated Community Center Parking, or student parking generally, the Park District ordinances, rules, regulations and policies shall control.

7. Maintenance & Custodial Services. Except as otherwise specifically provided in this Agreement, each Party shall provide normal and customary maintenance, custodial services, and utilities at its own facilities at no cost to the other Party. Park District shall reimburse the School District for the overtime costs of School District custodial staff incurred as a result of Park District programs housed in School District facilities. Additionally, the Parties shall be responsible for the following:

A. **Park District Responsibilities.** In addition to the other responsibilities in this Agreement, the Park District shall, at its sole cost and expense:

- (i) Providing mulch as needed to School District Properties.
- (ii) Maintain all recreational equipment in playgrounds at all of School District's school sites.
- (iii) Prepare and maintain all baseball and softball fields prior to and in anticipation of any of School District's scheduled games.
- (iv) Start-up and winterize the Lisle Senior High School irrigation system.
- (v) Allow the School District to periodically dispose of tree branches at Park District's Maintenance Facility, upon verbal approval from Park District.
- (vi) Mow the Lisle Senior High School practice field during Park District summer camps

8. Special Services. The Park District may also provide, in its sole discretion and upon reasonable advance written notice from School District, certain other maintenance and special services not specifically set forth in Section 7.A. above ("Special Services"). In the event Park District elects to provide any Special Services, the work shall be performed on a time and material basis, and School District shall promptly reimburse Park District for all employee time, material and related equipment costs incurred in performing the Special Services. Equipment costs shall be based on the most current Schedule of Average Annual Equipment Ownership Expense published by the Illinois Department of Transportation.

9. Equipment. As of the Effective Date of this Agreement, School District and Park District both own and ordinarily keep on hand a variety of educational, recreational, and sports related equipment (collectively, the "Equipment"). It is understood and agreed by the Parties that the Equipment shall be equally available to the Parties during the Term of this Agreement and may be utilized by either Party in connection with any program or activity offered by either Party in accordance with this Agreement. The Parties may provide such additional or other supplies, material, or equipment as may be mutually agreed upon in writing. This Section 9 shall apply only to Equipment owned by the Parties, and shall not apply to, and specifically excludes, any equipment or other property owned by any third-parties.

10. Supervision. Neither Party shall have any responsibility whatsoever for supervising the other Party's programs or activities, or supervising the other Party's employees, agents, volunteers, invitees, or affiliates. Each Party acknowledges and assumes complete responsibility for its employees, agents or volunteers used to supervise its activities hereunder

11. Repairs and Replacement. The Parties understand and agree that, during the Term of this Agreement, each Party may incur costs for certain repairs and replacements to that Party's equipment, grounds, or facilities (individually and collectively the "Property"), including those costs due to normal wear and tear. The Parties agree that a Party shall be responsible for and shall pay for such repairs and replacements of that Party's equipment, grounds or facilities (except as otherwise set forth in Section 7) that occur as a result of normal wear and tear. To the extent that the cost of repairs and replacements exceeds what is agreed by the Parties to constitute normal wear and tear, each Party shall reimburse the other Party in an amount based on the excess wear and tear attributable to that Party's use of the other Party's Property during the term of this Agreement. If damage to either Party's Property is the direct result of the other Party's activity, other than normal wear and tear, each Party agrees that it shall promptly reimburse the other Party for the cost of necessary repairs or replacements to the other Party's Property. Any request for reimbursement by either Party shall include a complete itemization of all damages sustained and costs incurred to repair or replace the damaged Property, including statements and/or bills for materials and services. If damage to either Party's Property is the direct result of its own activity, that Party alone shall be responsible for the cost of necessary repairs or replacements of the damaged Property.

12. Insurance. Each Party, at its sole cost and expense, shall keep in full force and effect at all times during the Term of this Agreement, insurance against claims for injuries or death to persons or damages to property, which may arise from or in connection with this Agreement. Each Party shall provide coverage that is at least as broad as:

A. Comprehensive general liability insurance, including contractual liability coverage, and such other types of insurance in such amounts and with such A-rated companies or through self insurance risk pools as are reasonably acceptable to the School District and the Park District, but, in any event, no less than \$3,000,000 per occurrence. Such insurance shall be evidenced by annually providing to the other Party certificates of insurance. Said insurance shall name the other Party as an additional insured and will

further provide that the insurance may not be modified, terminated, cancelled or non-renewed without at least thirty (30) days advance written notice by certified mail, return receipt requested, to the other Party.

B. Each Party shall keep and maintain Workers' Compensation Insurance covering all costs, statutory benefits and liabilities under State Workers' Compensation and similar laws for their respective employees. Any employee claim related to this Agreement will be the responsibility of the Party employer and the other Party shall have no obligation whatsoever to provide workers' compensation for the other Party's employees.

The minimum insurance coverage specified in this Section 12 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Given the duration of this Agreement, required insurance coverage and/or amounts may need to be modified to adequately protect the Parties against possible claims arising from the Parties' rights and obligations under the terms of this Agreement. The Parties shall, from time to time, mutually review the insurance coverage required in this Section 12, and shall mutually agree upon increases in coverage amounts or additional insurance as may be commensurate with similar agreements or other similarly situated parties in the Chicagoland area and as may be reasonably necessary to protect the Parties against these risks.

13. Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, its elected and appointed officers, officials, employees, volunteers and agents (collectively, the "Indemnitees"), from and against any and all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), incurred by any of the Indemnitees for injuries to persons or for damage, destruction or theft of property arising out of or resulting from any activity, act or omission of the indemnifying Party, or of any employee, agent, affiliate, vendor, co-sponsor, invitee, contractor, student or volunteer of the indemnifying Party (the indemnifying Party and each and every such other person being hereinafter individually and collectively referred to as the "Indemnitor"), but only to the extent caused in whole or in part by any wrongful or negligent act or omission of the Indemnitor. Similarly, each Party shall indemnify, defend and hold harmless the Indemnitees from and against any and all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), incurred by any of the Indemnitees by reason of the Indemnitor's breach of any of its obligations under this Agreement.

14. Termination. Either Party may terminate this Agreement as follows:

A. This Agreement may be terminated immediately by either Party in the event of the other Party's material breach of any of its obligations under this Agreement, provided that, except as provided herein with respect to insurance coverage, the breaching Party has failed to cure any such breach within fourteen (14) days after receiving written notice of same from the non-breaching Party. Notwithstanding the foregoing, if the breaching Party shall have repeatedly breached the same or other provisions previously, the non-

breaching Party may terminate this Agreement immediately without affording the breaching Party an opportunity to cure the breach, upon seven (7) days written notice to the breaching Party. Failure to maintain required insurance coverage shall be cause for immediate termination of this Agreement, or the immediate suspension of this Agreement until such insurance has been obtained and satisfactory proof thereof provided to the non-breaching Party, in either case upon written notice to the breaching Party without opportunity to cure.

B. In the event either Party shall have: (i) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; or (ii) consented to the appointment of a receiver or trustee for all or a part of its property; or (iii) an involuntary petition in bankruptcy shall have been filed and the same shall not have been dismissed within thirty (30) days of such filing, then in said event this Agreement shall automatically terminate.

C. Either Party may terminate this Agreement for any reason, or no reason, upon not less than one (1) year prior written notice delivered to the other Party in accordance with Section 16 of this Agreement.

D. The Parties may mutually agree to terminate this Agreement in writing at any time.

The rights and obligations imposed by Sections 12 and 13 of this Agreement shall survive the expiration or termination of this Agreement.

15. No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

16. Notice. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by fax or email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to School District:

Lisle Community Unit School District 202
5211 Center Avenue
Lisle, IL 60532
Attn: Superintendent

If to Park District:

Lisle Park District
1925 Ohio Street
Lisle, IL 60532

Attn: Director of Parks and Recreation

Notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, notices hand delivered shall be deemed given on the date of delivery, and

notices sent by fax or email transmission shall be deemed given on the date of transmission if between 9:00 AM and 5:00 PM on a business day, or, if later, the next business day.

17. Compliance with Laws. The Parties shall comply with all applicable federal, state, county, and local statutes, ordinances, rules, regulations, and codes.

18. Payment Schedule. Both Parties shall remit payments to the other Party within 60 days of invoicing. Payments due and unpaid under this Agreement shall bear interest in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

19. Relationship of the Parties. Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither the Park District nor the School District shall have the power to bind or obligate the other except as to the extent expressly set forth in this Agreement.

20. No Third Party Beneficiaries. Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, 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 who is not a Party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the School District and/or the Park District.

21. No Implied Waiver. No waiver of any rights which either Party has in the event of any default or breach by the other Party under this Agreement shall be implied from the non-breaching Party's failure to take any action on any such breach or default and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

22. Assignment. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.

23. Entire Agreement; Modifications. This Agreement constitutes the entire agreement of the Parties with respect to the matters contained herein, and this Agreement supersedes any and all prior agreements and understandings, whether written or oral, formal or informal. Any modifications to this Agreement must be in writing, signed by both Parties, and dated on or subsequent to the date hereof.

24. Authority. The individual officers of the Park District and the School District who have executed this Agreement represent and warrant that they have the full power and lawful authority to execute this Agreement and perform and fulfill the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective governing boards.

25. **Successor.** It is the intention of each Party hereto that this Agreement and each and every provision shall be binding on its successors.

26. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, constitute a duplicate original.

27. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

28. **Heading.** The various headings used in this Agreement as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section in which they appear.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the year and date first written above.

LISLE COMMUNITY UNIT SCHOOL DISTRICT 202

By: _____
Board President

Attest: _____
Board Secretary

LISLE PARK DISTRICT

By: 
Board President

Attest: 
Board Secretary