

AGREEMENT

WHEREAS, THE PARK RIDGE RECREATION AND PARK DISTRICT, Cook County, Illinois, hereinafter called the “Park District”, and the COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 64, Cook County, Illinois, hereinafter called the “School District”, have cooperated for the mutual benefit of its greater community for many years; and

WHEREAS, the School District and Park District desire to set forth a written basis for their on-going cooperation with each other.

THEREFORE, BE IT AND IT IS HEREBY AGREED:

1. **Park District Use of School District Property** The School District shall generally continue to grant preferential consideration in the use of the gymnasiums, auditoriums, fields, activity rooms, and other available space in the buildings and the open playground space around said buildings plus such designated recreational facilities as ball diamonds, tennis courts and play equipment thereon during non-school hours and during summer and all school breaks at such times when not otherwise assigned by the School District, to the Park District at no rental charge so long as at least fifty percent (50%) of the participants are from the School District area. The Park District Representative will request annual use by June 15th. There will be one representative identified as contact for each agency. To eliminate possible cross-scheduling, at least 48 hour telephone, or 72 hour written notification for conflicts for available space shall be given by the Park District to the School District administration indicating the dates, estimated number of persons participating, as well as the nature, extent and hours of the use desired. To further define “assigned by the School District” it is mutually understood that the School District will allow Park District use of public school areas and gymnasiums even at times when other groups have been authorized use of buildings, as long as there are no reasonable conflicts.

2. **School District Use of Park District Property** The Park District shall generally continue to grant preferential consideration in the use of the fields and park space plus such designated recreational facilities as ball diamonds, tennis courts and play equipment thereon during school hours and at such other times when not otherwise assigned by the Park District, to the School District. The Park District will make available upon request and availability, Park District facilities for School District use for teacher enrichment trainings and student incentive days. The School District Representative will request annual use by August 15 annually. There will be one representative identified as contact for each agency. To eliminate possible cross-scheduling, at least 48 hour

telephone, or 72 hour written notification for conflicts with available space shall be given by the School District to the Park District administration indicating the dates, estimated number of persons participating, as well as the nature, extent and hours of the use desired.

3. **Supervision** There is mutual recognition that certain kinds of activities will in addition require a Building Supervisor to forestall program participants and others from entering unauthorized school areas and to otherwise protect School District property. It is agreed the Park District will provide supervision when applicable, in conjunction with its use of school buildings, grounds and/or facilities. The School District should provide adequate supervision when using Park District facilities. Both parties agree that the Park District will be responsible for paying for the School Building Supervisor on weekends. In the event there is a need for a School Custodian to work extra hours due to Park District cause (i.e. extra cleaning), Park District will be responsible to reimburse School District.

4. **Mowing** The Park District agrees to mow grass at no charge to the School District at the following schools (Roosevelt-2 acres; Field School-1 acre; Washington School-4 acres; Emerson School-7 acres; Franklin School-2 acres and Lincoln School-4 acres): at a frequency equal to Park District property mowing, subject to weather conditions. Administration of the mowing program will be conducted to the mutual satisfaction of the Superintendent of Buildings and Grounds of Park District and the School District Director of Facility Management. The Park District agrees to this service with the understanding that it is not charging the School District for seeding, grading, fuel, equipment, and facility wear and tear as long as the School District reciprocates in not charging the Park District for clerical, utility and wear and tear.

5. **Residency** Park District non-residents living within School District boundaries will have the same privileges as Park District residents when the Park District uses School District facilities.

6. **Cooperation** The School District and the Park District further agree to cooperate in all other possible areas, including but not limited to joint purchasing of supplies, equipment and services; loan of equipment and services, and special activities such as maintenance equipment & supplies.

7. **Communications** The School District and Park District agree that personnel of each Districts will meet semi-annually to review the past calendar year and activities and renewal of contract annually. The School District and Park District agree to notify each other, as soon as possible, of any upcoming construction projects on any of their respective properties. The School District will

make every effort to notify Park District by January 31st of any construction projects for the upcoming summer or as soon as possible thereafter. The Park District will be allowed to go to schools of the School District during lunch breaks, with approval by the School District Superintendent, as feasible, to promote Park District programs and advertise in electronic backpacks.

8. **Coverage, Mutual Indemnification and Hold Harmless** In the event that a Party purchases insurance from an insurance company, it shall keep in force at all times during the term of this Agreement Commercial General Liability Insurance including bodily injury, personal injury and property damage limits of not less than \$3 million per occurrence and at all times naming the other party to this agreement, its public officials, employees, volunteers and agents as additional insured.

In the event that a Party is self-insured, member of an intergovernmental pool or provides for its risk financing by a means other than commercial insurance, it shall keep in force at all times during the term of this Agreement, General Liability coverage specifically including bodily injury, personal injury and property damage limits of not less than \$3 million per occurrence and at all times naming the other party to this agreement, its public officials, employees, volunteers and agents as additional insured.

The Park District shall indemnify and hold harmless the School District, including its Board members in either their official or individual capacity, and its officers, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with any wrongful or negligent act or omission of the Park District, including its officers, officials, employees, agents, invitees, and volunteers (collectively "the Park District").

The School District shall indemnify and hold harmless the Park District, including its elected officials in either their official or individual capacity, and its officers, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), arising from or in any way

connected with any wrongful or negligent act or omission of the School District, including its officers, officials, employees, agents, invitees, students and volunteers (collectively "the School District").


9. **Entire Agreement** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. This Agreement will be reviewed annually and valid through 2015. Revisions or modifications in this Agreement shall be effective as and when mutually agreed upon by both parties in writing.

10. **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 impliedly, 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.

11. **Termination** This Agreement will remain in force upon both parties until 180 day advance written termination notice is given by either one or the other party.

Signature Page to Agreement between the PARK RIDGE RECREATION AND PARK DISTRICT and the COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 64.

Community Consolidated School District No. 64, Cook County, Illinois

By:  _____ September 10, 2012
President Date

By:  _____ September 10, 2012
Secretary Date

Park Ridge Recreation and Park District, Cook County, Illinois

By: _____
President Date

By: _____
Secretary Date