

INTERGOVERNMENTAL AGREEMENT FOR THE USE  
OF SUMMIT HILL SCHOOL DISTRICT 161 FACILITIES  
BY FRANKFORT SQUARE PARK DISTRICT

THIS AGREEMENT is between the BOARD OF EDUCATION OF SUMMIT HILL SCHOOL DISTRICT 161, Will County, Illinois ("School District") and the BOARD OF COMMISSIONERS OF THE FRANKFORT SQUARE PARK DISTRICT, Will County, Illinois ("Park District"), in the exercise of their intergovernmental cooperation powers under the Illinois Constitution and the Illinois Governmental Cooperation Act and of their respective authorities under Illinois School Code and Park District Code, respectfully. Both parties have approved this Agreement and adopted it in the manner required by law.

WHEREAS, the Park District seeks the use of certain School District facilities for the educational, recreational and social purposes of the residents of the Park District and the Summit Hill School District community;

WHEREAS, the School District has determined that said facilities will not be needed by the School District for school purposes at the times the facilities are to be made available to the Park District under this Agreement;

WHEREAS, the parties deem it to be in their respective best interests, and in the best interests of the youth and residents of the School District and of the Park District to enter into an agreement concerning the use and maintenance of said school facilities;

WHEREAS, the Park District and the School District have determined that it is in the best interest of the students and the community to provide before and after school programs sponsored by the Park District with an emphasis on recreational activities and academic improvement available to all students from the School District; and

WHEREAS, THE School District has determined, that notwithstanding its policy regarding transportation, to allow usage of available bus transportation provided by Lincoln-Way High School District 210 as needed by and at a frequency determined by the School District student needs to take part in Park District-sponsored before and after school programs.

WHEREAS, Article VII, Section 10 of the 1970 State of Illinois Constitution authorizes units of local government, such as the School District and the Park District, to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance;

WHEREAS, Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government where not prohibited by law;

WHEREAS, Section 5 of the Illinois Intergovernmental Cooperation Act (5 ILCS 22 0/5) further provides that any one or more units of local government may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

WHEREAS, the School District has been granted the control and supervision of school grounds and the authority under Section 10-22.10 of the Illinois School Code (105 ILCS 5/10-22.10) to grant the use of school grounds, under such provisions and control as they may see fit to impose and for the conducting of recreational, social and civic activities in the school building or on the school grounds or both; and

WHEREAS, the parties hereto have determined that it is in their respective best interests to enter into this Agreement to secure to each the benefits of enhanced recreational facilities for the residents of the Park District and the students of the School District;

NOW, THEREFORE, in consideration for the foregoing recitals, and the mutual covenants and promises contained below, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

#### SECTION ONE: SCHEDULING FACILITIES USES

1.1 Subject to the conditions set forth herein, the School District shall make available for use by the Park District during times when there are no conflicting school-sponsored activities those portions of the School District schools buildings, including the following: Gymnasiums, Baseball and Softball Fields, hereinafter referred to as the "Facilities".

1.2 Subject to the conditions set forth herein, the School District shall make available for use by the Park District seven days per week, 6:00 a.m. until 9:00 p.m. those portions of the Mary Drew school building, including the following: Gymnasiums, Classrooms, Office Space, and Playground, hereinafter referred to as the "Facilities" and depicted in Attachment C which is hereby incorporated into and made a part of this Agreement.

1.3 The Superintendent of the School District or the Superintendent's designee and the Director of the Park District or the Director's designee shall jointly establish schedules of the areas, days and hours of use of each of the Facilities and of the activities to be conducted as the Facilities by the Park District in a manner and to an extent consistent with this agreement. This shall be done through planning on a regular basis to facilitate the public recreational programs of the Park District. The Superintendent and the Director or their respective designees shall meet and confer as necessary, but in any case no less frequently than once every six months, to establish and adjust such schedules.

1.4 School District activities shall have priority over Park District activities in both the scheduling of use of the Facilities and in the actual use where circumstances unforeseen at the time of the scheduling require School District use of the Facilities. Park District activities shall have priority over other activities not sponsored by the School District.

1.5 The School District shall notify the Park District immediately upon first learning of circumstances which require scheduling changes and shall take reasonable steps to avoid conflicts, and shall attempt to provide alternative times or locations where necessary.

1.6 The Park District shall immediately notify the School District of cancellations or the need to modify schedules of Park District activities in any of the Facilities.

## SECTION TWO: TRANSPORTATION

2.1 The Park District and School District will cooperatively employ administrative and organizational measures for the safe transportation of all School District students who desire to take part in Park District-sponsored before and after school programs. Transportation shall be provided by Lincoln-Way High School District 210 as needed by and at a frequency determined by the School District student needs to avail themselves of such program, notwithstanding any School District Transportation Policy to the contrary.

2.2 The School District and the Park District will annually review and amend the provisions regarding transportation for Park District before and after school programs provided to School District students, as determined necessary by either party. It is agreed that if any additional expenses are incurred by the School District due to the administration or execution of said transportation, the Park District will willingly remit any documented/qualified costs within thirty (30) days of receipt of such documented/qualified costs.

## SECTION THREE: PARK DISTRICT RESPONSIBILITIES

The Park District shall:

3.1 Cooperate in the scheduling of Park District activities in the Facilities with the School District and other entities seeking use of the Facilities.

3.2 Have an adult Park District representative in attendance for security and supervision whenever any portion of any of the Facilities is used to conduct Park District activities.

3.3 The Park District, at its sole cost, shall conduct background investigations of all Park District employees, volunteers or others who will interact in proximity to School District students and, in accordance with Section 10-21.9 of the Illinois School Code, shall make available upon request the results of each background investigation to the School District and

shall comply with all requirements of Section 10-21.9 as may be amended from time to time. The Park District shall not allow anyone to work or volunteer in its program whose criminal background check reveals items that would prohibit them from working with children under Illinois law or reveals other criminal convictions which call into question such individual's fitness to work with children.

3.4 Not use or permit use of any Facilities for purposes inconsistent with this Agreement or that would foreseeably cause unreasonable damage to the Facilities, excluding normal wear and tear.

3.5 Make timely repairs at its expense to any damage to the Facilities arising from the Park District's use of the Facilities, excluding normal wear and tear. If the repairs are not made within forty-five (45) days after the School District notifies the Park District of the need for repairs, the School District shall provide the Park District written notice of the repairs needed to be made and allow the Park District an additional ten (10) business days to make the repairs. If the repairs are not made within ten (10) days after the Park District receives written notice of the need for repairs, the School District may have the repairs made and bill the Park District for the cost.

3.6 Maintain and repair any equipment it stores or uses in the Facilities at its expense and abide by any reasonable conditions set by the Superintendent for the storage of such equipment.

3.7 After each use of the Facilities, remove or store Park District portable equipment, restore the area used to its condition prior to usage, turn off the lights, lock any building used, and otherwise secure such building upon departure.

3.8 Not use or permit use of any School District portable equipment except with the prior approval of the Superintendent and, in the event any such equipment is lost, stolen or damaged as a result of Park district use, replace it or reimburse the School District for the cost of the replacement within thirty (30) days after written notification of such loss.

3.9 Pay to the School District a charge for School District custodial services, which would not otherwise be incurred but for the Park District use. The School District shall promptly notify the Park District of the actual costs of custodial services and the Park District shall reimburse the School District such costs within thirty (30) days after such notification or within thirty (30) days after the services were rendered, whichever is later. The Park District may not employ or contract for alternative custodial services without the prior approval of the Superintendent.

3.10 Provide maintenance and upkeep of lawns, fields, and grasses at all the school buildings of the School District located within the boundaries of the Park District and provide material for

playgrounds in accordance with Attachment A “Outdoor Maintenance Letter of Understanding”, which is hereby incorporated into and made part of this Agreement.

3.11 Provide snow removal and application of rock salt for ice conditions on parking lot surfaces at all the school buildings of the School District located within the boundaries of the Park District, including Arbury Hills School.

3.12 Any charges to School District residents participating in any Park District programs using any of the Facilities shall not exceed that charged to the Park District’s own residents, regardless of the park district of residence, but otherwise subject to the same conditions for participation as Park District residents.

3.13 Comply with applicable federal, state and local laws relating to its use of School District Facilities.

3.14 Comply with the federal tax law requirements and restrictions applicable to non-exempt bond financed property, including avoidance of any private business use arrangement with private entities (including the federal government and Section 501(c)(3) organizations) with respect to the use of the Facilities, without the prior express written consent of the School District.

3.15 Require all Park District representatives who are issued keys to School District facilities to execute, at the time of issuance of the keys, a Key Holder Agreement on the form attached hereto as Attachment B.

#### SECTION FOUR: SCHOOL DISTRICT RESPONSIBILITIES

The School District shall:

4.1 Not use or permit use of any Park District portable equipment stored in School District Facilities except with prior approval of the Park District Director and, in the event any such equipment is lost, stolen, or damaged as a result of School District use, replace it or reimburse the Park District for the cost of the replacement within thirty (30) days after written notification of such loss.

4.2 At the termination of this Agreement by expiration or otherwise, permit the Park District to remove from School District Facilities any Park District equipment.

#### SECTION FIVE: INDEMNIFICATION

5.1 The Park District shall indemnify and hold harmless the School District, members of the Board of Education, its officers, employees and agents for any costs, claims, actions or causes of

actions, including reasonable attorneys' fees and costs, which may arise from the Park District's use of the Facilities or from the Park District's obligations under this agreement.

5.2 The School District shall indemnify and hold harmless the Park District, members of the Board of Commissioners, its officers, employees and agents for any costs, claims, actions or causes of actions, including reasonable attorneys' fees and costs, which may arise from the School District's use of Park District equipment or from the School District's obligations under this agreement.

#### SECTION SIX: INSURANCE

6.1 The Park District shall procure and maintain, at its sole cost and expense, policies of insurance in amounts to be agreed upon by the School District and the Park District as hereinafter provided, including, but not limited to, comprehensive, personal injury, property damage, workers' compensation, automobile liability and, if applicable, professional liability or errors and omissions coverage. The obligations of this paragraph may be satisfied by the Park District's membership in a self-insurance pool, a self-insurance plan or by policies of insurance written by a responsible insurance company or companies licensed to do business in the State of Illinois.

6.2 The policies of insurance obtained and maintained by the Park District shall name the School District, the Board of Education, its members, officers, employees and agents, as additional insureds.

6.3 All insurance policies procured herein or certificates evidencing the existence thereof shall be delivered by the Park District to the School District within thirty (30) days of the Park District's execution of this Agreement. Said policies shall contain a provision that at least thirty (30) days prior to the termination, nonrenewal or modification thereof, each party shall receive written notice of the termination, nonrenewal or modification.

6.4 The parties shall meet and confer each year on or about the anniversary date of this Agreement to determine the amount of insurance the Park District shall carry. Should the parties not reach agreement as to the proper amount of insurance within thirty (30) days of the anniversary date each year, this Agreement shall terminate.

#### SECTION SEVEN: TERM OF AGREEMENT

7.1 The term of this Agreement shall be for a period of 36 months, commencing on July 1, 2016, and continuing thereafter until June 30, 2019, unless terminated prior to that date, as provided in this Agreement. Each party reserves the right to terminate this Agreement at any

time and for any reason upon three hundred sixty-five (365) days advance written notice to the other party. If, prior to the expiration of this Agreement, the School District determines that any of the Facilities described herein are necessary for use by the School District for educational purposes, then the School District shall provide at least ninety (90) days written notice to the Park District and shall make all reasonable efforts to provide similar alternative space.

7.2 Termination of this agreement shall not alleviate any responsibility to pay or make repairs occurring during the effectiveness of the Agreement.

7.3 At the expiration of this Agreement, whether by lapse of time or otherwise, the Park District shall leave the School District Facilities in substantially the same condition, wear and tear attributable to Park District use as in existence at the time of the execution of this Agreement. To the extent the Park District does not meet this obligation, the School District may seek reimbursement for expenses incurred for any work necessary to restore the Facilities to substantially the same condition as in the existence at the time of the execution of this Agreement, including any attorneys fees and costs incurred in enforcing this or any other provision of this Agreement.

#### SECTION EIGHT: EFFECTIVE DATE

8.1 This Agreement shall commence in full force and effect upon approval by both of the parties hereto in the manner provided by law and upon proper execution hereof or the commencement date of this Agreement stated in Paragraph 7.1, whichever is later.

#### SECTION NINE: BINDING EFFECT

9.1 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties as if they too were parties to this Agreement.

9.2 Neither party shall have the right, however, to assign this Agreement without the prior written consent of the other party.

#### SECTION TEN: SEVERABILITY OF PROVISIONS

10.1 The invalidity of any provisions of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed to be severed and this Agreement shall remain in full force and effect with that provision severed or modified by court order.

10.2 The failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute, or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

10.3 The waiver by either party of a breach of any term, covenant or condition herein shall not be deemed a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein.

#### SECTION ELEVEN: NOTICES

11.1 All notices required hereunder shall be in writing and shall be served personally or by registered or certified mail, return receipt requested, upon the other party's Superintendent or Director at the party's principal administrative offices. Notices which must be made regarding rescheduling under Section 1 should be first made by telephone.

#### SECTION TWELVE: GOVERNING LAW

12.1 This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.

#### SECTION THIRTEEN: EXECUTION OF COUNTERPARTS

13.1 This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

#### SECTION FOURTEEN: AMENDMENT

14.1 Except as specified herein, this Agreement contains the entire agreement of the parties and shall supersede any prior written or oral agreements or understandings. This Agreement may only be altered, modified or amended upon the written consent and agreement of both parties hereto duly adopted as required by law.

14.2 This section shall not be interpreted to preclude or limit, however, the amended or modification of regulations, procedures or policies established by the parties.

BOARD OF EDUCATION  
SUMMIT HILL SCHOOL DISTRICT 161  
Will County, Illinois

BOARD OF COMMISSIONERS  
FRANKFORT SQUARE PARK DISTRICT  
Will County, Illinois

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

(Secretary)

(Secretary)

Date: \_\_\_\_\_

Date: \_\_\_\_\_