

**AN INTERGOVERNMENTAL AGREEMENT  
ESTABLISHING A PARTNERSHIP RELATIONSHIP  
BETWEEN THE PARK DISTRICT OF OAK PARK AND  
OAK PARK & RIVER FOREST HIGH SCHOOL DISTRICT 200  
FOR SHARED USE OF FACILITIES  
AND COOPERATIVE PLANNING**

## INTRODUCTION

### Best Interests of Constituents

School and park areas and public facilities represent a major capital investment, and current demands and taxing capacity emphasize the urgency more than ever for the planning and using these facilities for the maximum benefit of the community. Public schools, facilities, parks, and other public open space belong to the people. It is in the best interests of the Park District of Oak Park (the "Park District") and Oak Park & River Forest High School District 200 ("District 200") and their constituents that they work together to coordinate, integrate, and consolidate the planning, acquisition, development, and general operation of public facilities when basic functions are compatible and a public benefit may be derived. There has been a tradition of excellent cooperation between the Districts, and District 200 and the Park District desire to continue, and to enhance, that tradition.

### Mission of the Park District of Oak Park

The mission of the Park District is, in part: ". . . in partnership with the community, we provide quality parks and recreation experiences for the residents of Oak Park." The Park District's vision is to provide open space and recreation opportunities for all Oak Park residents and work persistently to ensure the availability of these quality parks, recreation programs, and facilities for generations to come. The Park District's values include effective communication, inclusion, funding, partnerships, customer service, and professional conduct, planning, evaluation, and safety. The Park District values every citizen contact and pursues each as an opportunity to demonstrate these highly regarded values.

### Mission of Oak Park & River Forest High School District 200

The mission of District 200 is, in part: ". . . to provide all students a superior education so that they may achieve their full human potential."

### General Statement of Agreement

Although the stated missions of the Park District and District 200 have varied focuses, public investment in our facilities creates a mutually beneficial environment in which to provide quality recreation and education for all the residents of our districts. Therefore the Park District and District 200 strive to afford every opportunity within financial limits to plan, acquire, develop, operate, coordinate, use, and maintain open spaces, recreational, and educational resources, and to provide leadership for the responsible and responsive use of community resources.

The Park District's Board of Commissioners and District 200's Board of Education agree that, through joint efforts, both the Park District and District 200 can contribute to greater public service without relinquishing their separate identities or any of their legislative responsibilities. The respective Boards and administrative staff will, therefore, endeavor to follow a policy for the

reciprocal planning, acquisition, development, operation, coordination, use and maintenance of facilities, programs, and services.

Statement of Policy Regarding Park Facilities, Programs, and Services

The Park District Board and the District 200 Board have established that a policy of joint planning, acquisition, development, operation, coordination, use, and maintenance of school and park facilities, programs, and services will help the Park District and District 200 achieve optimum public benefit through the responsible use of public facilities.

This policy is flexible and is understood as a frame of reference for evaluation of specific proposals and recommendations as they become available or are explored by the community.

## AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 19<sup>th</sup> day of April 2012 (the "Effective Date") by and between the Park District of Oak Park, an Illinois park district organized and existing pursuant to the Illinois Park District Code, (the "Park District") and the Board of Education of Oak Park & River Forest District 200, a public school district organized and existing pursuant to the laws of the State of Illinois ("District 200") (collectively the "Districts"), pursuant to the authority granted the Park District and District 200 by Article 10, Section 7 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

### SECTION 1. SHARED FACILITIES

The facilities of the Park District and District 200 set forth in Appendix A attached to and by this reference incorporated into this Agreement are hereby designated as the "Shared Facilities." The Districts, by written agreement, may modify the list of Shared Facilities from time to time without formal amendment of this Agreement.

### SECTION 2. USE OF SHARED FACILITIES

A. Requests in Writing. A request by the guest District to use the Shared Facilities of the host District shall be made in writing to the host District's primary contact person (to be designated annually). It is assumed that each District will provide all the materials, equipment, and supplies necessary for the events and programs of that District.

B. Responses to Requests. All requests shall be answered in writing within 10 working days after receipt.

C. Intent to Cooperate. Except as specified otherwise in this Agreement, a Park District function shall have priority use of Park District property in case of a conflict with a District 200 function. Also, a District 200 function shall have priority use of a District 200 property in case of a conflict with a Park District function. In addition, the Park District and District 200, having similar missions, agree to collaborate, cooperate, and reciprocate in regards to any and all scheduling requests and facility use matters between the two organizations.

D. Cancellation of Approved Event or Program. Notwithstanding the priority of use set forth in Subsection C of this Section above, a District shall endeavor to not cancel or postpone an approved event or program of the other District in a Shared Facility.

- (i) Definitions. For purposes of this Subsection D, "event" is defined as an activity that is anticipated to include 100 or more participants and "program" is defined as an activity involving fewer than 100 participants.
- (ii) Cancellation of Event. Because an event typically requires significant planning, promotion, coordination, and staffing, the host District shall cancel or postpone an event only in the event of an unforeseen, unavoidable circumstance (such as a

physical plant breakdown, an act of God, or similar occurrence) which would compromise the safety, well-being, or security of the participants.

- (iii) Cancellation of Program. In contrast to an event, because cancellation of a program typically would create an inconvenience but not a situation as severe as cancellation of an event, the host District, in the case of a conflict or other circumstance that cannot reasonably be resolved, may cancel or postpone a program on 72-hours written notice to the guest District or, if 72-hours written notice is impractical, then as much advance notice as possible. The host District shall endeavor to avoid the need for any cancellation and shall cooperate with the guest District to relocate or reschedule the affected program.

E. Compliance with Policies, Ordinances, and Procedures. Each District and its staff members, participants, and spectators shall comply with all applicable rules, policies, ordinances, and operating procedures of the host District relating to conduct and use of the Shared Facility or of the host District's facilities generally, unless otherwise provided in this Agreement or with the written consent of the host District.

F. Normal Maintenance. It is understood that each District owns and maintains both indoor and outdoor facilities, which are intended uses under the terms of this agreement. Each District shall undertake all normal and routine maintenance of its own indoor facilities at no cost to the other District. In the case of outdoor facilities, each District shall undertake normal maintenance but in some cases shall gain the assistance of the guest District to perform limited routine maintenance resulting from the intended use (i.e., preparation of ball field immediately prior to planned and scheduled use) or in support of the intended use (i.e., goal placement).

G. Clean-Up of Debris. The guest District shall be responsible for cleaning up trash, litter, and debris generated as a direct result of the guest District's event or program.

H. Reasonable Care. Each time a guest District uses the host District's Shared Facility, whether an indoor or outdoor facility, the guest District shall take reasonable care to prevent damage to, or unusual wear and tear to, that facility, including without limitation damage or unusual wear and tear to turf, materials, and equipment.

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

J. Payment of Costs.

- (i) Park District Payments. When the Park District uses a District 200 facility, the Park District shall not pay a user fee but instead shall pay District 200 for all direct costs incurred by District 200 in conjunction with the Park District's use, including but not limited to custodial services (wages and overtime pay) rendered

for the Park District's event or program in excess of the custodian's normal work week and security costs. If Facility Attendants are required during the Park District's use of a District 200 facility, that are out of the normal work week for District 200, then the Park District shall pay for this serve based upon District 200's current pay scale. District 200 shall advise the Park District in advance of all such potential charges. District 200 shall advise the Park District in writing and in advance of all such potential charges.

- (ii) District 200 Payments. When District 200 uses a Park District facility, District 200 shall not pay a user fee but instead shall pay the Park District for all costs incurred by the Park District in conjunction with District 200's use, including but not limited to custodial services rendered for District 200's event or program in excess of the custodian's normal work week and security costs. District 200's payment shall be calculated based on the Park District's current pay scale. The Park District shall advise District 200 in writing and in advance of all such potential charges.

K. Responsibility for Own Personnel. Each 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.

### SECTION 3. COOPERATIVE PLANNING

A. Communications Generally. The Districts recognize and agree that good communication and the exchange of information and expertise in planning and executing capital development projects ("Capital Projects") will help assure that community resources are maximized in meeting the needs of the public.

B. Primary Contact Persons. Each District shall appoint one administrative level staff person to represent that District as the primary contact for the other District.

C. Cooperative Planning of Projects with Joint Impact. When a District is planning a capital project that may have an impact on the other District, the planning District shall endeavor to invite the other District to send a representative to the planning and review process of the project. It is the intent of the Districts that cooperative planning efforts shall be utilized in the consideration of outdoor site development or facility expansion such as playgrounds, hard surface areas, walkways/trails, parking lots, re-grading of sites for new facilities, building expansions, interior remodeling, drainage improvements, and storm water detention and retention facilities. The representative of the invited District need not be a member of the Joint Coordinating Committee described in Section 7 of this Agreement. A District 200 representative shall be approved by the Superintendent of Schools. A Park District representative shall be approved by the Executive Director of the Park District.

D. Joint Purchasing When Financially Beneficial. As opportunities become available, the staffs of both Districts are encouraged to investigate and, if financially feasible and

mutually beneficial, cooperate in the joint purchasing of materials, equipment, and supplies in order to procure the best pricing.

E. Benefits of Combined Skills. The intent of this cooperative planning effort is for each District to benefit from the special interests and skills of the staffs of both Districts.

#### SECTION 4. GENERAL LIABILITY INSURANCE

A. General Standard. The District shall provide its standard insurance coverage for its facilities. Each guest District shall be responsible for procuring any additional insurance coverage it desires for its events and programs using the facilities, materials, equipment, or supplies of the host District.

B. Commercial General Liability Insurance. Each District shall keep in force at all times during the term of this Agreement commercial general liability insurance specifically including bodily injury, personal injury and property damage with limits of not less than \$3,000,000 per occurrence, written on an occurrence basis and at all times naming District 200 and the Park District and each of their officials, officers, employees, volunteers, and agents as additional insured through execution of Additional Insured Endorsement 2026 or its equivalent.

C. Certificates of Insurance; Notice. Each District shall furnish to the other District certificates or other suitable evidence of the insurance and coverage in place as required in this Section, including the requirement of a 30-day notice of any cancellation or any reduction in limits. The policy and coverage shall also contain a "contractual liability" clause.

#### SECTION 5. INDEMNITY

A. Indemnity by Park District. The Park District shall indemnify, defend, and save and hold harmless District 200 and its officers, officials, volunteers, employees, and agents from any and all liability, damage, cost, expense, cause of action, suits, claims, or judgments resulting from injury to person or property of others on a District 200 facility that arises out of any act or omission of the Park District, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons. District 200 agrees that, in the event any claim is asserted or any action brought to recover any such damage, District 200 shall give immediate notice thereof in writing to the Park District and shall cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action shall be performed and concluded by the Park District. District 200 agrees to notify the Park District in writing by delivery to the Park District within five business days and by telephone immediately after District 200 receives any such complaint or claim. The delivery of written notification shall include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

B. Indemnity by District 200. District 200 shall indemnify, defend, and save and hold harmless the Park District and its officers, officials, volunteers, employees, and agents from any and all liability, damage, cost, expense, cause of action, suits, claims, or judgments resulting from injury to person or property of others on a Park District facility that arises out of any act or

omission of District 200, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons. The Park District agrees that, in the event any claim is asserted or any action brought to recover any such damage, the Park District shall give immediate notice thereof in writing to District 200 and shall cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action shall be performed and concluded by District 200. The Park District agrees to notify District 200 in writing by delivery to District 200 within five business days and by telephone immediately after the Park District receives any such complaint or claim. The delivery of written notification shall include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

C. Assertion of Defenses. The insurer of the District providing the indemnification shall be allowed to raise, on behalf of the indemnified District, any and all defenses statutory or common law to a claim or action that the indemnified District might have raised, including but not limited to any defense provided by the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

#### SECTION 6. ADDITIONAL AGREEMENTS AND OBLIGATIONS

The Districts have established certain additional agreements and obligations. Those additional agreements and obligations are set forth in Appendix B attached to and by this reference incorporated into this Agreement. The Districts, by written agreement, may modify the additional agreements and obligations from time to time without formal amendment of this Agreement.

#### SECTION 7. ANNUAL JOINT MEETING

The Districts shall assemble a Joint Coordinating Committee comprised of not more than two Board members and of two administrative staff members from each District to meet annually for the purpose of reviewing and evaluating the terms of this Agreement as well as the long-term and short-term capital plans of each District as those plans may have impacts on the other District. The Joint Coordinating Committee also shall review the annual capital projects of each District that may have impacts on the other District and advise the Districts whether through joint planning efforts the public benefits of those capital projects have been maximized and whether those capital projects have been planned and scheduled to the extent possible to minimize the impact of those capital projects on each District and its programs and events. Responsibility for scheduling, coordinating, and facilitating the meeting shall be the responsibility of the Park District in the even years and District 200 in the odd years.

#### SECTION 8. GENERAL PROVISIONS

A. Term. This Agreement shall be for a term commencing on the Effective Date and expiring on December 31, 2016 (the "Term").

B. Assignment Prohibited. Neither District may assign any right, privilege, duty, or responsibility established in this Agreement at any time except only with the prior written consent of the other District.



C. Termination. Either District may terminate this Agreement on 120 days written notice to the other District; provided, however, that this Agreement shall not be terminated in a manner that unreasonably interferes with the completion of a program of finite term within a Shared Facility and, if necessary, the term of this Agreement as it applies to that Shared Facility shall be extended to accommodate the conclusion of that program.

D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid only to the extent that they are actually received by the individual to whom addressed and are followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt, or (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each District shall have the right to change the address or the addressee, or both, for all future notices and communications to that District, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications shall be addressed and delivered as follows:

If to District 200:

Oak Park & River Forest  
High School District 200  
c/o \_\_\_\_\_  
201 North Scoville Avenue  
Oak Park, Illinois 60302

If to the Park District:

Park District of Oak Park  
c/o Executive Director  
218 Madison Street  
Oak Park, Illinois 60302

E. Entire Agreement. This Agreement constitutes the entire agreement between the Districts as to the matters stated in this Agreement and supersedes any and all prior agreements and negotiations between the parties related to those matters, whether written or oral.

F. Amendments and Modifications. Except as specifically provided in this Agreement for Attachments A and B, this Agreement may not be amended or modified in any way except in writing and approved and executed by District 200 and the Park District.

G. No Waiver, Enforcement. The failure by a District to insist on strict performance of any covenant, warranty, or condition or to enforce any of its rights under this Agreement in any one or more instances shall not be construed as a waiver in any subsequent instance of any such covenant, warranty, condition, or rights, but the same shall be and remain in full force and effect.

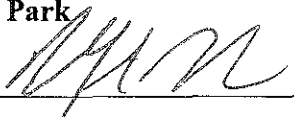
H. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Park District and District 200, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity other than the Park District and District 200 or to acknowledge, establish, or impose any legal duty to any third party.

I. Illinois Law Applies. This Agreement shall be governed by the laws of the State of Illinois.

WHEREFORE, the Districts have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Park District of Oak Park**

By:

  
\_\_\_\_\_

Printed name:

Martin J. Bracco

Title:

President, Park Board Commissioners

**Board of Education of Oak Park & River Forest  
High School District 200**

By:

  
\_\_\_\_\_

Printed name:

© TERRY FINIVEGAN

Title:

President, Board of Education OPRFHS

**APPENDIX A**  
**SHARED FACILITIES**

**Park District Parks and Facilities**

1. **Andersen Park and Center**, 824 North Hayes Avenue, at Division.
2. **Austin Gardens**, 1100 Ontario Street.
3. **Barrie Center**, 1011 Lombard Avenue.
4. **Barrie Park**, 127 Garfield Street.
5. **Carroll Park and Center**, 1125 South Kenilworth Avenue.
6. **Elizabeth F. Cheney Mansion**, 220 North Euclid Avenue.
7. **Conservatory & Conservatory Center**, 615 Garfield Street.
8. **Dole Learning Center**, 255 Augusta Street.
9. **Euclid Square**, 705 West Fillmore Street.
10. **Field Park and Center**, 935 Woodbine, at Division.
11. **Fox Park and Center**, 640 South Oak Park Avenue.
12. **Gymnastics Center**, 218 Madison Street.
13. **Lindberg Park**, on Greenfield Avenue between Marion and Woodbine.
14. **Longfellow Park and Center**, 610 South Ridgeland Avenue.
15. **Maple Park**, 1105 South Maple Street, at Harlem Avenue.
16. **Mills Park and Pleasant Home**, 217 South Home Avenue.
17. **John L. Hedges Administrative Center**, 218 Madison Street.
18. **Randolph Tot Lot**, at the intersection of Grove Avenue and Randolph Street.
19. **Rehm Pool and Park**, 515 Garfield Street
20. **Ridgeland Common Pool, Park, and Ice Rink**, 415 Lake Street, at Ridgeland Avenue.
21. **Scoville Park**, 800 Lake Street, at Oak Park Avenue.
22. **Stevenson Park and Center**, 49 Lake Street.

- 23. **Taylor Park**, 400 West Division Street, at Ridgeland Avenue.
- 24. **Wenonah Tot Lot**, at the intersection of Wenonah and Harrison Streets.

**District 200 School and Fields**

201 North Scoville  
Oak Park, IL 60302

A.	Cafeteria North	433
B.	Cafeteria South	724
C.	Cafeteria Staff	123
D.	Fields Lake Field	50
E.	Fields Linden Field	50
F.	Fields Softball Field	50
G.	Fields Stadium	300
H.	Fields Tennis Courts East	50
I.	Gym 1East	1,067
J.	Gym 1East Classroom	50
K.	Gym 1West	711
L.	Gym 3East	528
M.	Gym 3South	780
N.	Gym East Pool	50
O.	Gym East Pool Balcony	175
P.	Gym Fieldhouse	3,777
Q.	Gym Monogram Room	50
R.	Gym West Pool	50
S.	Gym West Pool Balcony	512

T.	Gym Batting Cages	50
U.	Lab-Computer 276	116
V.	Lecture Hall Rm 370	114
W.	Lecture Hall Rm 371	114
X.	Meeting Room 174 Conference	50
Y.	Theatre Auditorium	1,665
Z.	Theatre Little Theatre	351
AA.	Gym 2 East	437
BB.	Gym Fieldhouse Court	50
CC.	Gym Fieldhouse So End	50
DD.	Gym Fieldhouse Track	50
EE.	MISC. Student Center	50
FF.	MISC. Student Center Balcony	50

## APPENDIX B

### ADDITIONAL AGREEMENTS AND OBLIGATIONS

A. Joint Efforts Seeking Funding. The Park District and District 200 agree to consider filing applications for state and federal funding to finance projects of mutual interest.

B. Joint Development of Playgrounds and Tot Lots. The Park District and District 200 agree to consider jointly developing playground and tot lot areas on school property whenever this is economically feasible and mutually beneficial. Whether financially participating or not, the Park District shall act as a planning consultant on all proposed playground and tot lot development contemplated by District 200. The Park District shall also perform routine inspections of playgrounds if joint playground improvements are made.

C. Park District Resident Rates Apply. All Park District programs conducted at District 200 facilities shall be offered to District 200 residents at Park District resident rates.