



# **PARK DISTRICT of OAK PARK**

Due to the Coronavirus outbreak, the State of Illinois enacted amendments to the Open Meeting Act that authorize public bodies to host public meetings virtually in the event of a declaration of a disaster. Park District Board President Lentz has determined that an in-person meeting of the Park District of Oak Park's Committee of the Whole Meeting scheduled for Thursday, April 8, 2021, is not practicable or prudent. Accordingly, the meeting will take place via Zoom, \*not\* on site at the Hedges Administrative Center, 218 Madison Street, at 7:30pm.

## **PARK DISTRICT OF OAK PARK Committee of the Whole Meeting Zoom Meeting**

<https://us02web.zoom.us/j/82143384199?pwd=RIExUjBQVTFsQ1NGRlpybFEExTjc1dz09>

**Thursday, April 8, 2021, 7:30pm**

### **AGENDA**

- I. Call to Order/Roll Call**
- II. Public Comment**
- III. Recreation and Facility Program Committee – Commissioner Wollmuth
  - A. Park District Citizen Committee Application – Kathleen Lorden\*
  - B. SEOPCO PACT Agreement\***
- IV. Parks and Planning Committee – Commissioner Wick
  - A. Annual Pleasant Home Foundation Update**
- V. Administration and Finance Committee – Commissioner Porreca
  - A. Park District of Oak Park 109<sup>th</sup> Birthday Update
  - B. D200/PDOP Intergovernmental Facility Use Agreement 2021-2026 First Reading\***
- VI. New Business**
- VII. Closed Session**
- VIII. Adjournment**

\* Indicates information attached.

\*\* Indicates information to be provided before or at the meeting.

Update indicates verbal report provided at meeting no materials attached

The Park District of Oak Park welcomes the opportunity to assist residents and visitors with disabilities. If you need special accommodations for this meeting, please call (708) 725-2000 or via email at [Karen.Gruszka@pdop.org](mailto:Karen.Gruszka@pdop.org).



# Memo

To: Chris Wollmuth, Chair, Recreation and Facility Program Committee  
Board of Park Commissioners

From: Jan Arnold, Executive Director

Date: March 26, 2021

Re: Park District Citizen Committee Application

---



## Statement

The Park District Citizen Committee was established in fall 2003, to oversee the development of the Comprehensive Master Plan. Since the plan's completion, the charge of the PDCC has been to oversee the implementation of the Comprehensive Master Plan and the development and ongoing review of park site plans, as well as to provide a valuable communication channel between the Park District and the citizens of Oak Park. The Mission and Guiding Principles of the Park District Citizen Committee state the committee should include 13 members.

## Discussion

There are currently 11 members on the committee. Kathleen Lorden has expressed interest in joining the Park District Citizen Committee. Kathleen is an art director and educator and a mother of two young daughters who are avid park users. She is looking forward to bringing her passion for nature, arts, and community to the PDCC and her commitment to cultural enrichment, wellness, and female empowerment.

Kathleen attended the March PDCC meeting and expressed her desire to join the committee.

## Recommendation

Staff recommend that the Park Board approve the appointment of Kathleen Lorden as a member of the Park District Citizen Committee to serve a three-year term.

Attachment: Application and Letter of Interest



# PARK DISTRICT OF OAK PARK

218 Madison Street • Oak Park, IL 60302 • (708) 725-2000 (info) • (708) 725-2301 (fax) • www.pdop.org

*In partnership with the community, we enrich lives by providing meaningful experiences through programs, parks and facilities.*

## Committee Interest Application

Thank you for your willingness to serve your community on one of our volunteer citizen's committees. The following information will assist the Park District in determining the best position for you to utilize your experience, abilities and interests.

**INSTRUCTIONS: Please complete and submit this application for review to the location listed above.**

**Committee you are interested in joining:** (please check all that apply)

- Park District Citizen Committee (PDCC)       Environmental Sustainability Advisory Committee (ESAC)  
 Active Adult Advisory Committee (AAAC)

### APPLICANT INFORMATION Please note, Oak Park residency is required to apply.

Applicant Name Kathleen Lorden

Address 1124 N. Harvey Ave

City Oak Park State IL Zip 60302

Email Address kathleenlorden@gmail.com

Daytime Phone 917.674.5151 Evening Phone 917.674.5151

Age of Applicant:     Up to 29 years     30-54 years     55 years & up

What park and public space are closest to your residence? Taylor Park

### AVAILABILITY

Please indicate your availability on a regular basis:    **CHOOSE ONE:**  Daytime     Evening     Anytime (as needed)

**CHOOSE ONE:**  Weekly     Semi-monthly     Monthly     Intermittently

### EDUCATIONAL DATA

Degrees (if any) B.S. / University of Wisconsin and M.F.A. / Art Center College of Design

Other Educational Experience Adjunct Professor at Depaul University and Columbia College Chicago

### COMMUNITY ACTIVITIES, PROFESSIONAL ORGANIZATIONS OR OTHER INTERESTS

Please list any activities you are currently involved with: platform tennis, tennis, yoga, skiing, Hope for Haitians, Girl Scouts

Please indicate how you can best be of service to the Park District of Oak Park: I would be honored to share my endless enthusiasm, extensive experience, and deep affection for arts and culture with your esteemed organization.

Applicant's Signature: Kathleen Lorden Date 2/10/21

*You are welcome to attach additional information in a resume or write on the back of this form.*



**KATHLEEN LORDEN**

February 10, 2021

President, Board of Park Commissioners  
Park District of Oak Park  
218 Madison Street  
Oak Park, IL 60302

Dear PDCC,

I am writing to express my sincere interest in being a **Park District Citizen Committee member**. As both an avid supporter of your programming and an optimistic mother of young children, I was thrilled to discover your posting.

Relocating from Los Angeles years back, I was concerned about losing access to my passions; nature, the arts, community. But through the Park District of Oak Park's invaluable resources, I've found these and even more within just steps of our home. Your beautiful parks have been a gift to my two daughters, while your distinct events have been a godsend for my husband and me. Through both of these outlets, we've been rewarded with countless memories and friendships, further strengthening the bond within our new area.

Along the way, my experience as an art director and educator has allowed me to continue to fuel this love of culture and community. It has given me the opportunity to listen to diverse perspectives, create within various mediums, and collaborate with teams around the world.

Throughout my personal and professional adventures, I've always remained committed to cultural enrichment, wellness, female empowerment, and more. I hope you will allow me to champion these causes together while building an even stronger community through what I consider to be our village's greatest asset, The Park District of Oak Park.

Thank you for your consideration.

Most Sincerely,

Kathleen Lorden



# Memo

To: Commissioner Sandy Lentz, Chair  
Recreation & Facility Program Committee

From: Maureen McCarthy, Superintendent of Recreation

Date: March 25, 2021

Re: PACT Facility Use License Agreements for 2021



---

## Statement

In 2011, the Park District of Oak Park created and introduced a Facility Use and Allocation Management Program entitled PACT, which was launched in 2012. This acronym refers to the four organizational levels within the program: Partner, Associate, Companion, and Tenant. The program is intended to establish a fair, equitable, and cost-effective system in which to manage the reservation, allocation, and use of Park District facilities by user groups and organizations requesting facility access. In 2016 the program was reviewed and in 2017 changes to the way organizations pay for space was changed to a system where fields are paid for by the hour rather than flat fees based on the number of participants.

## Discussion

All 2021 PACT applications received have been processed, and each organization has been contacted with their designated placement level based on PACT program compliance criteria. Groups classified at the Partner, Associate and Companion levels have been provided their Facility Use License Agreements for execution. Tenant level groups are not required to enter into a Facility Use License Agreement but instead receive a rental discount off normal rates for the year. Facility Use License Agreements are designed to outline the responsibilities, requirements, privileges and expectations of both the PACT participating organization and the Park District. All groups were notified that agreements are being placed before the Board for review in November. Some groups have provided executed agreements, others are still in the process of review and discussion, and some have been denied entry as a result of their inability to meet core compliance criteria. Southeast Oak Park Community Organization (SEOPCO) has requested approval for their use of Barrie Park.

## Recommendation

Staff recommends that the Board approve the SEOPCO PACT Facility Use License Agreement provided and fully executed. Staff will be in attendance at the meeting to review the PACT program application as well as to answer any questions of the Board.

**A PARTNERSHIP AGREEMENT  
BETWEEN THE PARK DISTRICT OF OAK PARK  
AND SOUTH EAST OAK PARK COMMUNITY ORGANIZATION  
FOR EXCHANGE OF USE OF PARK DISTRICT FACILITIES  
AND SOUTH EAST OAK PARK COMMUNITY ORGANIZATION  
VOLUNTEER SUPPORT SERVICES**

THIS AGREEMENT (this "*Agreement*") is made and entered into as of January 1, 2021, (the "*Effective Date*") between the Park District of Oak Park, an Illinois park district, (the "*Park District*") and South East Oak Park Community Organization ("*SEOPCO*).

WHEREAS, the Park District has a program called PACT. (Partner, Associate, Companion, Tenant) for the efficient, cost-effective, and fair allocation and scheduling of its facilities among many organizations and for the sharing of facilities with certain partners.

WHEREAS, SEOPCO and the Park District desire to exchange volunteer services from SEOPCO and facilities use from the Park District.

NOW, THEREFORE, the Park District and SEOPCO agree as follows:

**Section 1. Exchange of Facilities Use and Volunteer Services**

The Park District will allow SEOPCO to use certain of the Park District's play fields and buildings ("*PD Facilities*") at certain times, as stated in Appendix A attached to and by this reference incorporated into this Agreement ("*Approved Uses*"), and SEOPCO will provide volunteer support services to the Park District as stated in Appendix A ("*Volunteer Support Services*"). The Park District and SEOPCO may modify the Approved Uses of PD Facilities and the Volunteer Support Services from time to time in writing, without formal amendment of this Agreement.

**Section 2. SEOPCO Requests for Additional Use of PD Facilities**

A. Requests. The Park District deadline for Spring/Summer requests is December 31, 2021 and for the Fall the deadline is May 1, 2021. Requests can be made by email to [Peggy.Vogt@pdop.org](mailto:Peggy.Vogt@pdop.org) Recreation Department Assistant.

B. Cancellation of Approved Event. The Park District may need to postpone or cancel an approved use by SEOPCO of a play field. The Park District will endeavor not to postpone or cancel the Approved Use and will give 72-hours written notice or, if 72-hours written notice is impractical, then as much advance notice as possible of a postponement or cancellation. The Park District will cooperate with SEOPCO to relocate or reschedule the affected Approved Use.

**Section 3. General Standards for Facilities Use**

A. Compliance with Policies, Ordinances, and Procedures. SEOPCO and its staff must comply with all applicable Park District Rules and Regulations when using a Park District Facility.

B. Room or Play Field Set-Up. SEOPCO may be required to assist with the set up of a PD Facility (such as room preparation and clean-up). The Park District will provide for normal maintenance and custodial services.

C. Clean-Up of Debris. SEOPCO must clean up all litter and debris generated as a result of its use of a PD Facility.

D. Reasonable Care. SEOPCO must take reasonable care to prevent damage to, or unusual wear and tear to, PD Facilities, including damage or unusual wear and tear to play fields, furnishings, and equipment.

E. Repairs. SEOPCO will be responsible for the repair of any damage or unusual wear and tear to a PD Facility.

#### **Section 4. General Liability Insurance**

A. General Standard. SEOPCO must provide standard insurance coverage for its activities. The Park District will maintain its standard property and casualty insurance coverage.

#### **Section 5. Indemnity**

SEOPCO will indemnify 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 PD Facility that arises out of any act or omission of SEOPCO, including its staff, officials, volunteers, agents, invitees, guests, and contractors. The Park District agrees that, in the event any claim is asserted or any action brought to recover any such damage, the Park District will give prompt notice thereof in writing to SEOPCO and will cooperate in the investigation and defense of any such claim or action.

#### **Section 6. General Provisions**

A. Term. This Agreement is for a term commencing on the Effective Date and expiring on December 31, 2021 (the "*Term*"). The parties may extend the Term one or more times for a total length of time not exceeding two additional years, by signing a written determination to do so at any time before the expiration of the current Term.

B. Termination. Either party may terminate this Agreement on 120 days written notice to the other party.

C. Notice. Any notice or communication required or permitted to be given under this Agreement must be in writing and shall be delivered (i) personally, (ii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iii) by facsimile. By notice complying with the requirements of this Section, each party may change the address or the addressee, both, for all future notices and communications to that District, but no notice of change of addressee or address shall be effective until actually received. Notices and communications shall be addressed and delivered as follows:

If to SEOPCO:  
Jim Peterson  
SEOPCO  
1152 S. Lombard  
Oak Park, Illinois 60304

If to the Park District:  
Park District of Oak Park  
c/o Executive Director  
218 Madison Street  
Oak Park, Illinois 60302

D. Entire Agreement. This Agreement constitutes the entire agreement between the parties 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.

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

F. No Waiver, Enforcement. The failure by a party to insist on strict performance of any covenant, warranty, or condition or to enforce any of its rights under this Agreement in any instance may not be construed as a waiver in any subsequent insistence on strict performance or enforcement.

G. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Park District and SEOPCO, and nothing in this Agreement is intended to provide any right or benefit of any kind whatsoever to any person or entity other than the Park District and SEOPCO.

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

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

**Park District of Oak Park**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

**South East Oak Park Community Organization**

By: Jim Peterson Date: 3/15/21  
Printed name: Jim Peterson  
Title: Treasurer



## APPENDIX A

### SHARED FACILITIES AND VOLUNTEER SUPPORT SERVICES

#### PCO Use of PD Facilities & Parks

Use of *Barrie Park* to conduct *BarrieFest* on a Saturday in September between the hours of 11am and 6pm. Date for 2021 should be submitted to PDOP by April 30, 2021.

Park District will:

- Provide a contact person to meet with SEOPCO upon request and to assist in coordinating logistics needed.
- Provide waste receptacles and a crew to collect trash as required throughout the duration of the event.
- Attempt to accommodate changes to the identified schedule and date based upon availability.

PCO will:

- Assure that an adult coordinator is declared and available to the Park District and on-site for the duration of the event
- Provide additional volunteers as needed to facilitate all elements of the event
- Will leave entire site and center in the same condition as found
- Will assure that any cancellation of use or significant schedule change is communicated in advance of use.

#### PCO Financial, Promotional and Volunteer Support Services

Park District will:

- Provide the projection system, screen to show a film (title to be selected by SEOPCO.) SEOPCO is responsible for paying appropriate fees to company they order the movie from in compliance with copyright guidelines.

PCO will:

- Provide no fewer than two (2) volunteers, to be present from two (2) hours prior to the event until one (1) hour after its completion, to assist in setting up and tearing down equipment to show the film.
- Provide adult supervision throughout the entire duration of the event.
- Provide publicity for Park District classes and events through SEOPCO's website .

# Memo



**To:** Commissioner Vic Guarino, Chair, Buildings and Grounds Committee  
Board of Park Commissioners

**From:** Jan Arnold, Executive Director

**Date:** March 26, 2021

**Re:** D200/PDOP 2021-2026 Intergovernmental Agreement – First Reading

---

## Statement

There has been a tradition of excellent cooperation between School District 200 and the Park District of Oak Park and we desire to continue and to enhance that tradition. In order to best continue this tradition of cooperation, the Intergovernmental Partnering Agreement has been revised and reviewed by both Chief Executives. The Intergovernmental Agreement (IGA) between the Park District of Oak Park and Oak Park River Forest School District 200 is a joint agreement for shared use of facilities and cooperative planning.

Although the stated missions of the Park District and District 200 have varied focuses, public investment in our facilities creates a mutually beneficial environment to provide quality recreation and education for all the residents. Since D200 also includes residents of River Forest, the agreement once again identifies any River Forest resident that participate in a program offered by the PDOP when utilizing D200 facilities will be charged the resident amount versus the non-resident fee.

## Discussion

The District executives met and reviewed the current, 2017-2021 agreement. Additionally, each executive met with key District staff to ensure both agencies were satisfied with the language and implementation of use of facilities. The only change to the existing agreement is:

- District 200 shall pay \$1 per hour usage fee for maintenance of Ridgeland fields and ice rink

The Intergovernmental Agreement is an effort to strive to afford every opportunity within financial limits to plan, acquire, develop, operate, coordinate, use, maintain open spaces, recreational, educational resources, and to provide leadership for the responsible and responsive use of community resources. The \$1 fee is to offset expense for skate sharpening, ice makes, and assist in replacement cost for RCRC turf.

## Recommendation

Staff recommends the Board of Commissioners review the attached first draft of the D200/PDOP 2021-2026 Intergovernmental Agreement for shared use of facilities and cooperative planning.

Attachment: D200/PDOP 2021-2026 IGA

**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**

**May 1, 2021 – April 30, 2026**

## 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 enrich lives by providing meaningful experiences through programs, parks and facilities.” 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: “provides a dynamic, supportive learning environment that cultivates knowledge, skills, and character and strives for equality and excellence for all students.”

### 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 \_\_\_\_ day of April 2021 (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. A request for use must be signed by the Principal or Athletic Director if District 200 is the requesting District or by the Executive Director if District 200 is the requesting District or by the Executive Director or Assistant Superintendent of Recreation if the Park District is the requesting District.

B. Responses to Requests. Each District shall endeavor to respond promptly to a request, and shall respond to a request in writing within 10 working days after receipt unless extraordinary circumstances prevent it.

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.

Desire to minimize out of pocket expenses for both agencies and therefore, both should look for opportunities for supervision and custodial duties to be administered by user groups thus reducing exchange of funds.

(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. **The only exception would be that District 200 shall pay \$1 per hour usage fee for maintenance of Ridgeland fields and ice rink.**

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 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 April 30, 2026 (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 a 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: \_\_\_\_\_  
Title: President Park Board Commissioners

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

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: President D200 Board Commissioners

## **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. 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.