



# PARK DISTRICT of OAK PARK

**PARK DISTRICT OF OAK PARK  
Committee of the Whole Meeting  
Hedges Administrative Center  
218 Madison Street, Oak Park, Illinois 60302**

**Thursday, December 1, 2022 at 7:30pm**

## **AGENDA**

- I. Call to Order/Roll Call**
- II. Public Comment**  
*Each person is limited to three minutes. The Board may set a limit on the total amount of time allocated to public comments.*
- III. Recreation and Facility Program Committee – Commissioner Wollmuth**
  - A. PACT Facility Use License Agreements for 2023\*
- IV. Parks and Planning Committee – Commissioner Worley-Hood**
- V. Administration and Finance Committee – Commissioner Wick**
  - A. Active Adult Advisory Committee (AAAC) Update
  - B. Cleaning Contract Update
  - C. 2023 Board Action Calendar\*
  - D. Letter to WSSRA of Appointment of Representatives\*
  - E. Bi-Annual Review of Executive Session Minutes\*
- VI. New Business**
- VII. Closed Session**
- VIII. Adjournment**

\* Indicates information attached.

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

Update/Recap 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) 725-2017 or via email at [Edith.Wood@pdop.org](mailto:Edith.Wood@pdop.org).

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



## **PACT Facility Use License Agreements for 2023**

**Park District of Oak Park**

218 Madison Street ▪ Oak Park, Illinois 60302 ▪ ph: (708) 725-2000 ▪ fx: (708) 383-5702 ▪ [www.pdop.org](http://www.pdop.org)



# PARK DISTRICT of OAK PARK

## Memo

To: Commissioner Chris Wollmuth, Chair  
Recreation & Facility Program Committee

From: Maureen McCarthy, Superintendent of Recreation

Date: November 16, 2022

Re: PACT Facility Use License Agreements for 2023



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### 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 2023 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 December. 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. Please see the following information which identifies the organizations that applied and are eligible for the PACT program along with their placement level and status. As a result, most but not all PACT agreements are ready for Park Board consideration.

<u>In Packet</u>	<u>Classification</u>	<u>Agreement Length</u>
Ascension	Partner	2023
AYSO	Associate	2023-2025
East Ave Lacrosse	Companion	2023-2025
Chicago Edge	Companion	2023-2025
Fenwick High School	Partner	2023
OPRF Alliance	Companion	2023-2025
OPRF Ultimate	Companion	2023-2025
OPRF Youth Football	Companion	2023-2025
OPYBS/Falcons/Eagles	Associate/Companion	2023-2025
Pony	Companion	2023-2025
SEOPCO	Partner	2023
St. Giles	Partner	2023
Troop 4020	Partner	2023
Windmills	Tenant	2023

### Recommendation

Staff recommends that the Board approve all the PACT Facility Use License Agreements provided and fully executed. Staff will be in attendance at the meeting to review the PACT program applications, level classifications and proposed agreements as well as to answer any questions of the Board.

*Attachment: PACT Agreements*

**A PARTNERSHIP AGREEMENT  
BETWEEN THE PARK DISTRICT OF OAK PARK  
AND ASCENSION PARISH AND SCHOOL  
FOR SHARED USE OF FACILITIES AND SUPPORTING SERVICES**

THIS AGREEMENT (the “*Agreement*”) is made and entered into as of January 1, 2023 (the “*Effective Date*”) between the Park District of Oak Park, an Illinois park district, (the “*Park District*”) and Ascension Parish and School of the Catholic Bishop of Chicago, an Illinois corporation (“*Ascension*”);

WHEREAS, the Park District has a program through which it partners with other Oak Park organizations to share facilities and services; and

WHEREAS, Ascension and the Park District desire to enter as partners into this Agreement for the sharing of certain facilities for their programs;

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

**SECTION 1. SHARED FACILITIES AND SERVICES**

The Park District will share certain of its play fields with Ascension as stated in Appendix A attached to and by this reference incorporated into this Agreement, and Ascension will share certain gymnasium and other space at its school building with the Park District also as stated in Appendix A (each a “*Shared Facility*” and collectively the “*Shared Facilities*”). The Park District and Ascension may modify the list of Shared Facilities from time to time in writing, without formal amendment of this Agreement.

**SECTION 2. USE OF SHARED FACILITIES**

A. Requests in Writing. The Park District and Ascension each may use the other’s Shared Facilities as stated in Appendix A. In addition, each party may request from time to time, in writing, additional use of a Shared Facility of the other party (an “*Additional Use*”).

B. Responses to Requests. All requests shall be answered in writing within 10 working days after receipt. A host party may decline a request for an Additional Use at its discretion, but the parties will endeavor to allow an Additional Use whenever reasonably possible.

C. Cancellation of Approved Event or Program. The host party will endeavor not to cancel or postpone the use by the guest party of a Shared Facility that is stated in Appendix A or that has been approved as an Additional Use. The host party, in the case of a conflict or other circumstance that cannot reasonably be resolved, may cancel or postpone the guest party’s use of a Shared Facility on 72-hours written notice or, if 72-hours written notice is impractical, then as much advance notice as possible. The host party will cooperate with the guest party to relocate or reschedule the affected program.

D. Compliance with Policies, Ordinances, and Procedures. The guest party and its staff members and participants must comply with all applicable rules and policies of the host party relating to conduct and use of the Shared Facility.

E. Normal Maintenance. Each party will undertake all normal and routine maintenance of its own facilities at no cost to the guest party. In the case of the Park District's play fields, the Park District will undertake routine maintenance. Ascension will perform some routine tasks relating to the use of the play fields, such as equipment setup if any, and other similar preparation for play.

F. Clean-Up of Debris. The guest party is responsible for cleaning up litter and debris generated as a direct result of the guest party's use of a Shared Facility. Ascension must adopt and follow sound environmental practices, including, among other measures, encouraging use of reusable water and juice containers and other waste reduction measures and proper disposal of recyclable products. The Park District also expects support and communication to your participants of the Carry In – Carry Out program to reduce waste in the parks.

G. Reasonable Care. Each time a guest party uses a Shared Facility, the guest party will 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.

H. Repairs. The guest party will promptly repair at its expense, or pay the host party for the repair, of any damage or unusual wear and tear to a Shared Facility, including without limitation turf, materials, and equipment, caused by the guest party's use, which repair will be undertaken at a time and in a manner agreed to by the parties. Ascension will not be responsible for large-scale re-sodding of a play field but may be responsible for replacing portions of sod on a play field if the sod is severely damaged from misuse, abuse, or other extraordinary activity conducted by Ascension.

I. Responsibility for Own Personnel. Each party 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. GENERAL LIABILITY INSURANCE

A. General Standard. Each party will provide its standard insurance coverage for its facilities. Each guest party will 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 party.

B. Commercial General Liability Insurance. Each party will keep in force commercial general liability insurance specifically including bodily injury, personal injury and property damage with limits of not less than \$1,000,000 per occurrence, written on an occurrence basis and times naming the other party as an additional insured.

C. Certificates of Insurance; Notice. Each party will furnish to the other party certificates and endorsements, 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.

## SECTION 4. INDEMNITY

A. Indemnity by Park District. The Park District will indemnify, defend, and save and hold harmless Ascension 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 Ascension facility that arises out of any act or omission of the Park District, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons occurring or alleged to have occurred in whole or in part in connection with the use of the Shared Facilities or services described herein. Ascension agrees that, in the event any claim is asserted or any action brought to recover any such damage, Ascension will give immediate notice thereof in writing to the Park District and will cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action will be performed and concluded by the Park District, except that Ascension shall approve the terms of the settlement, which approval shall not be unreasonable withheld. Ascension agrees to notify the Park District in writing within five business days and by telephone immediately after Ascension receives any such complaint or claim. The delivery of written notification will 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 Ascension. Ascension will 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 Ascension, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons occurring or alleged to have occurred in whole or in part in connection with the use of the Shared Facilities or services described herein. 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 immediate notice thereof in writing to Ascension and will cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action will be performed and concluded by Ascension, except that Ascension shall approve the terms of the settlement, which approval shall not be unreasonable withheld. The Park District agrees to notify Ascension in writing within five business days and by telephone immediately after the Park District receives any such complaint or claim. The delivery of written notification will 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 party providing the indemnification will be allowed to raise, on behalf of the indemnified party, any and all defenses statutory or common law to a claim or action that the indemnified party 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 5. GENERAL PROVISIONS

A. Term. This Agreement is a term commencing on the Effective Date and expiring on December 31, 2023 (the “*Term*”). The parties may extend the Term of this Agreement 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. Assignment Prohibited. Neither party 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 party.

C. Termination. Either party may terminate this Agreement on 120 days written notice to the other party, except that this Agreement may 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 will 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. Each party may change the address or the addressee, or both, for all future notices and communications to that party, 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 Ascension:

Ascension School  
601 Van Buren Street  
Oak Park, Illinois 60304  
Attn: Principal

If to the Park District:

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

With copies to:

Ascension School  
601 Van Buren Street  
Oak Park, Illinois 60304  
Attn: Pastor

The Archdiocese of Chicago  
835 North Rush Street  
Chicago, Illinois 60611  
Attention: Office of Legal Services

E. 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.



F. 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 Ascension

G. 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.

H. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Park District and Ascension, 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 Ascension.

I. No Agency or Partnership. Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any association between the parties other than the sharing of space and services as specifically described herein.

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

WHEREFORE, the Park District and Ascension 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: \_\_\_\_\_

**The Catholic Bishop of Chicago**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed name: Eric Wollan  
Title: Director of Capital Assets

Acknowledged by:  
\_\_\_\_\_  
Father Carl Morello  
Ascension Parish

## APPENDIX A

### SHARED FACILITIES AND SUPPORTING SERVICES

#### Park District of Oak Park Facilities and Services

Total number of hours to be determined – eligible for three (3) hours of field space for every one (1) hour of gym space provided to PDOP.

Park: Park access for school picnic  
No inflatables or food vendors are allowed on park property.

Soccer Field: Soccer field for school soccer program

The Park District will attempt to accommodate changes to the identified schedule and dates based upon availability.

Park District will:  
Line fields and provide goals for games

Ascension will:

- Examine playfield and equipment before use to assure safe conditions
- Report poor conditions to the Park District
- Communication to your participants of the Carry In – Carry Out program to reduce waste in the parks.
- Communication regarding weather conditions to their coaches/participants/volunteers.

#### Ascension School Facilities and Services

Ascension Gymnasium  
TBD

Additional gym space T.B.D. for every hour of agreed upon gym space used by PDOP  
Ascension will receive three hours of outdoor space

Ascension School will attempt to accommodate changes to the identified schedule and dates based upon availability.

Park District will:

- Provide contact information for staff assigned to use and manage activities in school facilities
- Report any concerns and unsafe conditions in advance of use
- Leave the facility in the same condition as found

Ascension will:

- Provide a location to temporarily store sports equipment
- Cover any staffing and associated fees to help Park District patrons gain facility access or to monitor facility

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# PARK DISTRICT OF OAK PARK

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## FACILITIES USE LICENSE AGREEMENT WITH OAK PARK AYSO ORGANIZATION

This Facilities Use License Agreement ("*License Agreement*") is entered into between the Park District of Oak Park (the "*Park District*") and Oak Park AYSO (the "OPAYSO");

WHEREAS, the Park District owns and operates parks, recreation centers, and related facilities (collectively the "*Facilities*") for the residents of the Village of Oak Park and maintains coordinated schedules for the use of the Facilities; and

WHEREAS, OPAYSO is one of the organizations that use the Facilities; and

WHEREAS, the Park District has established a Facilities use and allocation management program called PACT (Partner, Associate, Companion, Tenant) for the efficient, cost-effective, fair allocation and scheduling of the Facilities among those organizations; and

WHEREAS, OPAYSO desires to use certain Facilities for its programs, which are described in this License Agreement; and

WHEREAS, the Park District and OPAYSO desire to enter into this Agreement to set forth the responsibilities, requirements, expectations of the parties related to the OPAYSO's use of the Facilities;

NOW, THEREFORE, it is agreed by the Park District and OPAYSO as follows:

### **I. Grant of License for Authorized Use**

The Park District hereby grants to the OPAYSO a temporary license (the "*License*") for the purpose of allowing the OPAYSO to conduct the following:

Classification:	Associate
Approved Facilities:	Park District managed facilities & athletic fields
Nature of use:	Soccer practices, games, meetings & registrations
Times of Use:	Fields without lights are sunrise to sunset with permit Fields with lights are sunrise until the auto-timed lights turn off Facilities with permit
Special Features:	Bathrooms may close after 10/31 due to weather conditions

These terms constitute the "*Authorized Use*" and the License is for the Authorized Use only.

## II. Term of License; Termination

The License is for a term commencing on January 1, 2023 and expiring on December 31, 2025 (the “*License Term*”). The Park District, at its discretion for cause, may terminate the License at any time on seven days prior written notice by the Park District to the OPAYSO, or at any time, with or without advance notice, in the event of an unforeseen emergency. For purposes of this agreement, “cause” means, among other things, noncompliance by OPAYSO of any of its obligations hereunder that has not been cured within 30 days after the Park District gives written notice to OPAYSO of the noncompliance. On termination of the License, all use of the Approved Facilities by the OPAYSO must be discontinued immediately. The termination of the License will not terminate the duties and responsibilities of the OPAYSO to repair and restore damaged property and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Agreement.

## III. Eligible Hours and Pricing Schedule

OPAYSO’s number of participants x 3 equals the number of hours that OPAYSO is eligible. OPAYSO understands that they are unlikely to receive the total amount of eligible hours due to limited field space and maximum participants throughout the community.

### A. Pricing Schedule:

Eligible Hours:       2023 - \$8 per hour  
                              2024 - \$9 per hour  
                              2025 - \$10 per hour

Community Center:   40% Discount

Over Time Hours:     Any permitted hours in excess of eligible hours will be billed at:

2023   \$16 per hour  
2024   \$18 per hour  
2025   \$20 per hour

B. Number of Participants; Payment of Invoice. The OPAYSO will give an estimated number of participants when submitting the PACT Application and again if numbers significantly change at the time of Spring/Summer field requests and/or Fall field requests. The OPAYSO will pay the billed invoice amount in full within 45 days after receipt from the Park District. The failure of the Park District to provide an invoice will not under any circumstances relieve the OPAYSO of its duty to pay for their permitted hours.

## IV. Bond

For this License, there is no bond required from the OPAYSO. A bond may be required for any extended, renewed, or new license.

## V. Insurance

During the License Term, the OPAYSO shall provide commercial general liability (“*CGL*”) insurance with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. The Park District must be included as an insured under the CGL insurance policy, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage. OPAYSO represents and warrants it uses no owned vehicles in connection with its utilization of the Parks. If OPAYSO at any time uses a vehicle in connection with its use of the Approved Facilities, then OPAYSO must provide, in advance, motor vehicle insurance coverage not less than \$1,000,000. The Park District must be named as an additional insured under the motor vehicle insurance policy. The OPAYSO must file proof of all required insurance coverage with the Park District prior to commencement of the Authorized Use.

## **VI. Coach/Volunteer Background Checks**

Before a coach/volunteer may participate in the Approved Use or in any other capacity with the OPAYSO using Park District Facilities, that coach/volunteer must undergo a Criminal Background Check ("CBC".) The failure of the OPAYSO to comply with the provisions of this Subsection VI may disqualify the OPAYSO from engaging in the Authorized Use. A CBC must be completed for a coach/volunteer every two years. The OPAYSO must keep a list of all its coaches/volunteers and the date on which the CBC was completed for each coach/volunteer, and prohibit a coach/volunteer from participating in the Approved Use or in any other capacity with the OPAYSO using any Park District Facilities until a CBC has been completed and cleared for that coach/volunteer.

A. Background Checks Conducted By OPAYSO. Prior to the commencement of the Approved Use, the OPAYSO must provide to the Park District, for Park District approval, an affidavit signed by an authorized OPAYSO representative that all their coaches/volunteers have completed a CBC.

B. Background Checks Conducted through the Park District Background Check System. If OPAYSO chooses to go through the Park District's online CBC for their coaches/volunteers, the coach/volunteer needs to visit the Park District's website at [www.pdop.org/volunteer](http://www.pdop.org/volunteer) to fill out the form. OPAYSO will need to submit a list of the coaches/volunteers that will be conducting their CBC through the Park District to the Park District prior to the coach/volunteer submitting their background check. The Park District will get notification if a coach/volunteer does not clear the CBC and will notify OPAYSO. OPAYSO will be charged the same fee for each CBC that the Park District is charged; at this time the fee per CBC is \$9.95. Failure of a coach/volunteer to properly complete the CBC form disqualifies the coach/volunteer from participating in the Authorized Use.

## **VII. Park District Services**

The Park District will endeavor to provide the following for the OPAYSO:

- A staff member or elected official to serve as a liaison to the OPAYSO and who will endeavor to attend OPAYSO board meetings if requested.
- Limited publicity in the form of organization contact information in Park District Program Brochures and on the Park District's website.
- The opportunity to post organization registration information signs at Facilities designated in advance by the Park District for time period designated by the Park District.
- The opportunity to advertise in the Park District's program brochures at rates set by the Park District.
- Access to bathrooms in community centers during times in which activities are customarily scheduled.
- Preference for scheduling of the Authorized Use in accordance with the Park District's PACT Policies.
- Use of Park District Facilities for annual registration and meeting opportunities, based on availability.
- Park District will line, maintain fields and be responsible for setting up and placing goals for games only.

## **VIII. OPAYSO Additional Responsibilities**

The OPAYSO will comply with the following:

- Educating and enforcing coaches, players, volunteers and spectators on the Park District of Oak Park's Code of Conduct which can be found at [www.pdop.org/programs/youth](http://www.pdop.org/programs/youth)

- In all of its services and programs, comply with the standards and requirements of the Americans with Disabilities Act, the Civil Rights Act of 1964 and the Illinois Human Rights Act. OPAYSO will not discriminate on the basis of race, religion, sexual orientation, national origin or any other recognized protected class.
- Maintain a sound, functioning board that meets on a regular basis.
- Provide a representative to attend meetings of the Park District's Board of Commissioners as requested by the Park District.
- File annually a copy of their governing by-laws and proof of their status as Sec 501(C)(3) not for profit organization.
- Maintain its own financial accounts and forbid everyone within the OPAYSO from incurring any expense for or in the name of the Park District.
- Forbid everyone within the OPAYSO from making representations or commitments for or on behalf of the Park District
- File an Incident Report with the Park District immediately after the incident occurs if the incident was caused by or arose related to a Park District Facilities or an action taken by the Park District.
- Upon request, provide financial scholarship information and where this scholarship information is distributed for community awareness.
- Upon request, provide annual financial reports and written minutes.
- OPAYSO is solely responsible for any and all supervision associated with its use of the Facilities.
- Conduct all of its activities safely and properly and maintain the Approved Facilities in a safe condition during each Authorized Use.
- Immediately alert the Park District of any damage made to Facilities. OPAYSO will be responsible for any damage done to Facilities beyond normal wear and tear and shall fully and promptly reimburse Park District for all costs/expenses incurred.
- OPAYSO shall defend, indemnify and hold harmless Park District, it's officials, officers, employees, volunteers and agents against any and all losses and expenses (including reasonable attorneys' fees,) claims, costs, causes of action, damage to property, arising out of or in consequence of the Agreement, but only to the extent such injuries of damages arise out of any act or omission of OPAYSO, including OPAYSO's officers, officials, employees, volunteers, agents, contractors, team participants, guests and invitees.
- Determine whether the grounds are safe, suitable and appropriate for any of its intended activities and inspect the property prior to each use to determine the suitability of the Facilities for any contemplated use and identify any potential safety hazards or dangerous conditions immediately.
- Adhere to all safety programs and standards set by the Park District while on the Facilities.
- Alcohol and/or illegal drugs are not permitted at any time during the Approved Use.
- Adhere to all Park District policies and directives related to use of wet fields.
- OPAYSO is responsible for conveying to their coaches/volunteers/players regarding severe weather conditions.

- OPAYSO understands and agrees that the Park District does not assume care, custody or control of any personal property or equipment brought on the Facilities. Park District does not assume liability for property lost, damaged or stolen on Facilities.
- Prior to the first day of OPAYSO's permits, all permits that OPAYSO does not need must be given back to the Park District. Failure to give back permits prior to start of season will result in payment of said permits.
- Report to the Park District Weather Related Cancellations within one week of weather event. Weather events reported later than one week after said event will result in OPAYSO being responsible for payment of those permits.
- There are no rainouts on the turf fields which includes Brooks Middle School, Irving Elementary School, Julian Middle School and Ridgeland Commons.

**IX. Carry In/Carry Out**

OPAYSO will comply with The Park District's Greening Advisory Committee Carry In/Carry Out Program to reduce trash, keep parks clean, increase environmental awareness and stewardship. OPAYSO will carry out what they carry in to the Facilities.

**X. Specific Terms of Agreement**

This Agreement includes the Specific Terms of Agreement.

WHEREFORE, the Park District and the OPAYSO have caused this License Agreement to be executed by authorized representatives.

**PARK DISTRICT OF OAK PARK**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 President

**OAK PARK AYSO**

By:  \_\_\_\_\_ Date: 11/14/22

Printed name: Thomas Howe

Title: Regional Commissioner

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# PARK DISTRICT OF OAK PARK

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## FACILITIES USE LICENSE AGREEMENT WITH EAST AVE LACROSSE ORGANIZATION

This Facilities Use License Agreement ("*License Agreement*") is entered into between the Park District of Oak Park (the "*Park District*") East Ave Lacrosse (the "*EAL*");

WHEREAS, the Park District owns and operates parks, recreation centers, and related facilities (collectively the "*Facilities*") for the residents of the Village of Oak Park and maintains coordinated schedules for the use of the Facilities; and

WHEREAS, EAL is one of the organizations that use the Facilities; and

WHEREAS, the Park District has established a Facilities use and allocation management program called PACT (Partner, Associate, Companion, Tenant) for the efficient, cost-effective, fair allocation and scheduling of the Facilities among those organizations; and

WHEREAS, EAL desires to use certain Facilities for its programs, which are described in this License Agreement; and

WHEREAS, the Park District and EAL desire to enter into this Agreement to set forth the responsibilities, requirements, expectations of the parties related to the EAL's use of the Facilities;

NOW, THEREFORE, it is agreed by the Park District and EAL as follows:

### I. Grant of License for Authorized Use

The Park District hereby grants to the EAL a temporary license (the "*License*") for the purpose of allowing the EAL to conduct the following:

Classification:	Companion
Approved Facilities:	Park District managed facilities & athletic fields
Nature of use:	Soccer practices, games, meetings & registrations
Times of Use:	Fields without lights are sunrise to sunset with permit Fields with lights are sunrise until the auto-timed lights turn off Facilities with permit
Special Features:	Bathrooms may close after 10/31 due to weather conditions

These terms constitute the "*Authorized Use*" and the License is for the Authorized Use only.

### II. Term of License; Termination

The License is for a term commencing on January 1, 2023 and expiring on December 31, 2025 (the "*License Term*"). The Park District, at its discretion for cause, may terminate the License at any time on seven days prior



written notice by the Park District to the EAL, or at any time, with or without advance notice, in the event of an unforeseen emergency. For purposes of this agreement, "cause" means, among other things, noncompliance by EAL of any of its obligations hereunder that has not been cured within 30 days after the Park District gives written notice to EAL of the noncompliance. On termination of the License, all use of the Approved Facilities by the EAL must be discontinued immediately. The termination of the License will not terminate the duties and responsibilities of the EAL to repair and restore damaged property and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Agreement.

**III. Eligible Hours and Pricing Schedule**

EAL's number of participants x 3 equals the number of hours that EAL is eligible. EAL understands that they are unlikely to receive the total amount of eligible hours due to limited field space and maximum participants throughout the community.

A. Pricing Schedule:

Eligible Hours: 2023 - \$11 per hour  
2024 - \$12 per hour  
2025 - \$13 per hour

Community Center: 40% Discount

Over Time Hours: Any permitted hours in excess of eligible hours will be billed at:

2023 \$22 per hour  
2024 \$24 per hour  
2025 \$26 per hour

B. Number of Participants; Payment of Invoice. The EAL will give an estimated number of participants when submitting the PACT Application and again if numbers significantly change at the time of Spring/Summer field requests and/or Fall field requests. The EAL will pay the billed invoice amount in full within 45 days after receipt from the Park District. The failure of the Park District to provide an invoice will not under any circumstances relieve the EAL of its duty to pay for their permitted hours.

**IV. Bond**

For this License, there is no bond required from the EAL. A bond may be required for any extended, renewed, or new license.

**V. Insurance**

During the License Term, the EAL shall provide commercial general liability ("CGL") insurance with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. The Park District must be included as an insured under the CGL insurance policy, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage. EAL represents and warrants it uses no owned vehicles in connection with its utilization of the Parks. If EAL at any time uses a vehicle in connection with its use of the Approved Facilities, then EAL must provide, in advance, motor vehicle insurance coverage not less than \$1,000,000. The Park District must be named as an additional insured under the motor vehicle insurance policy. The EAL must file proof of all required insurance coverage with the Park District prior to commencement of the Authorized Use.

**VI. Coach/Volunteer Background Checks**

Before a coach/volunteer may participate in the Approved Use or in any other capacity with the EAL using Park District Facilities, that coach/volunteer must undergo a Criminal Background Check ("CBC".) The failure of the EAL

to comply with the provisions of this Subsection VI may disqualify the EAL from engaging in the Authorized Use. A CBC must be completed for a coach/volunteer every two years. The EAL must keep a list of all its coaches/volunteers and the date on which the CBC was completed for each coach/volunteer, and prohibit a coach/volunteer from participating in the Approved Use or in any other capacity with the EAL using any Park District Facilities until a CBC has been completed and cleared for that coach/volunteer.

A. Background Checks Conducted By EAL. Prior to the commencement of the Approved Use, the EAL must provide to the Park District, for Park District approval, an affidavit signed by an authorized EAL representative that all their coaches/volunteers have completed a CBC.

B. Background Checks Conducted through the Park District Background Check System. If EAL chooses to go through the Park District's online CBC for their coaches/volunteers, the coach/volunteer needs to visit the Park District's website at [www.pdop.org/volunteer](http://www.pdop.org/volunteer) to fill out the form. EAL will need to submit a list of the coaches/volunteers that will be conducting their CBC through the Park District to the Park District prior to the coach/volunteer submitting their background check. The Park District will get notification if a coach/volunteer does not clear the CBC and will notify EAL. EAL will be charged the same fee for each CBC that the Park District is charged; at this time the fee per CBC is \$9.95. Failure of a coach/volunteer to properly complete the CBC form disqualifies the coach/volunteer from participating in the Authorized Use.

## **VII. Park District Services**

The Park District will endeavor to provide the following for the EAL:

- A staff member or elected official to serve as a liaison to the EAL and who will endeavor to attend EAL board meetings if requested.
- Limited publicity in the form of organization contact information in Park District Program Brochures and on the Park District's website.
- The opportunity to post organization registration information signs at Facilities designated in advance by the Park District for time period designated by the Park District.
- The opportunity to advertise in the Park District's program brochures at rates set by the Park District.
- Access to bathrooms in community centers during times in which activities are customarily scheduled.
- Preference for scheduling of the Authorized Use in accordance with the Park District's PACT Policies.
- Use of Park District Facilities for annual registration and meeting opportunities, based on availability.
- Park District will line, maintain fields and be responsible for setting up and placing goals for games only.

## **VIII. EAL Additional Responsibilities**

The EAL will comply with the following:

- Educating and enforcing coaches, players, volunteers and spectators on the Park District of Oak Park's Code of Conduct which can be found at [www.pdop.org/programs/youth](http://www.pdop.org/programs/youth)
- In all of its services and programs, comply with the standards and requirements of the Americans with Disabilities Act, the Civil Rights Act of 1964 and the Illinois Human Rights Act. EAL will not discriminate on the basis of race, religion, sexual orientation, national origin or any other recognized protected class.
- Maintain a sound, functioning board that meets on a regular basis.

- Provide a representative to attend meetings of the Park District's Board of Commissioners as requested by the Park District.
- File annually a copy of their governing by-laws and proof of their status as Sec 501(C)(3) not for profit organization.
- Maintain its own financial accounts and forbid everyone within the EAL from incurring any expense for or in the name of the Park District.
- Forbid everyone within the EAL from making representations or commitments for or on behalf of the Park District
- File an Incident Report with the Park District immediately after the incident occurs if the incident was caused by or arose related to a Park District Facilities or an action taken by the Park District.
- Upon request, provide financial scholarship information and where this scholarship information is distributed for community awareness.
- Upon request, provide annual financial reports and written minutes.
- EAL is solely responsible for any and all supervision associated with its use of the Facilities.
- Conduct all of its activities safely and properly and maintain the Approved Facilities in a safe condition during each Authorized Use.
- Immediately alert the Park District of any damage made to Facilities. EAL will be responsible for any damage done to Facilities beyond normal wear and tear and shall fully and promptly reimburse Park District for all costs/expenses incurred.
- EAL shall defend, indemnify and hold harmless Park District, it's officials, officers, employees, volunteers and agents against any and all losses and expenses (including reasonable attorneys' fees,) claims, costs, causes of action, damage to property, arising out of or in consequence of the Agreement, but only to the extent such injuries of damages arise out of any act or omission of EAL, including EAL's officers, officials, employees, volunteers, agents, contractors, team participants, guests and invitees.
- Determine whether the grounds are safe, suitable and appropriate for any of its intended activities and inspect the property prior to each use to determine the suitability of the Facilities for any contemplated use and identify any potential safety hazards or dangerous conditions immediately.
- Adhere to all safety programs and standards set by the Park District while on the Facilities.
- Alcohol and/or illegal drugs are not permitted at any time during the Approved Use.
- Adhere to all Park District policies and directives related to use of wet fields.
- EAL is responsible for conveying to their coaches/volunteers/players regarding severe weather conditions.
- EAL understands and agrees that the Park District does not assume care, custody or control of any personal property or equipment brought on the Facilities. Park District does not assume liability for property lost, damaged or stolen on Facilities.
- Prior to the first day of EAL's permits, all permits that EAL does not need must be given back to the Park District. Failure to give back permits prior to start of season will result in payment of said permits.





# PARK DISTRICT OF OAK PARK

## FACILITIES USE LICENSE AGREEMENT WITH CHICAGO EDGE SC ORGANIZATION

This Facilities Use License Agreement ("*License Agreement*") is entered into between the Park District of Oak Park (the "*Park District*") Chicago Edge SC (the "EDGE");

WHEREAS, the Park District owns and operates parks, recreation centers, and related facilities (collectively the "*Facilities*") for the residents of the Village of Oak Park and maintains coordinated schedules for the use of the Facilities; and

WHEREAS, EDGE is one of the organizations that use the Facilities; and

WHEREAS, the Park District has established a Facilities use and allocation management program known as the PACT (Partner, Associate, Companion, Tenant) for the efficient, cost-effective, fair allocation and scheduling of the Facilities among those organizations; and

WHEREAS, EDGE desires to use certain Facilities for its programs, which are described in this License Agreement; and

WHEREAS, the Park District and EDGE desire to enter into this Agreement to set forth the responsibilities, requirements, expectations of the parties related to the EDGE's use of the Facilities;

NOW, THEREFORE, it is agreed by the Park District and EDGE as follows:

### I. Grant of License for Authorized Use

The Park District hereby grants to the EDGE a temporary license (the "License") for the purpose of allowing the EDGE to conduct the following:

Classification:	Companion
Approved Facilities:	Park District managed facilities & athletic fields
Nature of use:	Soccer practices, games, meetings & registrations
Times of Use:	Fields without lights are sunrise to sunset with permit Fields with lights are sunrise until the auto-timed lights turn off Facilities with permit
Special Features:	Bathrooms may close after 10/31 due to weather conditions

These terms constitute the "*Authorized Use*" and the License is for the Authorized Use only.

**II. Term of License; Termination**

The License is for a term commencing on January 1, 2023 and expiring on December 31, 2025 (the "License Term"). The Park District, at its discretion for cause, may terminate the License at any time on seven days prior written notice by the Park District to the EDGE, or at any time, with or without advance notice, in the event of an unforeseen emergency. For purposes of this agreement, "cause" means, among other things, noncompliance by EDGE of any of its obligations hereunder that has not been cured within 30 days after the Park District gives written notice to EDGE of the noncompliance. On termination of the License, all use of the Approved Facilities by the EDGE must be discontinued immediately. The termination of the License will not terminate the duties and responsibilities of the EDGE to repair and restore damaged property and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Agreement.

**III. Eligible Hours and Pricing Schedule**

EDGE's number of participants x 3 equals the number of hours that EDGE is eligible. EDGE understands that they are unlikely to receive the total amount of eligible hours due to limited field space and maximum participants throughout the community.

**A. Pricing Schedule:**

Eligible Hours: 2023 - \$11 per hour  
2024 - \$12 per hour  
2025 - \$13 per hour

Community Center: 40% Discount

Over Time Hours: Any permitted hours in excess of eligible hours will be billed at:

2023 \$22 per hour  
2024 \$24 per hour  
2025 \$26 per hour

**B. Number of Participants; Payment of Invoice.** The EDGE will give an estimated number of participants when submitting the PACT Application and again if numbers significantly change at the time of Spring/Summer field requests and/or Fall field requests. The EDGE will pay the billed invoice amount in full within 45 days after receipt from the Park District. The failure of the Park District to provide an invoice will not under any circumstances relieve the EDGE of its duty to pay for their permitted hours.

**IV. Bond**

For this License, there is no bond required from the EDGE. A bond may be required for any extended, renewed, or new license.

**V. Insurance**

During the License Term, the EDGE shall provide commercial general liability ("CGL") insurance with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. The Park District must be included as an insured under the CGL insurance policy, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage. EDGE represents and warrants it uses no owned vehicles in connection with its utilization of the Parks. If EDGE at any time uses a vehicle in connection with its use of the Approved Facilities, then EDGE must provide, in advance, motor vehicle insurance coverage not less than \$1,000,000. The Park District must be named as an additional insured under the motor vehicle insurance policy. The EDGE must file proof of all required insurance coverage with the Park District prior to commencement of the Authorized Use.

## **VI. Coach/Volunteer Background Checks**

Before a coach/volunteer may participate in the Approved Use or in any other capacity with the EDGE using Park District Facilities, that coach/volunteer must undergo a Criminal Background Check ("CBC".) The failure of the EDGE to comply with the provisions of this Subsection VI may disqualify the EDGE from engaging in the Authorized Use. A CBC must be completed for a coach/volunteer every two years. The EDGE must keep a list of all its coaches/volunteers and the date on which the CBC was completed for each coach/volunteer, and prohibit a coach/volunteer from participating in the Approved Use or in any other capacity with the EDGE using any Park District Facilities until a CBC has been completed and cleared for that coach/volunteer.

A. Background Checks Conducted By EDGE. Prior to the commencement of the Approved Use, the EDGE must provide to the Park District, for Park District approval, an affidavit signed by an authorized EDGE representative that all their coaches/volunteers have completed a CBC.

B. Background Checks Conducted through the Park District Background Check System. If EDGE chooses to go through the Park District's online CBC for their coaches/volunteers, the coach/volunteer needs to visit the Park District's website at [www.pdop.org/volunteer](http://www.pdop.org/volunteer) to fill out the form. EDGE will need to submit a list of the coaches/volunteers that will be conducting their CBC through the Park District to the Park District prior to the coach/volunteer submitting their background check. The Park District will get notification if a coach/volunteer does not clear the CBC and will notify EDGE. EDGE will be charged the same fee for each CBC that the Park District is charged; at this time the fee per CBC is \$9.95. Failure of a coach/volunteer to properly complete the CBC form disqualifies the coach/volunteer from participating in the Authorized Use.

## **VII. Park District Services**

The Park District will endeavor to provide the following for the EDGE:

- A staff member or elected official to serve as a liaison to the EDGE and who will endeavor to attend EDGE board meetings if requested.
- Limited publicity in the form of organization contact information in Park District Program Brochures and on the Park District's website.
- The opportunity to post organization registration information signs at Facilities designated in advance by the Park District for time period designated by the Park District.
- The opportunity to advertise in the Park District's program brochures at rates set by the Park District.
- Access to bathrooms in community centers during times in which activities are customarily scheduled.
- Preference for scheduling of the Authorized Use in accordance with the Park District's PACT Policies.
- Use of Park District Facilities for annual registration and meeting opportunities, based on availability.
- Park District will line, maintain fields and be responsible for setting up and placing goals for games only.

## **VIII. EDGE Additional Responsibilities**

The EDGE will comply with the following:

- Educating and enforcing coaches, players, volunteers and spectators on the Park District of Oak Park's Code of Conduct which can be found at [www.pdop.org/programs/youth](http://www.pdop.org/programs/youth)



- In all of its services and programs, comply with the standards and requirements of the Americans with Disabilities Act, the Civil Rights Act of 1964 and the Illinois Human Rights Act. EDGE will not discriminate on the basis of race, religion, sexual orientation, national origin or any other recognized protected class.
- Maintain a sound, functioning board that meets on a regular basis.
- Provide a representative to attend meetings of the Park District's Board of Commissioners as requested by the Park District.
- File annually a copy of their governing by-laws and proof of their status as Sec 501(C)(3) not for profit organization.
- Maintain its own financial accounts and forbid everyone within the EDGE from incurring any expense for or in the name of the Park District.
- Forbid everyone within the EDGE from making representations or commitments for or on behalf of the Park District
- File an Incident Report with the Park District immediately after the incident occurs if the incident was caused by or arose related to a Park District Facilities or an action taken by the Park District.
- Upon request, provide financial scholarship information and where this scholarship information is distributed for community awareness.
- Upon request, provide annual financial reports and written minutes.
- EDGE is solely responsible for any and all supervision associated with its use of the Facilities.
- Conduct all of its activities safely and properly and maintain the Approved Facilities in a safe condition during each Authorized Use.
- Immediately alert the Park District of any damage made to Facilities. EDGE will be responsible for any damage done to Facilities beyond normal wear and tear and shall fully and promptly reimburse Park District for all costs/expenses incurred.
- EDGE shall defend, indemnify and hold harmless Park District, it's officials, officers, employees, volunteers and agents against any and all losses and expenses (including reasonable attorneys' fees,) claims, costs, causes of action, damage to property, arising out of or in consequence of the Agreement, but only to the extent such injuries of damages arise out of any act or omission of EDGE, including EDGE's officers, officials, employees, volunteers, agents, contractors, team participants, guests and invitees.
- Determine whether the grounds are safe, suitable and appropriate for any of its intended activities and inspect the property prior to each use to determine the suitability of the Facilities for any contemplated use and identify any potential safety hazards or dangerous conditions immediately.
- Adhere to all safety programs and standards set by the Park District while on the Facilities.
- Alcohol and/or illegal drugs are not permitted at any time during the Approved Use.
- Adhere to all Park District policies and directives related to use of wet fields.
- EDGE is responsible for conveying to their coaches/volunteers/players regarding severe weather conditions.



- EDGE understands and agrees that the Park District does not assume care, custody or control of any personal property or equipment brought on the Facilities. Park District does not assume liability for property lost, damaged or stolen on Facilities.
- Prior to the first day of EDGE's permits, all permits that EDGE does not need must be given back to the Park District. Failure to give back permits prior to start of season will result in payment of said permits.
- Report to the Park District Weather Related Cancellations within one week of weather event. Weather events reported later than one week after said event will result in EDGE being responsible for payment of those permits.
- There are no rainouts on the turf fields which includes Brooks Middle School, Irving Elementary School, Julian Middle School and Ridgeland Commons.

**IX. Carry In/Carry Out**

EDGE will comply with The Park District's Greening Advisory Committee Carry In/Carry Out Program to reduce trash, keep parks clean, increase environmental awareness and stewardship. EDGE will carry out what they carry in to the Facilities.

**X. Specific Terms of Agreement**

This Agreement includes the Specific Terms of Agreement.

WHEREFORE, the Park District and the EDGE have caused this License Agreement to be executed by authorized representatives.

**PARK DISTRICT OF OAK PARK**

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

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

**CHICAGO EDGE SC**

By: Lou Lombardo

Date: 11/9/22

Printed name: Lou Lombardo

Title: President

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# PARK DISTRICT OF OAK PARK

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## FACILITY USE LICENSE AGREEMENT WITH FENWICK HIGH SCHOOL

THIS AGREEMENT (the “*Agreement*”) is made and entered into as of January 1, 2023 (the “*Effective Date*”) between the Park District of Oak Park, an Illinois park district, (the “*Park District*”) and Fenwick High School (“*Fenwick*”);

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; and

WHEREAS, Fenwick and the Park District desire to enter as partners into this Agreement for the sharing of certain facilities for their programs;

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

### SECTION 1. SHARED FACILITIES AND SERVICES

The Park District will share certain of its play fields with Fenwick as stated in Appendix A attached to and by this reference incorporated into this Agreement, and Fenwick will share the pool and other space at its school building with the Park District also as stated in Appendix A (collectively the “*Shared Facilities*”). In addition, the Park District and Fenwick also will provide supporting services as stated in Appendix A (“*Supporting Services*”). The Park District and Fenwick may modify the list of Shared Facilities and Supporting Services from time to time in writing, without formal amendment of this Agreement.

### SECTION 2. USE OF SHARED FACILITIES

A. Requests in Writing. The Park District and Fenwick each may use the other’s Shared Facilities and Services as stated in Appendix A. In addition, each party may request from time to time, in writing, additional use of a Shared Facility of the other party (an “*Additional Use*”).

B. Responses to Requests. All requests will be answered in writing within 10 working days after receipt. A host party may decline a request for an Additional Use at its discretion, but the parties will endeavor to allow an Additional Use whenever reasonably possible.

C. Cancellation of Approved Event or Program. Each party will endeavor not to cancel or postpone the use by the other party of a Shared Facility that is stated in Appendix A or that has been approved as an Additional Use. The host party, in the case of a conflict or other circumstance that cannot reasonably be resolved, may cancel or postpone the other party’s use of

a Shared Facility on 72-hours written notice or, if 72-hours written notice is impractical, then as much advance notice as possible. The host party will cooperate with the other party to relocate or reschedule the affected program.

D. Compliance with Policies, Ordinances, and Procedures. Each party and its staff members and participants must comply with all applicable rules and policies of the host party relating to conduct and use of the Shared Facility.

E. Normal Maintenance. Each party will undertake all normal and routine maintenance of its own facilities at no cost to the other party. In the case of an outdoor Park District facility, the Park District will undertake normal maintenance but in some cases will have the assistance of Fenwick to perform limited routine maintenance resulting from the intended use (such as field preparation).

F. Clean-Up of Debris. The guest party is responsible for cleaning up litter and debris generated as a direct result of the guest party's use of a Shared Facility. Ascension must adopt and follow sound environmental practices, including, among other measures, encouraging use of reusable water and juice containers and other waste reduction measures and proper disposal of recyclable products. The Park District also expects support and communication to your participants of the Carry In – Carry Out program to reduce waste in the parks.

G. Reasonable Care. Each time a guest party uses a Shared Facility, the guest party will 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.

H. Repairs. The guest party will promptly repair at its expense, or pay the host party for the repair, of any damage or unusual wear and tear to a Shared Facility, including without limitation turf, materials, and equipment, caused by the guest party's use, which repair will be undertaken at a time and in a manner agreed to by the parties.

I. Responsibility for Own Personnel. Each District will 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. GENERAL LIABILITY INSURANCE**

A. General Standard. Each party will provide its standard insurance coverage for its facilities. Each guest party will 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 party.

B. Commercial General Liability Insurance. Each party will keep in force commercial general liability insurance specifically including bodily injury, personal injury and property damage with limits of not less than \$1,000,000 per occurrence, written on an occurrence basis and times naming the other party as an additional insured.

C. Certificates of Insurance; Notice. Each party will furnish to the other party 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.

### **SECTION 4. INDEMNITY**

A. Indemnity by Park District. The Park District will indemnify, defend, and save and hold harmless Fenwick 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 Fenwick facility that arises out of any act or omission of the Park District, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons. Fenwick agrees that, in the event any claim is asserted or any action brought to recover any such damage, Fenwick will give immediate notice thereof in writing to the Park District and will cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action will be performed and concluded by the Park District. Fenwick agrees to notify the Park District in writing within five business days and by telephone immediately after Fenwick receives any such complaint or claim. The delivery of written notification will 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 Fenwick. Fenwick will 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 Fenwick, 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 will give immediate notice thereof in writing to Fenwick and will cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action will be performed and concluded by Fenwick. The Park District agrees to notify Fenwick in writing within five business days and by telephone immediately after the Park District receives any such complaint or claim. The delivery of written notification will 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 party providing the indemnification will be allowed to raise, on behalf of the indemnified party, any and all defenses statutory or common law to a claim or action that the indemnified party 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 5. GENERAL PROVISIONS**

A. Term. This Agreement is a term commencing on the Effective Date and expiring on December 31, 2023 (the “*Term*”). The parties may extend the Term of this Agreement one or more time 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. Assignment Prohibited. Neither party 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 party.

C. Termination. Either party may terminate this Agreement on 120 days written notice to the other party, except that this Agreement may 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 will be extended to accommodate the conclusion of that program.

E. 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.

F. 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 Fenwick.

G. 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.

H. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Park District and Fenwick, 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 Fenwick.

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

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

**Park District of Oak Park**

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

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

**Fenwick High School**

By: Scott Thiel  
Printed name: SCOTT THIEL  
Title: ATHLETIC DIRECTOR

Date: 11/17/22

## APPENDIX A

### SHARED FACILITIES AND SUPPORTING SERVICES

#### Park District Baseball Fields and Tennis Courts; Services

Baseball field	Requests taken in December and final schedule in February.
March – May	M-F afterschool hours as well as various game slots on Saturdays
Tennis Courts:	Spring/Summer: Requests taken in December; final schedule in February Fall: Requests taken in April; final schedule in June
March - May	Tennis Courts – Weekdays after school hours
June – July	Tennis Courts M-TH for camps
August – October	Tennis Courts – afterschool and occasional Saturday

Total number of hours is to be determined. Eligible for three (3) hours of field space for every one (1) hour of indoor space provided to PDOP; Seven (7) hours on a court for every one (1) hour of indoor space.

Fenwick will:

- Report any poor conditions before a ball field or tennis court is used via PDOP Maintenance Request system (<http://webrequests.pdop.org>)
- Purchase up to two tennis sets (net with stiffening rods and center strap) annually, depending on need (brand to be specified by PDOP).
- Confine all match play at permitted courts/fields.
- Reserve courts with the Superintendent of Recreation or his or her designee at the Park District.
- The Park District also expects support and communication to your participants of the Carry In – Carry Out program to reduce waste in the parks.

The Park District will:

- Respond to submitted Maintenance Requests in a timely manner.
- Provide a notification sign to display notifying members of the public that they may use one of the courts regardless of Fenwick's presence.

#### Fenwick Facilities

### Dan O'Brien Natatorium

September – February, Sundays for four hours.

May – 2 weekend days for eight hours

### Fenwick auditorium, foyer and cafeteria for dance and theatre recitals

One weekend in December and June consisting of one Friday Evening and the following Saturday morning/afternoon.

### Fenwick will:

- The Park District may post information with the desk / facility attendants and on the main entrances to the school building announcing any schedule changes.
- AED and communication equipment will be provided for emergency use.
- If Fenwick becomes aware of a scheduling conflict, they will inform PDOP of said conflict at least 48 hours in advance or upon occurrence if Natatorium is functioning outside of norm, e.g. school boilers down, no heat on pool deck.
- Ensure proper chemistry and water quality of the Natatorium
- Priority for PDOP use will be accommodated just as PDOP does for Fenwick on PDOP property.

### The Park District will:

- Provide staff certified lifeguards to supervise the pool
- Provide staff to guide participants and facilitate swim lessons, lap swim and aqua fitness.
- Provide emergency equipment and first aid supplies.
- Report any poor conditions to Aquatic Coordinator and on duty security.
- Leave the facility reasonably neat and clean at the conclusion of each activity.

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# PARK DISTRICT OF OAK PARK

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## FACILITIES USE LICENSE AGREEMENT WITH OPRF ALLIANCE ORGANIZATION

This Facilities Use License Agreement (“*License Agreement*”) is entered into between the Park District of Oak Park (the “*Park District*”) OPRF Alliance (the “*ALLIANCE*”);

WHEREAS, the Park District owns and operates parks, recreation centers, and related facilities (collectively the “*Facilities*”) for the residents of the Village of Oak Park and maintains coordinated schedules for the use of the Facilities; and

WHEREAS, ALLIANCE is one of the organizations that use the Facilities; and

WHEREAS, the Park District has established a Facilities use and allocation management program called PACT (Partner, Associate, Companion, Tenant) for the efficient, cost-effective, fair allocation and scheduling of the Facilities among those organizations; and

WHEREAS, ALLIANCE desires to use certain Facilities for its programs, which are described in this License Agreement; and

WHEREAS, the Park District and ALLIANCE desire to enter into this Agreement to set forth the responsibilities, requirements, expectations of the parties related to the ALLIANCE’s use of the Facilities;

NOW, THEREFORE, it is agreed by the Park District and ALLIANCE as follows:

### **I. Grant of License for Authorized Use**

The Park District hereby grants to the ALLIANCE a temporary license (the “*License*”) for the purpose of allowing the ALLIANCE to conduct the following:

Classification:	Companion
Approved Facilities:	Park District managed facilities & athletic fields
Nature of use:	Soccer practices, games, meetings & registrations
Times of Use:	Fields without lights are sunrise to sunset with permit Fields with lights are sunrise until the auto-timed lights turn off Facilities with permit
Special Features:	Bathrooms may close after 10/31 due to weather conditions

These terms constitute the “*Authorized Use*” and the License is for the Authorized Use only.



## II. Term of License; Termination

The License is for a term commencing on January 1, 2023 and expiring on December 31, 2025 (the “*License Term*”). The Park District, at its discretion for cause, may terminate the License at any time on seven days prior written notice by the Park District to the ALLIANCE, or at any time, with or without advance notice, in the event of an unforeseen emergency. For purposes of this agreement, "cause" means, among other things, noncompliance by ALLIANCE of any of its obligations hereunder that has not been cured within 30 days after the Park District gives written notice to ALLIANCE of the noncompliance. On termination of the License, all use of the Approved Facilities by the ALLIANCE must be discontinued immediately. The termination of the License will not terminate the duties and responsibilities of the ALLIANCE to repair and restore damaged property and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Agreement.

## III. Eligible Hours and Pricing Schedule

ALLIANCE’s number of participants x 3 equals the number of hours that ALLIANCE is eligible. ALLIANCE understands that they are unlikely to receive the total amount of eligible hours due to limited field space and maximum participants throughout the community.

### A. Pricing Schedule:

Eligible Hours:       2023 - \$11 per hour  
                              2024 - \$12 per hour  
                              2025 - \$13 per hour

Community Center: 40% Discount

Over Time Hours:    Any permitted hours in excess of eligible hours will be billed at:

2023   \$22 per hour  
2024   \$24 per hour  
2025   \$26 per hour

B. Number of Participants; Payment of Invoice. The ALLIANCE will give an estimated number of participants when submitting the PACT Application and again if numbers significantly change at the time of Spring/Summer field requests and/or Fall field requests. The ALLIANCE will pay the billed invoice amount in full within 45 days after receipt from the Park District. The failure of the Park District to provide an invoice will not under any circumstances relieve the ALLIANCE of its duty to pay for their permitted hours.

## IV. Bond

For this License, there is no bond required from the ALLIANCE. A bond may be required for any extended, renewed, or new license.

## V. Insurance

During the License Term, the ALLIANCE shall provide commercial general liability (“*CGL*”) insurance with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. The Park District must be included as an insured under the CGL insurance policy, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage. ALLIANCE represents and warrants it uses no owned vehicles in connection with its utilization of the Parks. If ALLIANCE at any time uses a vehicle in connection with its use of the Approved Facilities, then ALLIANCE must provide, in advance, motor vehicle insurance coverage not less than \$1,000,000. The Park District must be named as an additional insured under the motor vehicle insurance policy. The

ALLIANCE must file proof of all required insurance coverage with the Park District prior to commencement of the Authorized Use.

## **VI. Coach/Volunteer Background Checks**

Before a coach/volunteer may participate in the Approved Use or in any other capacity with the ALLIANCE using Park District Facilities, that coach/volunteer must undergo a Criminal Background Check ("CBC".) The failure of the ALLIANCE to comply with the provisions of this Subsection VI may disqualify the ALLIANCE from engaging in the Authorized Use. A CBC must be completed for a coach/volunteer every two years. The ALLIANCE must keep a list of all its coaches/volunteers and the date on which the CBC was completed for each coach/volunteer, and prohibit a coach/volunteer from participating in the Approved Use or in any other capacity with the ALLIANCE using any Park District Facilities until a CBC has been completed and cleared for that coach/volunteer.

A. Background Checks Conducted By ALLIANCE. Prior to the commencement of the Approved Use, the ALLIANCE must provide to the Park District, for Park District approval, an affidavit signed by an authorized ALLIANCE representative that all their coaches/volunteers have completed a CBC.

B. Background Checks Conducted through the Park District Background Check System. If ALLIANCE chooses to go through the Park District's online CBC for their coaches/volunteers, the coach/volunteer needs to visit the Park District's website at [www.pdop.org/volunteer](http://www.pdop.org/volunteer) to fill out the form. ALLIANCE will need to submit a list of the coaches/volunteers that will be conducting their CBC through the Park District to the Park District prior to the coach/volunteer submitting their background check. The Park District will get notification if a coach/volunteer does not clear the CBC and will notify ALLIANCE. ALLIANCE will be charged the same fee for each CBC that the Park District is charged; at this time the fee per CBC is \$9.95. Failure of a coach/volunteer to properly complete the CBC form disqualifies the coach/volunteer from participating in the Authorized Use.

## **VII. Park District Services**

The Park District will endeavor to provide the following for the ALLIANCE:

- A staff member or elected official to serve as a liaison to the ALLIANCE and who will endeavor to attend ALLIANCE board meetings if requested.
- Limited publicity in the form of organization contact information in Park District Program Brochures and on the Park District's website.
- The opportunity to post organization registration information signs at Facilities designated in advance by the Park District for time period designated by the Park District.
- The opportunity to advertise in the Park District's program brochures at rates set by the Park District.
- Access to bathrooms in community centers during times in which activities are customarily scheduled.
- Preference for scheduling of the Authorized Use in accordance with the Park District's PACT Policies.
- Use of Park District Facilities for annual registration and meeting opportunities, based on availability.
- Park District will line, maintain fields and be responsible for setting up and placing goals for games only.

## **VIII. ALLIANCE Additional Responsibilities**

The ALLIANCE will comply with the following:

- Educating and enforcing coaches, players, volunteers and spectators on the Park District of Oak Park's Code of Conduct which can be found at [www.pdop.org/programs/youth](http://www.pdop.org/programs/youth)
- In all of its services and programs, comply with the standards and requirements of the Americans with Disabilities Act, the Civil Rights Act of 1964 and the Illinois Human Rights Act. ALLIANCE will not discriminate on the basis of race, religion, sexual orientation, national origin or any other recognized protected class.
- Maintain a sound, functioning board that meets on a regular basis.
- Provide a representative to attend meetings of the Park District's Board of Commissioners as requested by the Park District.
- File annually a copy of their governing by-laws and proof of their status as Sec 501(C)(3) not for profit organization.
- Maintain its own financial accounts and forbid everyone within the ALLIANCE from incurring any expense for or in the name of the Park District.
- Forbid everyone within the ALLIANCE from making representations or commitments for or on behalf of the Park District
- File an Incident Report with the Park District immediately after the incident occurs if the incident was caused by or arose related to a Park District Facilities or an action taken by the Park District.
- Upon request, provide financial scholarship information and where this scholarship information is distributed for community awareness.
- Upon request, provide annual financial reports and written minutes.
- ALLIANCE is solely responsible for any and all supervision associated with its use of the Facilities.
- Conduct all of its activities safely and properly and maintain the Approved Facilities in a safe condition during each Authorized Use.
- Immediately alert the Park District of any damage made to Facilities. ALLIANCE will be responsible for any damage done to Facilities beyond normal wear and tear and shall fully and promptly reimburse Park District for all costs/expenses incurred.
- ALLIANCE shall defend, indemnify and hold harmless Park District, it's officials, officers, employees, volunteers and agents against any and all losses and expenses (including reasonable attorneys' fees,) claims, costs, causes of action, damage to property, arising out of or in consequence of the Agreement, but only to the extent such injuries of damages arise out of any act or omission of ALLIANCE, including ALLIANCE's officers, officials, employees, volunteers, agents, contractors, team participants, guests and invitees.
- Determine whether the grounds are safe, suitable and appropriate for any of its intended activities and inspect the property prior to each use to determine the suitability of the Facilities for any contemplated use and identify any potential safety hazards or dangerous conditions immediately.
- Adhere to all safety programs and standards set by the Park District while on the Facilities.
- Alcohol and/or illegal drugs are not permitted at any time during the Approved Use.
- Adhere to all Park District policies and directives related to use of wet fields.

- ALLIANCE is responsible for conveying to their coaches/volunteers/players regarding severe weather conditions.
- ALLIANCE understands and agrees that the Park District does not assume care, custody or control of any personal property or equipment brought on the Facilities. Park District does not assume liability for property lost, damaged or stolen on Facilities.
- Prior to the first day of ALLIANCE's permits, all permits that ALLIANCE does not need must be given back to the Park District. Failure to give back permits prior to start of season will result in payment of said permits.
- Report to the Park District Weather Related Cancellations within one week of weather event. Weather events reported later than one week after said event will result in ALLIANCE being responsible for payment of those permits.
- There are no rainouts on the turf fields which includes Brooks Middle School, Irving Elementary School, Julian Middle School and Ridgeland Commons.

**IX. Carry In/Carry Out**

ALLIANCE will comply with The Park District's Greening Advisory Committee Carry In/Carry Out Program to reduce trash, keep parks clean, increase environmental awareness and stewardship. ALLIANCE will carry out what they carry in to the Facilities.

**X. Specific Terms of Agreement**

This Agreement includes the Specific Terms of Agreement.

WHEREFORE, the Park District and the ALLIANCE have caused this License Agreement to be executed by authorized representatives.

**PARK DISTRICT OF OAK PARK**

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

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

**OPRF ALLIANCE**

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

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

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

# PARK DISTRICT OF OAK PARK

## FACILITIES USE LICENSE AGREEMENT WITH OAK PARK RIVER FOREST YOUTH ULTIMATE ORGANIZATION

This Facilities Use License Agreement ("*License Agreement*") is entered into between the Park District of Oak Park (the "*Park District*") Oak Park River Forest Youth Ultimate (the "*ULTIMATE*");

WHEREAS, the Park District owns and operates parks, recreation centers, and related facilities (collectively the "*Facilities*") for the residents of the Village of Oak Park and maintains coordinated schedules for the use of the Facilities; and

WHEREAS, ULTIMATE is one of the organizations that use the Facilities; and

WHEREAS, the Park District has established a Facilities use and allocation management program called PACT (Partner, Associate, Companion, Tenant) for the efficient, cost-effective, fair allocation and scheduling of the Facilities among those organizations; and

WHEREAS, ULTIMATE desires to use certain Facilities for its programs, which are described in this License Agreement; and

WHEREAS, the Park District and ULTIMATE desire to enter into this Agreement to set forth the responsibilities, requirements, expectations of the parties related to the ULTIMATE's use of the Facilities;

NOW, THEREFORE, it is agreed by the Park District and ULTIMATE as follows:

### **I. Grant of License for Authorized Use**

The Park District hereby grants to the ULTIMATE a temporary license (the "*License*") for the purpose of allowing the ULTIMATE to conduct the following:

Classification:	Companion
Approved Facilities:	Park District managed facilities & athletic fields
Nature of use:	Soccer practices, games, meetings & registrations
Times of Use:	Fields without lights are sunrise to sunset with permit Fields with lights are sunrise until the auto-timed lights turn off Facilities with permit
Special Features:	Bathrooms may close after 10/31 due to weather conditions

These terms constitute the "*Authorized Use*" and the License is for the Authorized Use only.

## II. Term of License; Termination

The License is for a term commencing on January 1, 2023 and expiring on December 31, 2025 (the "License Term"). The Park District, at its discretion for cause, may terminate the License at any time on seven days prior written notice by the Park District to the ULTIMATE, or at any time, with or without advance notice, in the event of an unforeseen emergency. For purposes of this agreement, "cause" means, among other things, noncompliance by ULTIMATE of any of its obligations hereunder that has not been cured within 30 days after the Park District gives written notice to ULTIMATE of the noncompliance. On termination of the License, all use of the Approved Facilities by the ULTIMATE must be discontinued immediately. The termination of the License will not terminate the duties and responsibilities of the ULTIMATE to repair and restore damaged property and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Agreement.

## III. Eligible Hours and Pricing Schedule

ULTIMATE's number of participants x 3 equals the number of hours that ULTIMATE is eligible. ULTIMATE understands that they are unlikely to receive the total amount of eligible hours due to limited field space and maximum participants throughout the community.

### A. Pricing Schedule:

Eligible Hours: 2023 - \$11 per hour  
2024 - \$12 per hour  
2025 - \$13 per hour

Community Center: 40% Discount

Over Time Hours: Any permitted hours in excess of eligible hours will be billed at:

2023 \$22 per hour  
2024 \$24 per hour  
2025 \$26 per hour

B. Number of Participants: Payment of Invoice. The ULTIMATE will give an estimated number of participants when submitting the PACT Application and again if numbers significantly change at the time of Spring/Summer field requests and/or Fall field requests. The ULTIMATE will pay the billed invoice amount in full within 45 days after receipt from the Park District. The failure of the Park District to provide an invoice will not under any circumstances relieve the ULTIMATE of its duty to pay for their permitted hours.

## IV. Bond

For this License, there is no bond required from the ULTIMATE. A bond may be required for any extended, renewed, or new license.

## V. Insurance

During the License Term, the ULTIMATE shall provide commercial general liability ("CGL") insurance with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. The Park District must be included as an insured under the CGL insurance policy, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage. ULTIMATE represents and warrants it uses no owned vehicles in connection with its utilization of the Parks. If ULTIMATE at any time uses a vehicle in connection with its use of the Approved Facilities, then ULTIMATE must provide, in advance, motor vehicle insurance coverage not less than \$1,000,000. The Park District must be named as an additional insured under the motor vehicle insurance policy. The

ULTIMATE must file proof of all required insurance coverage with the Park District prior to commencement of the Authorized Use.

## **VI. Coach/Volunteer Background Checks**

Before a coach/volunteer may participate in the Approved Use or in any other capacity with the ULTIMATE using Park District Facilities, that coach/volunteer must undergo a Criminal Background Check ("CBC.") The failure of the ULTIMATE to comply with the provisions of this Subsection VI may disqualify the ULTIMATE from engaging in the Authorized Use. A CBC must be completed for a coach/volunteer every two years. The ULTIMATE must keep a list of all its coaches/volunteers and the date on which the CBC was completed for each coach/volunteer, and prohibit a coach/volunteer from participating in the Approved Use or in any other capacity with the ULTIMATE using any Park District Facilities until a CBC has been completed and cleared for that coach/volunteer.

A. Background Checks Conducted By ULTIMATE. Prior to the commencement of the Approved Use, the ULTIMATE must provide to the Park District, for Park District approval, an affidavit signed by an authorized ULTIMATE representative that all their coaches/volunteers have completed a CBC.

B. Background Checks Conducted through the Park District Background Check System. If ULTIMATE chooses to go through the Park District's online CBC for their coaches/volunteers, the coach/volunteer needs to visit the Park District's website at [www.pdop.org/volunteer](http://www.pdop.org/volunteer) to fill out the form. ULTIMATE will need to submit a list of the coaches/volunteers that will be conducting their CBC through the Park District to the Park District prior to the coach/volunteer submitting their background check. The Park District will get notification if a coach/volunteer does not clear the CBC and will notify ULTIMATE. ULTIMATE will be charged the same fee for each CBC that the Park District is charged; at this time the fee per CBC is \$9.95. Failure of a coach/volunteer to properly complete the CBC form disqualifies the coach/volunteer from participating in the Authorized Use.

## **VII. Park District Services**

The Park District will endeavor to provide the following for the ULTIMATE:

- A staff member or elected official to serve as a liaison to the ULTIMATE and who will endeavor to attend ULTIMATE board meetings if requested.
- Limited publicity in the form of organization contact information in Park District Program Brochures and on the Park District's website.
- The opportunity to post organization registration information signs at Facilities designated in advance by the Park District for time period designated by the Park District.
- The opportunity to advertise in the Park District's program brochures at rates set by the Park District.
- Access to bathrooms in community centers during times in which activities are customarily scheduled.
- Preference for scheduling of the Authorized Use in accordance with the Park District's PACT Policies.
- Use of Park District Facilities for annual registration and meeting opportunities, based on availability.
- Park District will line, maintain fields and be responsible for setting up and placing goals for games only.

## **VIII. ULTIMATE Additional Responsibilities**

The ULTIMATE will comply with the following:



- Educating and enforcing coaches, players, volunteers and spectators on the Park District of Oak Park's Code of Conduct which can be found at [www.pdop.org/programs/youth](http://www.pdop.org/programs/youth)
- In all of its services and programs, comply with the standards and requirements of the Americans with Disabilities Act, the Civil Rights Act of 1964 and the Illinois Human Rights Act. ULTIMATE will not discriminate on the basis of race, religion, sexual orientation, national origin or any other recognized protected class.
- Maintain a sound, functioning board that meets on a regular basis.
- Provide a representative to attend meetings of the Park District's Board of Commissioners as requested by the Park District.
- File annually a copy of their governing by-laws and proof of their status as Sec 501(C)(3) not for profit organization.
- Maintain its own financial accounts and forbid everyone within the ULTIMATE from incurring any expense for or in the name of the Park District.
- Forbid everyone within the ULTIMATE from making representations or commitments for or on behalf of the Park District
- File an Incident Report with the Park District immediately after the incident occurs if the incident was caused by or arose related to a Park District Facilities or an action taken by the Park District.
- Upon request, provide financial scholarship information and where this scholarship information is distributed for community awareness.
- Upon request, provide annual financial reports and written minutes.
- ULTIMATE is solely responsible for any and all supervision associated with its use of the Facilities.
- Conduct all of its activities safely and properly and maintain the Approved Facilities in a safe condition during each Authorized Use.
- Immediately alert the Park District of any damage made to Facilities. ULTIMATE will be responsible for any damage done to Facilities beyond normal wear and tear and shall fully and promptly reimburse Park District for all costs/expenses incurred.
- ULTIMATE shall defend, indemnify and hold harmless Park District, it's officials, officers, employees, volunteers and agents against any and all losses and expenses (including reasonable attorneys' fees,) claims, costs, causes of action, damage to property, arising out of or in consequence of the Agreement, but only to the extent such injuries of damages arise out of any act or omission of ULTIMATE, including ULTIMATE's officers, officials, employees, volunteers, agents, contractors, team participants, guests and invitees.
- Determine whether the grounds are safe, suitable and appropriate for any of its intended activities and inspect the property prior to each use to determine the suitability of the Facilities for any contemplated use and identify any potential safety hazards or dangerous conditions immediately.
- Adhere to all safety programs and standards set by the Park District while on the Facilities.
- Alcohol and/or illegal drugs are not permitted at any time during the Approved Use.
- Adhere to all Park District policies and directives related to use of wet fields.



- ULTIMATE is responsible for conveying to their coaches/volunteers/players regarding severe weather conditions.
- ULTIMATE understands and agrees that the Park District does not assume care, custody or control of any personal property or equipment brought on the Facilities. Park District does not assume liability for property lost, damaged or stolen on Facilities.
- Prior to the first day of ULTIMATE's permits, all permits that ULTIMATE does not need must be given back to the Park District. Failure to give back permits prior to start of season will result in payment of said permits.
- Report to the Park District Weather Related Cancellations within one week of weather event. Weather events reported later than one week after said event will result in ULTIMATE being responsible for payment of those permits.
- There are no rainouts on the turf fields which includes Brooks Middle School, Irving Elementary School, Julian Middle School and Ridgeland Commons.

**IX. Carry In/Carry Out**

ULTIMATE will comply with The Park District's Greening Advisory Committee Carry In/Carry Out Program to reduce trash, keep parks clean, increase environmental awareness and stewardship. ULTIMATE will carry out what they carry in to the Facilities.

**X. Specific Terms of Agreement**

This Agreement includes the Specific Terms of Agreement.

WHEREFORE, the Park District and the ULTIMATE have caused this License Agreement to be executed by authorized representatives.

**PARK DISTRICT OF OAK PARK**

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

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

**OAK PARK RIVER FOREST YOUTH ULTIMATE**

By: Robert Spatz

Date: 11/21/2022

Printed name: Robert Spatz

Title: Treasurer

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# PARK DISTRICT OF OAK PARK

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## FACILITIES USE LICENSE AGREEMENT WITH OAK PARK RIVER FOREST YOUTH FOOTBALL ORGANIZATION

This Facilities Use License Agreement ("*License Agreement*") is entered into between the Park District of Oak Park (the "*Park District*") Oak Park River Forest Youth Football (the "OPRFYF");

WHEREAS, the Park District owns and operates parks, recreation centers, and related facilities (collectively the "*Facilities*") for the residents of the Village of Oak Park and maintains coordinated schedules for the use of the Facilities; and

WHEREAS, OPRFYF is one of the organizations that use the Facilities; and

WHEREAS, the Park District has established a Facilities use and allocation management program called PACT (Partner, Associate, Companion, Tenant) for the efficient, cost-effective, fair allocation and scheduling of the Facilities among those organizations; and

WHEREAS, OPRFYF desires to use certain Facilities for its programs, which are described in this License Agreement; and

WHEREAS, the Park District and OPRFYF desire to enter into this Agreement to set forth the responsibilities, requirements, expectations of the parties related to the OPRFYF's use of the Facilities;

NOW, THEREFORE, it is agreed by the Park District and OPRFYF as follows:

### **I. Grant of License for Authorized Use**

The Park District hereby grants to the OPRFYF a temporary license (the "*License*") for the purpose of allowing the OPRFYF to conduct the following:

Classification:	Companion
Approved Facilities:	Park District managed facilities & athletic fields
Nature of use:	Practices, games, meetings & registrations
Times of Use:	Fields without lights are sunrise to sunset with permit Fields with lights are sunrise until the auto-timed lights turn off Facilities with permit
Special Features:	Bathrooms may close after 10/31 due to weather conditions

These terms constitute the "*Authorized Use*" and the License is for the Authorized Use only.

## II. Term of License; Termination

The License is for a term commencing on January 1, 2023 and expiring on December 31, 2025 (the “*License Term*”). The Park District, at its discretion for cause, may terminate the License at any time on seven days prior written notice by the Park District to the OPRFYF, or at any time, with or without advance notice, in the event of an unforeseen emergency. For purposes of this agreement, “cause” means, among other things, noncompliance by OPRFYF of any of its obligations hereunder that has not been cured within 30 days after the Park District gives written notice to OPRFYF of the noncompliance. On termination of the License, all use of the Approved Facilities by the OPRFYF must be discontinued immediately. The termination of the License will not terminate the duties and responsibilities of the OPRFYF to repair and restore damaged property and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Agreement.

## III. Eligible Hours and Pricing Schedule

OPRFYF’s number of participants x 3 equals the number of hours that OPRFYF is eligible. OPRFYF understands that they are unlikely to receive the total amount of eligible hours due to limited field space and maximum participants throughout the community.

### A. Pricing Schedule:

Eligible Hours:       2023 - \$11 per hour  
                              2024 - \$12 per hour  
                              2025 - \$13 per hour

Community Center: 40% Discount

Over Time Hours:    Any permitted hours in excess of eligible hours will be billed at:

2023   \$22 per hour  
2024   \$24 per hour  
2025   \$26 per hour

B. Number of Participants; Payment of Invoice. The OPRFYF will give an estimated number of participants when submitting the PACT Application and again if numbers significantly change at the time of Spring/Summer field requests and/or Fall field requests. The OPRFYF will pay the billed invoice amount in full within 45 days after receipt from the Park District. The failure of the Park District to provide an invoice will not under any circumstances relieve the OPRFYF of its duty to pay for their permitted hours.

## IV. Bond

For this License, there is no bond required from the OPRFYF. A bond may be required for any extended, renewed, or new license.

## V. Insurance

During the License Term, the OPRFYF shall provide commercial general liability (“*CGL*”) insurance with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. The Park District must be included as an insured under the CGL insurance policy, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage. OPRFYF represents and warrants it uses no owned vehicles in connection with its utilization of the Parks. If OPRFYF at any time uses a vehicle in connection with its use of the Approved Facilities, then OPRFYF must provide, in advance, motor vehicle insurance coverage not less than \$1,000,000. The Park District must be named as an additional insured under the motor vehicle insurance policy. The OPRFYF must file proof of all required insurance coverage with the Park District prior to commencement of the Authorized Use.

## **VI. Coach/Volunteer Background Checks**

Before a coach/volunteer may participate in the Approved Use or in any other capacity with the OPRFYF using Park District Facilities, that coach/volunteer must undergo a Criminal Background Check ("CBC".) The failure of the OPRFYF to comply with the provisions of this Subsection VI may disqualify the OPRFYF from engaging in the Authorized Use. A CBC must be completed for a coach/volunteer every two years. The OPRFYF must keep a list of all its coaches/volunteers and the date on which the CBC was completed for each coach/volunteer, and prohibit a coach/volunteer from participating in the Approved Use or in any other capacity with the OPRFYF using any Park District Facilities until a CBC has been completed and cleared for that coach/volunteer.

A. Background Checks Conducted By OPRFYF. Prior to the commencement of the Approved Use, the OPRFYF must provide to the Park District, for Park District approval, an affidavit signed by an authorized OPRFYF representative that all their coaches/volunteers have completed a CBC.

B. Background Checks Conducted through the Park District Background Check System. If OPRFYF chooses to go through the Park District's online CBC for their coaches/volunteers, the coach/volunteer needs to visit the Park District's website at [www.pdop.org/volunteer](http://www.pdop.org/volunteer) to fill out the form. OPRFYF will need to submit a list of the coaches/volunteers that will be conducting their CBC through the Park District to the Park District prior to the coach/volunteer submitting their background check. The Park District will get notification if a coach/volunteer does not clear the CBC and will notify OPRFYF. OPRFYF will be charged the same fee for each CBC that the Park District is charged; at this time the fee per CBC is \$9.95. Failure of a coach/volunteer to properly complete the CBC form disqualifies the coach/volunteer from participating in the Authorized Use.

## **VII. Park District Services**

The Park District will endeavor to provide the following for the OPRFYF:

- A staff member or elected official to serve as a liaison to the OPRFYF and who will endeavor to attend OPRFYF board meetings if requested.
- Limited publicity in the form of organization contact information in Park District Program Brochures and on the Park District's website.
- The opportunity to post organization registration information signs at Facilities designated in advance by the Park District for time period designated by the Park District.
- The opportunity to advertise in the Park District's program brochures at rates set by the Park District.
- Access to bathrooms in community centers during times in which activities are customarily scheduled.
- Preference for scheduling of the Authorized Use in accordance with the Park District's PACT Policies.
- Use of Park District Facilities for annual registration and meeting opportunities, based on availability.
- Park District will line, maintain fields and be responsible for setting up and placing goals for games only.

## **VIII. OPRFYF Additional Responsibilities**

The OPRFYF will comply with the following:

- Educating and enforcing coaches, players, volunteers and spectators on the Park District of Oak Park's Code of Conduct which can be found at [www.pdop.org/programs/youth](http://www.pdop.org/programs/youth)

- In all of its services and programs, comply with the standards and requirements of the Americans with Disabilities Act, the Civil Rights Act of 1964 and the Illinois Human Rights Act. OPRFYF will not discriminate on the basis of race, religion, sexual orientation, national origin or any other recognized protected class.
- Maintain a sound, functioning board that meets on a regular basis.
- Provide a representative to attend meetings of the Park District's Board of Commissioners as requested by the Park District.
- File annually a copy of their governing by-laws and proof of their status as Sec 501(C)(3) not for profit organization.
- Maintain its own financial accounts and forbid everyone within the OPRFYF from incurring any expense for or in the name of the Park District.
- Forbid everyone within the OPRFYF from making representations or commitments for or on behalf of the Park District
- File an Incident Report with the Park District immediately after the incident occurs if the incident was caused by or arose related to a Park District Facilities or an action taken by the Park District.
- Upon request, provide financial scholarship information and where this scholarship information is distributed for community awareness.
- Upon request, provide annual financial reports and written minutes.
- OPRFYF is solely responsible for any and all supervision associated with its use of the Facilities.
- Conduct all of its activities safely and properly and maintain the Approved Facilities in a safe condition during each Authorized Use.
- Immediately alert the Park District of any damage made to Facilities. OPRFYF will be responsible for any damage done to Facilities beyond normal wear and tear and shall fully and promptly reimburse Park District for all costs/expenses incurred.
- OPRFYF shall defend, indemnify and hold harmless Park District, it's officials, officers, employees, volunteers and agents against any and all losses and expenses (including reasonable attorneys' fees,) claims, costs, causes of action, damage to property, arising out of or in consequence of the Agreement, but only to the extent such injuries of damages arise out of any act or omission of OPRFYF, including OPRFYF's officers, officials, employees, volunteers, agents, contractors, team participants, guests and invitees.
- Determine whether the grounds are safe, suitable and appropriate for any of its intended activities and inspect the property prior to each use to determine the suitability of the Facilities for any contemplated use and identify any potential safety hazards or dangerous conditions immediately.
- Adhere to all safety programs and standards set by the Park District while on the Facilities.
- Alcohol and/or illegal drugs are not permitted at any time during the Approved Use.
- Adhere to all Park District policies and directives related to use of wet fields.
- OPRFYF is responsible for conveying to their coaches/volunteers/players regarding severe weather conditions.

- OPRFYF understands and agrees that the Park District does not assume care, custody or control of any personal property or equipment brought on the Facilities. Park District does not assume liability for property lost, damaged or stolen on Facilities.
- Prior to the first day of OPRFYF's permits, all permits that OPRFYF does not need must be given back to the Park District. Failure to give back permits prior to start of season will result in payment of said permits.
- Report to the Park District Weather Related Cancellations within one week of weather event. Weather events reported later than one week after said event will result in OPRFYF being responsible for payment of those permits.
- There are no rainouts on the turf fields which includes Brooks Middle School, Irving Elementary School, Julian Middle School and Ridgeland Commons.

**IX. Carry In/Carry Out**

OPRFYF will comply with The Park District's Greening Advisory Committee Carry In/Carry Out Program to reduce trash, keep parks clean, increase environmental awareness and stewardship. OPRFYF will carry out what they carry in to the Facilities.

**X. Specific Terms of Agreement**

This Agreement includes the Specific Terms of Agreement.

WHEREFORE, the Park District and the OPRFYF have caused this License Agreement to be executed by authorized representatives.

**PARK DISTRICT OF OAK PARK**

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

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

**OAK PARK RIVER FOREST YOUTH FOOTBALL**

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

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

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

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# PARK DISTRICT OF OAK PARK

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## FACILITIES USE LICENSE AGREEMENT WITH OAK PARK YOUTH BASEBALL SOFTBALL ORGANIZATION FOR ASSOCIATE AND COMPANION FIELD USAGE

This Facilities Use License Agreement (“*License Agreement*”) is entered into between the Park District of Oak Park (the “*Park District*”) and Oak Park Youth Baseball Softball (the “OPYBS”);

WHEREAS, the Park District owns and operates parks, recreation centers, and related facilities (collectively the “*Facilities*”) for the residents of the Village of Oak Park and maintains coordinated schedules for the use of the Facilities; and

WHEREAS, OPYBS is one of the organizations that use the Facilities; and

WHEREAS, the Park District has established a Facilities use and allocation management program called PACT (Partner, Associate, Companion, Tenant) for the efficient, cost-effective, fair allocation and scheduling of the Facilities among those organizations; and

WHEREAS, OPYBS desires to use certain Facilities for its programs, which are described in this License Agreement; and

WHEREAS, the Park District and OPYBS desire to enter into this Agreement to set forth the responsibilities, requirements, expectations of the parties related to the OPYBS’s use of the Facilities;

NOW, THEREFORE, it is agreed by the Park District and OPYBS as follows:

### **I. Grant of License for Authorized Use**

***The Park District hereby grants to the OPYBS a temporary license (the “License”) for the purpose of allowing the OPYBS to conduct the following:***

Classification:	Associate
Approved Facilities:	Park District managed facilities & athletic fields
Nature of use:	Baseball and softball practices, games, meetings & registrations
Times of Use:	Fields without lights are sunrise to sunset with permit Fields with lights are sunrise until the auto-timed lights turn off Facilities with permit
Special Features:	Bathrooms may close after 10/31 due to weather conditions

***The Park District hereby grants to the FALCONS/EAGLES a temporary license (the “License”) for the purpose of allowing the FALCONS/EAGLES to conduct the following:***

Classification:	Companion
Approved Facilities:	Park District managed facilities & athletic fields
Nature of use:	Baseball and softball practices, games, meetings & registrations

Times of Use: Fields without lights are sunrise to sunset with permit  
Fields with lights are sunrise until the auto-timed lights turn off  
Facilities with permit

Special Features: Bathrooms may close after 10/31 due to weather conditions

These terms constitute the “*Authorized Use*” and the License is for the Authorized Use only.

## II. Term of License; Termination

The License is for a term commencing on January 1, 2023 and expiring on December 31, 2025 (the “*License Term*”). The Park District, at its discretion for cause, may terminate the License at any time on seven days prior written notice by the Park District to the OPYBS, or at any time, with or without advance notice, in the event of an unforeseen emergency. For purposes of this agreement, "cause" means, among other things, noncompliance by OPYBS of any of its obligations hereunder that has not been cured within 30 days after the Park District gives written notice to OPYBS of the noncompliance. On termination of the License, all use of the Approved Facilities by the OPYBS must be discontinued immediately. The termination of the License will not terminate the duties and responsibilities of the OPYBS to repair and restore damaged property and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Agreement.

## III. Eligible Hours and Pricing Schedule

OPYBS’s number of participants x 4 equals the number of hours that OPYBS is eligible. OPYBS understands that they are unlikely to receive the total amount of eligible hours due to limited field space and maximum participants throughout the community.

### A. Affiliate Pricing Schedule:

Eligible Hours: 2023 - \$8 per hour  
2024 - \$9 per hour  
2025 - \$10 per hour

Community Center: 40% Discount

Over Time Hours: Any permitted hours in excess of eligible hours will be billed at:

2023 \$16 per hour  
2024 \$18 per hour  
2025 \$20 per hour

### Companion Pricing Schedule:

Eligible Hours: 2023 - \$11 per hour  
2024 - \$12 per hour  
2025 - \$13 per hour

Community Center: 40% Discount

Over Time Hours: Any permitted hours in excess of eligible hours will be billed at:

2023 \$22 per hour  
2024 \$24 per hour  
2025 \$26 per hour



B. Number of Participants; Payment of Invoice. The OPYBS will give an estimated number of participants when submitting the PACT Application and again if numbers significantly change at the time of Spring/Summer field requests and/or Fall field requests. The OPYBS will pay the billed invoice amount in full within 45 days after receipt from the Park District. The failure of the Park District to provide an invoice will not under any circumstances relieve the OPYBS of its duty to pay for their permitted hours.

#### **IV. Bond**

For this License, there is no bond required from the OPYBS. A bond may be required for any extended, renewed, or new license.

#### **V. Insurance**

During the License Term, the OPYBS shall provide commercial general liability (“CGL”) insurance with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. The Park District must be included as an insured under the CGL insurance policy, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage. OPYBS represents and warrants it uses no owned vehicles in connection with its utilization of the Parks. If OPYBS at any time uses a vehicle in connection with its use of the Approved Facilities, then OPYBS must provide, in advance, motor vehicle insurance coverage not less than \$1,000,000. The Park District must be named as an additional insured under the motor vehicle insurance policy. The OPYBS must file proof of all required insurance coverage with the Park District prior to commencement of the Authorized Use.

#### **VI. Coach/Volunteer Background Checks**

Before a coach/volunteer may participate in the Approved Use or in any other capacity with the OPYBS using Park District Facilities, that coach/volunteer must undergo a Criminal Background Check (“CBC”.) The failure of the OPYBS to comply with the provisions of this Subsection VI may disqualify the OPYBS from engaging in the Authorized Use. A CBC must be completed for a coach/volunteer every two years. The OPYBS must keep a list of all its coaches/volunteers and the date on which the CBC was completed for each coach/volunteer, and prohibit a coach/volunteer from participating in the Approved Use or in any other capacity with the OPYBS using any Park District Facilities until a CBC has been completed and cleared for that coach/volunteer.

A. Background Checks Conducted By OPYBS. Prior to the commencement of the Approved Use, the OPYBS must provide to the Park District, for Park District approval, an affidavit signed by an authorized OPYBS representative that all their coaches/volunteers have completed a CBC.

B. Background Checks Conducted through the Park District Background Check System. If OPYBS chooses to go through the Park District’s online CBC for their coaches/volunteers, the coach/volunteer needs to visit the Park District’s website at [www.pdop.org/volunteer](http://www.pdop.org/volunteer) to fill out the form. OPYBS will need to submit a list of the coaches/volunteers that will be conducting their CBC through the Park District to the Park District prior to the coach/volunteer submitting their background check. The Park District will get notification if a coach/volunteer does not clear the CBC and will notify OPYBS. OPYBS will be charged the same fee for each CBC that the Park District is charged; at this time the fee per CBC is \$9.95. Failure of a coach/volunteer to properly complete the CBC form disqualifies the coach/volunteer from participating in the Authorized Use.

#### **VII. Park District Services**

The Park District will endeavor to provide the following for the OPYBS:

- A staff member or elected official to serve as a liaison to the OPYBS and who will endeavor to attend OPYBS board meetings if requested.

- Limited publicity in the form of organization contact information in Park District Program Brochures and on the Park District's website.
- The opportunity to post organization registration information signs at Facilities designated in advance by the Park District for time period designated by the Park District.
- The opportunity to advertise in the Park District's program brochures at rates set by the Park District.
- Access to bathrooms in community centers during times in which activities are customarily scheduled.
- Preference for scheduling of the Authorized Use in accordance with the Park District's PACT Policies.
- Use of Park District Facilities for annual registration and meeting opportunities, based on availability.
- Park District will line, maintain fields and be responsible for setting up and placing goals for games only.

### **VIII. OPYBS Additional Responsibilities**

The OPYBS will comply with the following:

- Educating and enforcing coaches, players, volunteers and spectators on the Park District of Oak Park's Code of Conduct which can be found at [www.pdop.org/programs/youth](http://www.pdop.org/programs/youth)
- In all of its services and programs, comply with the standards and requirements of the Americans with Disabilities Act, the Civil Rights Act of 1964 and the Illinois Human Rights Act. OPYBS will not discriminate on the basis of race, religion, sexual orientation, national origin or any other recognized protected class.
- Maintain a sound, functioning board that meets on a regular basis.
- Provide a representative to attend meetings of the Park District's Board of Commissioners as requested by the Park District.
- File annually a copy of their governing by-laws and proof of their status as Sec 501(C)(3) not for profit organization.
- Maintain its own financial accounts and forbid everyone within the OPYBS from incurring any expense for or in the name of the Park District.
- Forbid everyone within the OPYBS from making representations or commitments for or on behalf of the Park District
- File an Incident Report with the Park District immediately after the incident occurs if the incident was caused by or arose related to a Park District Facilities or an action taken by the Park District.
- Upon request, provide financial scholarship information and where this scholarship information is distributed for community awareness.
- Upon request, provide annual financial reports and written minutes.
- OPYBS is solely responsible for any and all supervision associated with its use of the Facilities.
- Conduct all of its activities safely and properly and maintain the Approved Facilities in a safe condition during each Authorized Use.

- Immediately alert the Park District of any damage made to Facilities. OPYBS will be responsible for any damage done to Facilities beyond normal wear and tear and shall fully and promptly reimburse Park District for all costs/expenses incurred.
- OPYBS shall defend, indemnify and hold harmless Park District, it's officials, officers, employees, volunteers and agents against any and all losses and expenses (including reasonable attorneys' fees,) claims, costs, causes of action, damage to property, arising out of or in consequence of the Agreement, but only to the extent such injuries of damages arise out of any act or omission of OPYBS, including OPYBS's officers, officials, employees, volunteers, agents, contractors, team participants, guests and invitees.
- Determine whether the grounds are safe, suitable and appropriate for any of its intended activities and inspect the property prior to each use to determine the suitability of the Facilities for any contemplated use and identify any potential safety hazards or dangerous conditions immediately.
- Adhere to all safety programs and standards set by the Park District while on the Facilities.
- Alcohol and/or illegal drugs are not permitted at any time during the Approved Use.
- Adhere to all Park District policies and directives related to use of wet fields.
- OPYBS is responsible for conveying to their coaches/volunteers/players regarding severe weather conditions.
- OPYBS understands and agrees that the Park District does not assume care, custody or control of any personal property or equipment brought on the Facilities. Park District does not assume liability for property lost, damaged or stolen on Facilities.
- Prior to the first day of OPYBS's permits, all permits that OPYBS does not need must be given back to the Park District. Failure to give back permits prior to start of season will result in payment of said permits.
- Report to the Park District Weather Related Cancellations within one week of weather event. Weather events reported later than one week after said event will result in OPYBS being responsible for payment of those permits.
- There are no rainouts on the turf fields which includes Brooks Middle School, Irving Elementary School, Julian Middle School and Ridgeland Commons.

#### **IX. Carry In/Carry Out**

OPYBS will comply with The Park District's Greening Advisory Committee Carry In/Carry Out Program to reduce trash, keep parks clean, increase environmental awareness and stewardship. OPYBS will carry out what they carry in to the Facilities.

#### **X. Specific Terms of Agreement**

This Agreement includes the Specific Terms of Agreement.

WHEREFORE, the Park District and the OPYBS have caused this License Agreement to be executed by authorized representatives.

**PARK DISTRICT OF OAK PARK**

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

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

**OAK PARK YOUTH BASEBALL SOFTBALL**

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

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

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

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# PARK DISTRICT OF OAK PARK

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## FACILITIES USE LICENSE AGREEMENT WITH OPRF PONY BASEBALL ORGANIZATION

This Facilities Use License Agreement ("*License Agreement*") is entered into between the Park District of Oak Park (the "*Park District*") OPRF Pony Baseball ("*PONY*");

WHEREAS, the Park District owns and operates parks, recreation centers, and related facilities (collectively the "*Facilities*") for the residents of the Village of Oak Park and maintains coordinated schedules for the use of the Facilities; and

WHEREAS, PONY is one of the organizations that use the Facilities; and

WHEREAS, the Park District has established a Facilities use and allocation management program called PACT (Partner, Associate, Companion, Tenant) for the efficient, cost-effective, fair allocation and scheduling of the Facilities among those organizations; and

WHEREAS, PONY desires to use certain Facilities for its programs, which are described in this License Agreement; and

WHEREAS, the Park District and PONY desire to enter into this Agreement to set forth the responsibilities, requirements, expectations of the parties related to the PONY's use of the Facilities;

NOW, THEREFORE, it is agreed by the Park District and PONY as follows:

### **I. Grant of License for Authorized Use**

The Park District hereby grants to the PONY a temporary license (the "*License*") for the purpose of allowing the PONY to conduct the following:

Classification:	Companion
Approved Facilities:	Park District managed facilities & athletic fields
Nature of use:	Soccer practices, games, meetings & registrations
Times of Use:	Fields without lights are sunrise to sunset with permit Fields with lights are sunrise until the auto-timed lights turn off Facilities with permit
Special Features:	Bathrooms may close after 10/31 due to weather conditions

These terms constitute the "*Authorized Use*" and the License is for the Authorized Use only.

## II. Term of License; Termination

The License is for a term commencing on January 1, 2023 and expiring on December 31, 2025 (the “*License Term*”). The Park District, at its discretion for cause, may terminate the License at any time on seven days prior written notice by the Park District to the PONY, or at any time, with or without advance notice, in the event of an unforeseen emergency. For purposes of this agreement, "cause" means, among other things, noncompliance by PONY of any of its obligations hereunder that has not been cured within 30 days after the Park District gives written notice to PONY of the noncompliance. On termination of the License, all use of the Approved Facilities by the PONY must be discontinued immediately. The termination of the License will not terminate the duties and responsibilities of the PONY to repair and restore damaged property and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Agreement.

## III. Eligible Hours and Pricing Schedule

PONY's number of participants x 4 equals the number of hours that PONY is eligible. PONY understands that they are unlikely to receive the total amount of eligible hours due to limited field space and maximum participants throughout the community.

### A. Pricing Schedule:

Eligible Hours:       2023 - \$11 per hour  
                              2024 - \$12 per hour  
                              2025 - \$13 per hour

Community Center:   40% Discount

Over Time Hours:     Any permitted hours in excess of eligible hours will be billed at:

                              2023   \$22 per hour  
                              2024   \$24 per hour  
                              2025   \$26 per hour

B. Number of Participants; Payment of Invoice. The PONY will give an estimated number of participants when submitting the PACT Application and again if numbers significantly change at the time of Spring/Summer field requests and/or Fall field requests. The PONY will pay the billed invoice amount in full within 45 days after receipt from the Park District. The failure of the Park District to provide an invoice will not under any circumstances relieve the PONY of its duty to pay for their permitted hours.

## IV. Bond

For this License, there is no bond required from the PONY. A bond may be required for any extended, renewed, or new license.

## V. Insurance

During the License Term, the PONY shall provide commercial general liability (“*CGL*”) insurance with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. The Park District must be included as an insured under the CGL insurance policy, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage. PONY represents and warrants it uses no owned vehicles in connection with its utilization of the Parks. If PONY at any time uses a vehicle in connection with its use of the Approved Facilities, then PONY must provide, in advance, motor vehicle insurance coverage not less than \$1,000,000. The Park District must be named as an additional insured under the motor vehicle insurance policy. The PONY must file proof of all required insurance coverage with the Park District prior to commencement of the Authorized Use.

## **VI. Coach/Volunteer Background Checks**

Before a coach/volunteer may participate in the Approved Use or in any other capacity with the PONY using Park District Facilities, that coach/volunteer must undergo a Criminal Background Check ("CBC".) The failure of the PONY to comply with the provisions of this Subsection VI may disqualify the PONY from engaging in the Authorized Use. A CBC must be completed for a coach/volunteer every two years. The PONY must keep a list of all its coaches/volunteers and the date on which the CBC was completed for each coach/volunteer, and prohibit a coach/volunteer from participating in the Approved Use or in any other capacity with the PONY using any Park District Facilities until a CBC has been completed and cleared for that coach/volunteer.

A. Background Checks Conducted By PONY. Prior to the commencement of the Approved Use, the PONY must provide to the Park District, for Park District approval, an affidavit signed by an authorized PONY representative that all their coaches/volunteers have completed a CBC.

B. Background Checks Conducted through the Park District Background Check System. If PONY chooses to go through the Park District's online CBC for their coaches/volunteers, the coach/volunteer needs to visit the Park District's website at [www.pdop.org/volunteer](http://www.pdop.org/volunteer) to fill out the form. PONY will need to submit a list of the coaches/volunteers that will be conducting their CBC through the Park District to the Park District prior to the coach/volunteer submitting their background check. The Park District will get notification if a coach/volunteer does not clear the CBC and will notify PONY. PONY will be charged the same fee for each CBC that the Park District is charged; at this time the fee per CBC is \$9.95. Failure of a coach/volunteer to properly complete the CBC form disqualifies the coach/volunteer from participating in the Authorized Use.

## **VII. Park District Services**

The Park District will endeavor to provide the following for the PONY:

- A staff member or elected official to serve as a liaison to the PONY and who will endeavor to attend PONY board meetings if requested.
- Limited publicity in the form of organization contact information in Park District Program Brochures and on the Park District's website.
- The opportunity to post organization registration information signs at Facilities designated in advance by the Park District for time period designated by the Park District.
- The opportunity to advertise in the Park District's program brochures at rates set by the Park District.
- Access to bathrooms in community centers during times in which activities are customarily scheduled.
- Preference for scheduling of the Authorized Use in accordance with the Park District's PACT Policies.
- Use of Park District Facilities for annual registration and meeting opportunities, based on availability.
- Park District will line, maintain fields and be responsible for setting up and placing goals for games only.

## **VIII. PONY Additional Responsibilities**

The PONY will comply with the following:

- Educating and enforcing coaches, players, volunteers and spectators on the Park District of Oak Park's Code of Conduct which can be found at [www.pdop.org/programs/youth](http://www.pdop.org/programs/youth)



- In all of its services and programs, comply with the standards and requirements of the Americans with Disabilities Act, the Civil Rights Act of 1964 and the Illinois Human Rights Act. PONY will not discriminate on the basis of race, religion, sexual orientation, national origin or any other recognized protected class.
- Maintain a sound, functioning board that meets on a regular basis.
- Provide a representative to attend meetings of the Park District's Board of Commissioners as requested by the Park District.
- File annually a copy of their governing by-laws and proof of their status as Sec 501(C)(3) not for profit organization.
- Maintain its own financial accounts and forbid everyone within the PONY from incurring any expense for or in the name of the Park District.
- Forbid everyone within the PONY from making representations or commitments for or on behalf of the Park District
- File an Incident Report with the Park District immediately after the incident occurs if the incident was caused by or arose related to a Park District Facilities or an action taken by the Park District.
- Upon request, provide financial scholarship information and where this scholarship information is distributed for community awareness.
- Upon request, provide annual financial reports and written minutes.
- PONY is solely responsible for any and all supervision associated with its use of the Facilities.
- Conduct all of its activities safely and properly and maintain the Approved Facilities in a safe condition during each Authorized Use.
- Immediately alert the Park District of any damage made to Facilities. PONY will be responsible for any damage done to Facilities beyond normal wear and tear and shall fully and promptly reimburse Park District for all costs/expenses incurred.
- PONY shall defend, indemnify and hold harmless Park District, it's officials, officers, employees, volunteers and agents against any and all losses and expenses (including reasonable attorneys' fees,) claims, costs, causes of action, damage to property, arising out of or in consequence of the Agreement, but only to the extent such injuries of damages arise out of any act or omission of PONY, including PONY's officers, officials, employees, volunteers, agents, contractors, team participants, guests and invitees.
- Determine whether the grounds are safe, suitable and appropriate for any of its intended activities and inspect the property prior to each use to determine the suitability of the Facilities for any contemplated use and identify any potential safety hazards or dangerous conditions immediately.
- Adhere to all safety programs and standards set by the Park District while on the Facilities.
- Alcohol and/or illegal drugs are not permitted at any time during the Approved Use.
- Adhere to all Park District policies and directives related to use of wet fields.
- PONY is responsible for conveying to their coaches/volunteers/players regarding severe weather conditions.

- PONY understands and agrees that the Park District does not assume care, custody or control of any personal property or equipment brought on the Facilities. Park District does not assume liability for property lost, damaged or stolen on Facilities.
- Prior to the first day of PONY's permits, all permits that PONY does not need must be given back to the Park District. Failure to give back permits prior to start of season will result in payment of said permits.
- Report to the Park District Weather Related Cancellations within one week of weather event. Weather events reported later than one week after said event will result in PONY being responsible for payment of those permits.
- There are no rainouts on the turf fields which includes Brooks Middle School, Irving Elementary School, Julian Middle School and Ridgeland Commons.

**IX. Carry In/Carry Out**

PONY will comply with The Park District's Greening Advisory Committee Carry In/Carry Out Program to reduce trash, keep parks clean, increase environmental awareness and stewardship. PONY will carry out what they carry in to the Facilities.

**X. Specific Terms of Agreement**

This Agreement includes the Specific Terms of Agreement.

WHEREFORE, the Park District and the PONY have caused this License Agreement to be executed by authorized representatives.

**PARK DISTRICT OF OAK PARK**

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

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

**OPRF PONY BASEBALL**

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

Date: November 8, 2022

Printed name: Bill Pantazopoulos

Title: Chairman

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

THIS AGREEMENT (“*Agreement*”) is made and entered into as of January 1, 2023, (“*Effective Date*”) between the Park District of Oak Park, an Illinois Park District, (“*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 for full use of Barrie Park (“*Barrie*”) from the Park District for one Saturday in September.

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

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

The Park District will allow SEOPCO to use Barrie as stated in Appendix A 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 Use of Barrie and the Volunteer Support Services from time to time in writing, without formal amendment of this Agreement.

**Section 2. Cancellation Policy**

A. Cancellation of Approved Event. The Park District may need to postpone or cancel an approved use by SEOPCO of Barrie. 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 must comply with all applicable Park District Rules and Regulations when using Barrie Park.

B. Carry In-Carry Out. SEOPCO will comply with the Park District’s Greening Advisory Committee Carry In/Carry Out Program to reduce trash, keep parks clean, increase environmental awareness and stewardship. SEOPCO will carry out what they carry in to Barrie.

D. Reasonable Care. SEOPCO must take reasonable care to prevent damage to, or unusual wear and tear to Barrie.

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

#### **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 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 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, 2023 ("*Term*").

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

C. 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.

D. 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.

E. 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.

F. 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.

G. 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: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX A

### BARRIE PARK AND VOLUNTEER SUPPORT SERVICES

#### **SEOPCO Use of Barrie Park**

*Full use of Barrie Park to conduct BarrieFest on one Saturday in September between the hours of 11AM and 6PM.*

The 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 at the conclusion of the event.
- Attempt to accommodate changes to the identified schedule and date based upon availability.

SEOPCO will:

- Assure that an adult coordinator is declared and available to the Park District and on-site for the duration of the event
- Leave entire site and center in the same condition as found
- Assure that any cancellation of use or significant schedule change is communicated in advance of use.
- No Bounce Houses are allowed on Park Property
- 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.
- Provide adult supervision throughout the entire duration of the event.
- Provide publicity for Park District classes and events on SEOPCO's website .

**A PARTNERSHIP AGREEMENT  
BETWEEN THE PARK DISTRICT OF OAK PARK  
AND ST. GILES PARISH AND SCHOOL  
FOR SHARED USE OF FACILITIES AND SUPPORTING SERVICES**

THIS AGREEMENT (the “*Agreement*”) is made and entered into as of January 1, 2023 (the “*Effective Date*”) between the Park District of Oak Park, an Illinois park district, (the “*Park District*”) and St. Giles Parish and School of the Catholic Bishop of Chicago, an Illinois corporation (“*St. Giles*”);

WHEREAS, the Park District has a program through which it partners with other Oak Park organizations to share facilities and services; and

WHEREAS, St. Giles and the Park District desire to enter as partners into this Agreement for the sharing of certain facilities for their programs;

NOW, THEREFORE, the Park District and St. Giles agree as follows:

**SECTION 1. SHARED FACILITIES AND SERVICES**

The Park District will share certain of its play fields with St. Giles as stated in Appendix A attached to and by this reference incorporated into this Agreement, and St. Giles will share certain gymnasium and other space at its school building with the Park District also as stated in Appendix A (each a “*Shared Facility*” and collectively the “*Shared Facilities*”). The Park District and St. Giles may modify the list of Shared Facilities from time to time in writing, without formal amendment of this Agreement.

**SECTION 2. USE OF SHARED FACILITIES**

A. Requests in Writing. The Park District and St. Giles each may use the other’s Shared Facilities as stated in Appendix A. In addition, each party may request from time to time, in writing, additional use of a Shared Facility of the other party (an “*Additional Use*”).

B. Responses to Requests. All requests shall be answered in writing within 10 working days after receipt. A host party may decline a request for an Additional Use at its discretion, but the parties will endeavor to allow an Additional Use whenever reasonably possible.

C. Cancellation of Approved Event or Program. The host party will endeavor not to cancel or postpone the use by the guest party of a Shared Facility that is stated in Appendix A or that has been approved as an Additional Use. The host party, in the case of a conflict or other circumstance that cannot reasonably be resolved, may cancel or postpone the guest party’s use of a Shared Facility on 72-hours written notice or, if 72-hours written notice is impractical, then as much advance notice as possible. The host party will cooperate with the guest party to relocate or reschedule the affected program.

D. Compliance with Policies, Ordinances, and Procedures. The guest party and its staff members and participants must comply with all applicable rules and policies of the host party relating to conduct and use of the Shared Facility.

E. Normal Maintenance. Each party will undertake all normal and routine maintenance of its own facilities at no cost to the guest party. In the case of the Park District's play fields, the Park District will undertake routine maintenance. St. Giles will perform some routine tasks relating to the use of the play fields, such as equipment setup if any, and other similar preparation for play.

F. Clean-Up of Debris. The guest party is responsible for cleaning up litter and debris generated as a direct result of the guest party's use of a Shared Facility. St. Giles must adopt and follow sound environmental practices, including, among other measures, encouraging use of reusable water and juice containers and other waste reduction measures and proper disposal of recyclable products. The Park District also expects support and communication to your participants of the Carry In – Carry Out program to reduce waste in the parks.

G. Reasonable Care. Each time a guest party uses a Shared Facility, the guest party will 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.

H. Repairs. The guest party will promptly repair at its expense, or pay the host party for the repair, of any damage or unusual wear and tear to a Shared Facility, including without limitation turf, materials, and equipment, caused by the guest party's use, which repair will be undertaken at a time and in a manner agreed to by the parties. St. Giles will not be responsible for large-scale re-sodding of a play field but may be responsible for replacing portions of sod on a play field if the sod is severely damaged from misuse, abuse, or other extraordinary activity conducted by St. Giles.

I. Responsibility for Own Personnel. Each party 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. GENERAL LIABILITY INSURANCE

A. General Standard. Each party will provide its standard insurance coverage for its facilities. Each guest party will 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 party.

B. Commercial General Liability Insurance. Each party will keep in force commercial general liability insurance specifically including bodily injury, personal injury and property damage with limits of not less than \$1,000,000 per occurrence, written on an occurrence basis and times naming the other party as an additional insured.

C. Certificates of Insurance; Notice. Each party will furnish to the other party certificates and endorsements, 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.



## SECTION 4. INDEMNITY

A. Indemnity by Park District. The Park District will indemnify, defend, and save and hold harmless St. Giles 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 St. Giles facility that arises out of any act or omission of the Park District, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons occurring or alleged to have occurred in whole or in part in connection with the use of the Shared Facilities or services described herein. St. Giles agrees that, in the event any claim is asserted or any action brought to recover any such damage, St. Giles will give immediate notice thereof in writing to the Park District and will cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action will be performed and concluded by the Park District, except that St. Giles shall approve the terms of the settlement, which approval shall not be unreasonable withheld. St. Giles agrees to notify the Park District in writing within five business days and by telephone immediately after St. Giles receives any such complaint or claim. The delivery of written notification will 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 St. Giles. St. Giles will 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 St. Giles, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons occurring or alleged to have occurred in whole or in part in connection with the use of the Shared Facilities or services described herein. 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 immediate notice thereof in writing to St. Giles and will cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action will be performed and concluded by St. Giles, except that St. Giles shall approve the terms of the settlement, which approval shall not be unreasonable withheld. The Park District agrees to notify St. Giles in writing within five business days and by telephone immediately after the Park District receives any such complaint or claim. The delivery of written notification will 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 party providing the indemnification will be allowed to raise, on behalf of the indemnified party, any and all defenses statutory or common law to a claim or action that the indemnified party 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 5. GENERAL PROVISIONS

A. Term. This Agreement is a term commencing on the Effective Date and expiring on December 31, 2023 (the “*Term*”). The parties may extend the Term of this Agreement 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. Assignment Prohibited. Neither party 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 party.

C. Termination. Either party may terminate this Agreement on 120 days written notice to the other party, except that this Agreement may 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 will 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. Each party may change the address or the addressee, or both, for all future notices and communications to that party, 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 St. Giles:  
St. Giles School  
1034 Linden Avenue  
Oak Park, Illinois 60302  
Attn: Principal

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

With copies to:  
St. Giles School  
1025 Columbian Avenue  
Oak Park, Illinois 60302  
Attn: Pastor

The Archdiocese of Chicago  
835 North Rush Street  
Chicago, Illinois 60611  
Attention: Office of Legal Services

E. 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.

F. 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 St. Giles

G. 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.

H. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Park District and St. Giles, 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 St. Giles.

I. No Agency or Partnership. Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any association between the parties other than the sharing of space and services as specifically described herein.

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

WHEREFORE, the Park District and St. Giles 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: \_\_\_\_\_

**The Catholic Bishop of Chicago**

By: \_\_\_\_\_  
Printed name: Eric Wollan  
Title: Director of Capital Assets

Acknowledged by:  
\_\_\_\_\_  
Rev. Carl Morello, Pastor  
St. Giles Parish

## APPENDIX A

### SHARED FACILITIES AND SUPPORTING SERVICES

#### 1. Park District Facilities and Services

August – October 2023:

- St. Giles use of a Park District soccer field for practices and games, after 4:00 PM during the week and at various times on Saturdays.
- Total number of hours to be determined; eligible for three (3) hours of field space for every one (1) hour of indoor space provided to PDOP.

The Park District will:

- Line fields and provide goals for games.
- Maintain turf suitable for play.
- Place goals for games only.

St. Giles will:

- Examine playfield and equipment before use to assure safe conditions.
- Report poor conditions before a field is used.
- The Park District also expects support and communication to your participants of the Carry In-Carry Out program to reduce waste in the parks.

#### 2. St. Giles Facilities and Services

Basketball courts or other rooms requested and available for various Park District activities for every hour of indoor space St. Giles will be eligible for three (3) hours of outdoor space.

**A PARTNERSHIP AGREEMENT BETWEEN  
THE PARK DISTRICT OF OAK PARK  
AND TROOP 4020**

THIS AGREEMENT (“*Agreement*”) is made and entered into as of January 1, 2023, (the “*Effective Date*”) and ending December 31, 2023 (the “*End Date*”) between the Park District of Oak Park, (“PDOP”) and Troop 4020 (“*Troop 4020*”); and

WHEREAS, the PDOP has instituted a program called PACT (Partner, Associate, Companion, Tenant) which establishes a fair, equitable and cost effective system in which to manage and administer reservations at Park District facilities, and

WHEREAS, PDOP and Troop 4020 desire to exchange facilities use from the PDOP and volunteer services from Troop 4020;

NOW, THEREFORE, the PDOP and Troop 4020 agree as follows:

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

The PDOP will allow Troop 4020 to use Park District Facility Room at certain times, as stated in Appendix A, and Troop 4020 will provide volunteer support services to the PDOP as stated in Appendix A.

**Section 2. General Standards for Facilities Use**

A. Compliance with Policies, Ordinances, and Procedures. Troop 4020 and its staff must comply with all applicable PDOP Rules and Regulations when using a PDOP Facility.

B. Park District Facility Setup. Troop 4020 is required to set up the Facility for their meetings which includes clean-up. The PDOP will provide for normal maintenance and custodial services.

C. Carry-In Carry-Out. Troop 4020 must communicate to their participants regarding Carry-In Carry-Out program to reduce waste in the parks.

D. Reasonable Care. Troop 4020 must take reasonable care to prevent damage to, or unusual wear and tear to PDOP Facilities including furnishings, and equipment. Troop 4020 will be responsible for the repair of any damage or unusual wear and tear to a PDOP Facility.

**Section 3. Background Checks**

Prior to the commencement of the Approved Use, Troop 4020 must complete a criminal background check on all volunteers before that volunteer participates

with Troop 4020 at a PDOP Facility. Troop 4020 will provide an affidavit stating that Criminal Background Checks have been completed on all Troop 4020 volunteers. The failure of Troop 4020 to comply with the provisions of this Subsection A may disqualify Troop 4020 from engaging in the Authorized Use.

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

TROOP 4020 must provide standard insurance coverage for its activities. The Park District will maintain its standard property and casualty insurance coverage.

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

Troop 4020 will indemnify the PDOP 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 at Barrie Center that arises out of any act or omission of Troop 4020, including its staff, officials, volunteers, agents, invitees, guests, and patrons. The PDOP agrees that, in the event any claim is asserted or any action brought to recover any such damage, the PDOP will give prompt notice thereof in writing to Troop 4020 and will cooperate in the investigation and defense of any such claim or action.

Troop 4020 shall be responsible for and shall pay for any damages to Park District property arising out of the use of the said premises pursuant to the terms of this agreement or otherwise; ordinary wear and tear accepted.

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

A. Term. This Agreement is for a term beginning on January 1, 2023 and ending on December 31, 2023.

B. Termination. Either party may terminate this Agreement within 30 days via a written notice to the other party.

C. 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.

D. 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 PDOP and Troop 4020.

E. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the PDOP and Troop 4020, 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 PDOP and Troop 4020.

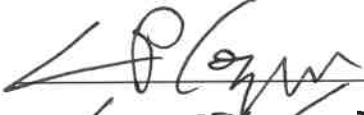
F. Illinois Law Applies. This Agreement shall be governed by the laws of the State of Illinois.

WHEREFORE, the PDOP and Troop 4020 have caused this Agreement to be executed by their duly authorized representatives as of January 1, 2023.

**Park District of Oak Park**

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

**Troop 4020**

By:  \_\_\_\_\_ Date: 11/14/2022  
Printed name: Larry Cozzi  
Title: Ass't Scoutmaster

## **APPENDIX A**

### **SHARED FACILITIES AND VOLUNTEER SUPPORT SERVICES**

The Park District will:

- Allow use of an activity room up to six hours per month
- Provide at least 10 days' notice of the need for distribution along with clear directions of where and when to distribute materials;
- Provide a Park District contact person to manage volunteers at the Frank Lloyd Wright Race

Troop 4020 will:

- Assure that any cancellation of use or significant schedule changes are communicated in advance of use;
- Leave a facility in the same condition as found;
- Participate in the Carry-In Carry-Out program.
- Provide volunteers for the Frank Lloyd Wright race
- Distribute flyers, pamphlets or other promotional materials



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# PARK DISTRICT OF OAK PARK

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## FACILITIES USE LICENSE AGREEMENT WITH OAK PARK WINDMILLS ORGANIZATION

This Facilities Use License Agreement (“*License Agreement*”) is entered into between the Park District of Oak Park (the “*Park District*”) Oak Park Windmills (“WINDMILLS”);

WHEREAS, the Park District owns and operates parks, recreation centers, and related facilities (collectively the “*Facilities*”) for the residents of the Village of Oak Park and maintains coordinated schedules for the use of the Facilities; and

WHEREAS, WINDMILLS is one of the organizations that use the Facilities; and

WHEREAS, the Park District has established a Facilities use and allocation management program called PACT (Partner, Associate, Companion, Tenant) for the efficient, cost-effective, fair allocation and scheduling of the Facilities among those organizations; and

WHEREAS, WINDMILLS desires to use certain Facilities for its programs, which are described in this License Agreement; and

WHEREAS, the Park District and WINDMILLS desire to enter into this Agreement to set forth the responsibilities, requirements, expectations of the parties related to the WINDMILLS’s use of the Facilities;

NOW, THEREFORE, it is agreed by the Park District and WINDMILLS as follows:

### **I. Grant of License for Authorized Use**

The Park District hereby grants to the WINDMILLS a temporary license (the “*License*”) for the purpose of allowing the WINDMILLS to conduct the following:

Classification:	Tenant
Approved Facilities:	Park District managed facilities & athletic fields
Nature of use:	Practices, games, meetings & registrations
Times of Use:	Fields without lights are sunrise to sunset with permit Fields with lights are sunrise until the auto-timed lights turn off Facilities with permit
Special Features:	Bathrooms may close after 10/31 due to weather conditions

These terms constitute the “*Authorized Use*” and the License is for the Authorized Use only.

## **II. Term of License; Termination**

The License is for a term commencing on January 1, 2023 and expiring on December 31, 2023 (the “*License Term*”). The Park District, at its discretion for cause, may terminate the License at any time on seven days prior written notice by the Park District to the WINDMILLS, or at any time, with or without advance notice, in the event of an unforeseen emergency. For purposes of this agreement, “cause” means, among other things, noncompliance by WINDMILLS of any of its obligations hereunder that has not been cured within 30 days after the Park District gives written notice to WINDMILLS of the noncompliance. On termination of the License, all use of the Approved Facilities by the WINDMILLS must be discontinued immediately. The termination of the License will not terminate the duties and responsibilities of the WINDMILLS to repair and restore damaged property and to pay for all costs incurred by the Park District in repair and restoring damaged property in accordance with this Agreement.

## **III. Pricing**

PACT organizations in the Tenant level do not have participant fees and do not receive allotted facility use hours. The hourly rate for Windmills is \$46/Hour.

## **IV. Bond**

For this License, there is no bond required from the WINDMILLS. A bond may be required for any extended, renewed, or new license.

## **V. Insurance**

During the License Term, the WINDMILLS shall provide commercial general liability (“*CGL*”) insurance with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. The Park District must be included as an insured under the CGL insurance policy, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage. WINDMILLS represents and warrants it uses no owned vehicles in connection with its utilization of the Parks. If WINDMILLS at any time uses a vehicle in connection with its use of the Approved Facilities, then WINDMILLS must provide, in advance, motor vehicle insurance coverage not less than \$1,000,000. The Park District must be named as an additional insured under the motor vehicle insurance policy. The WINDMILLS must file proof of all required insurance coverage with the Park District prior to commencement of the Authorized Use.

## **VI. Coach/Volunteer Background Checks**

Before a coach/volunteer may participate in the Approved Use or in any other capacity with the WINDMILLS using Park District Facilities, that coach/volunteer must undergo a Criminal Background Check (“*CBC*.”) The failure of the WINDMILLS to comply with the provisions of this Subsection VI may disqualify the WINDMILLS from engaging in the Authorized Use. A CBC must be completed for a coach/volunteer every two years. The WINDMILLS must keep a list of all its coaches/volunteers and the date on which the CBC was completed for each coach/volunteer, and prohibit a coach/volunteer from participating in the Approved Use or in any other capacity with the WINDMILLS using any Park District Facilities until a CBC has been completed and cleared for that coach/volunteer.

A. Background Checks Conducted By WINDMILLS. Prior to the commencement of the Approved Use, the WINDMILLS must provide to the Park District, for Park District approval, an affidavit signed by an authorized WINDMILLS representative that all their coaches/volunteers have completed a CBC.

B. Background Checks Conducted through the Park District Background Check System. If WINDMILLS chooses to go through the Park District’s online CBC for their coaches/volunteers, the coach/volunteer needs to visit the Park District’s website at [www.pdop.org/volunteer](http://www.pdop.org/volunteer) to fill out the form. WINDMILLS will need to submit a list of the coaches/volunteers that will be conducting their CBC through the Park District to the Park District prior to the coach/volunteer submitting their background check. The Park District will get notification if a

coach/volunteer does not clear the CBC and will notify WINDMILLS. WINDMILLS will be charged the same fee for each CBC that the Park District is charged; at this time the fee per CBC is \$9.95. Failure of a coach/volunteer to properly complete the CBC form disqualifies the coach/volunteer from participating in the Authorized Use.

## **VII. Park District Services**

The Park District will endeavor to provide the following for the WINDMILLS:

- A staff member or elected official to serve as a liaison to the WINDMILLS and who will endeavor to attend WINDMILLS board meetings if requested.
- Limited publicity in the form of organization contact information in Park District Program Brochures and on the Park District's website.
- The opportunity to post organization registration information signs at Facilities designated in advance by the Park District for time period designated by the Park District.
- The opportunity to advertise in the Park District's program brochures at rates set by the Park District.
- Access to bathrooms in community centers during times in which activities are customarily scheduled.
- Preference for scheduling of the Authorized Use in accordance with the Park District's PACT Policies.
- Use of Park District Facilities for annual registration and meeting opportunities, based on availability.
- Park District will line, maintain fields and be responsible for setting up and placing goals for games only.

## **VIII. WINDMILLS Additional Responsibilities**

The WINDMILLS will comply with the following:

- Educating and enforcing coaches, players, volunteers and spectators on the Park District of Oak Park's Code of Conduct which can be found at [www.pdop.org/programs/youth](http://www.pdop.org/programs/youth)
- In all of its services and programs, comply with the standards and requirements of the Americans with Disabilities Act, the Civil Rights Act of 1964 and the Illinois Human Rights Act. WINDMILLS will not discriminate on the basis of race, religion, sexual orientation, national origin or any other recognized protected class.
- Maintain a sound, functioning board that meets on a regular basis.
- Provide a representative to attend meetings of the Park District's Board of Commissioners as requested by the Park District.
- File annually a copy of their governing by-laws and proof of their status as Sec 501(C)(3) not for profit organization.
- Maintain its own financial accounts and forbid everyone within the WINDMILLS from incurring any expense for or in the name of the Park District.
- Forbid everyone within the WINDMILLS from making representations or commitments for or on behalf of the Park District

- File an Incident Report with the Park District immediately after the incident occurs if the incident was caused by or arose related to a Park District Facilities or an action taken by the Park District.
- Upon request, provide financial scholarship information and where this scholarship information is distributed for community awareness.
- Upon request, provide annual financial reports and written minutes.
- WINDMILLS is solely responsible for any and all supervision associated with its use of the Facilities.
- Conduct all of its activities safely and properly and maintain the Approved Facilities in a safe condition during each Authorized Use.
- Immediately alert the Park District of any damage made to Facilities. WINDMILLS will be responsible for any damage done to Facilities beyond normal wear and tear and shall fully and promptly reimburse Park District for all costs/expenses incurred.
- WINDMILLS shall defend, indemnify and hold harmless Park District, it's officials, officers, employees, volunteers and agents against any and all losses and expenses (including reasonable attorneys' fees,) claims, costs, causes of action, damage to property, arising out of or in consequence of the Agreement, but only to the extent such injuries of damages arise out of any act or omission of WINDMILLS, including WINDMILLS's officers, officials, employees, volunteers, agents, contractors, team participants, guests and invitees.
- Determine whether the grounds are safe, suitable and appropriate for any of its intended activities and inspect the property prior to each use to determine the suitability of the Facilities for any contemplated use and identify any potential safety hazards or dangerous conditions immediately.
- Adhere to all safety programs and standards set by the Park District while on the Facilities.
- Alcohol and/or illegal drugs are not permitted at any time during the Approved Use.
- Adhere to all Park District policies and directives related to use of wet fields.
- WINDMILLS is responsible for conveying to their coaches/volunteers/players regarding severe weather conditions.
- WINDMILLS understands and agrees that the Park District does not assume care, custody or control of any personal property or equipment brought on the Facilities. Park District does not assume liability for property lost, damaged or stolen on Facilities.
- Prior to the first day of WINDMILLS's permits, all permits that WINDMILLS does not need must be given back to the Park District. Failure to give back permits prior to start of season will result in payment of said permits.
- Report to the Park District Weather Related Cancellations within one week of weather event. Weather events reported later than one week after said event will result in WINDMILLS being responsible for payment of those permits.
- There are no rainouts on the turf fields which includes Brooks Middle School, Irving Elementary School, Julian Middle School and Ridgeland Commons.

**IX. Carry In/Carry Out**

WINDMILLS will comply with The Park District’s Greening Advisory Committee Carry In/Carry Out Program to reduce trash, keep parks clean, increase environmental awareness and stewardship. WINDMILLS will carry out what they carry in to the Facilities.

**X. Specific Terms of Agreement**

This Agreement includes the Specific Terms of Agreement.

WHEREFORE, the Park District and the WINDMILLS have caused this License Agreement to be executed by authorized representatives.

**PARK DISTRICT OF OAK PARK**

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

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

**OAK PARK WINDMILLS**

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

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

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_



## **2023 Board Action Calendar**



## **Park District of Oak Park 2023 Board Action Calendar**

### **January**

All	■	IPRA Conference January 26-28
Mitch	C	Center Utilization Update
Mitch	R	2022 Facility Report Card
Mitch/Scott	C	Program Scholarship Update
Mitch	R	2022 Performance Measures Year in Review
Mitch	C	Local Government Efficiency Act (2033)
Mitch	C	Bus Lease Agreement
Chris	C	Taylor Park Court Improvement Contract
Chris	C	Barrie Park Improvement Contract
Bill	R	Rehm Parking Lot Improvement Contract

### **February**

Jan	R	2022 PDOP Annual Report
Jan	C	Park District Citizen Committee (PDCC) Update
Susan	C	Annual Historic Properties Operations Report
Jan	C	Parks Foundation Annual Update
Maureen	R	Annual Recreation Report
Bill	R	Annual Special Facilities Report
Board/Jan	R	Community Service Awards Presented
Chris	C	218 Elevator Replacement Contract
Chris	C	EV Charging Station Contract
Chris	C	Vehicle Replacement

### **March**

Jan	C	Executive Director's Annual Performance Review
ESAC/Patti	C	Environmental Sustainability Advisory Committee (ESAC) Update
WSSRA	R	WSSRA Annual Report Update
Jan/Paula	C	Agreement with Service Employees International Union (Expires 2024)
Patti	C	Annual Oak Park Conservatory Operations Report
Patti/FOPCON	C	FOPCON Update
Patti	C	IPRA Environmental Report Card (2023)
Bill	C	Vending Machine Contact Award
Maureen	C	Bus Bid (2025)
Patti	C	IPM Policy Update
Paula	C	Union Employee Agreement (2024)

**April**

All	■	April 8 - Park District of Oak Park 111th Birthday
Mitch	C	2023 Performance Measure 1st Quarter Review
Jan	C	Youth Engagement Agreement/Township (2024)
PH/Jan/Maureen	C	Pleasant Home Foundation Annual Update
Jan	C	D200 IGA - Facilities (2026)
Maureen	C	Apparel Bid (2025)

**May**

Edith/Jan/Board	C	Appointment of Board Officers and Board Committees
Mitch/Attorney	C	Review of Ethics Ordinance (Every Year)
Jan	C	IAPD Legislative Day Update
Jan	■	Spring Park Tour
Jan	C	D97 Fields IGA (2023)
Jan/Mitch	R	Managed IT Contract (2024)
Maureen	C	Collaboration for Early Childhood Agreement (2024)
Mitch	C	Program Pricing Guidance

**June**

Jan/Mitch	C	Austin Trust Update
Mitch	C	2022 Audit Report Presentation
Edith/Jan	C	Bi-Annual Review of Executive Session Minutes
Mitch/Jan	C	2024 Budget Timeline/Guidelines
Paula/Jan	C	Compensation Study (2023)
Chris	R	PlantGreen Update - Gary Cuneen (2023)
Jan	■	Board Retreat 6/20/2023

**July**

Mitch	C	Capital Improvement Plan (CIP) Update
Mitch	R	2023 Performance Measure 2nd Quarter Review

**August**

Jan	R	Strategic Plan Update
Jan/Bill	R	Pool Master Plan Update
Mitch	R	Mid-Year Budget Update

**September**

Jan/Edith	C	Community Service Award–Nominations Gathered
Jan/Edith	C	Elected Officials BBQ Update
Jan	■	Fall Park Tour
Mitch	C	Draft 2023 Tax Levy
Mitch/Jan	■	Budget Meeting September 28
Jan	C	PDOP/D200 IGA Agreement for RCRC (2047)
Chris	C	PDOP Climate Action Plan Update
Maureen	R	Festival Theater Update



**October**

<i>Jan</i>	■	NRPA Conference, October 10-13
<i>Jan</i>	■	IAPD Legal Symposium
<i>Mitch</i>	B	Draft Budget Document Delivered
<i>Mitch</i>	B	Budget and Appropriation Ordinance (release for public inspection)
<i>Mitch</i>	R	2023 Performance Measure 3rd Quarter Review
<i>Mitch/Jan</i>	B	Budget Meeting October 5
<i>Mitch</i>	C	Copier Agreement (2023)
<i>Mitch</i>	C	Audit Engagement Letter (2025)
<i>Jan</i>	C	2025-2027 Strategic Plan Approval (2024)
<i>Edith</i>	C	2024 Committee & Board Meeting Calendar
<i>Maureen/OPYB/S</i>	R	OPYB/S Update
<i>Maureen/AYSO</i>	R	AYSO Update

**November**

<i>Jan/Board Pres.</i>	R	Annual Review of Park District Attorney
<i>Mitch</i>	C	Working Budget (Departmental Goals)
<i>Mitch</i>	C	Tax Levy Ordinance for 2023
<i>Mitch</i>	C	Budget and Appropriation Ordinance 2023
<i>Mitch</i>	C	Tax Levy and Budget Appropriation Public Hearings
<i>Jan</i>	C	D97 IGA - Facilities (2023)
<i>Edith</i>	C	Credentials Certificate for the IAPD Annual Meeting
<i>Mitch</i>	R	2023 Parks Report Card
<i>Paula</i>	C	Personnel Policy Manual Update
<i>Jan</i>	C	Administrative and Board Policy Manual Update
<i>Paula/Joe</i>	C	Safety Manual Update
<i>Jan</i>	C	Crisis Management Plan Update
<i>Mitch</i>	C	Abatement Ordinances for 2019 & 2020 Bonds
<i>Chris</i>	C	Tree Pruning & Removal Contract

**December**

<i>Maureen</i>	R	Report on Annual Accomplishments
<i>Jan/Edith</i>	C	Update Board Action Calendar
<i>Jan/Edith</i>	C	Letter to WSSRA of Appointment of Representatives
<i>Maureen</i>	C	PACT Agreements
<i>Jan</i>	C	Comprehensive Master Plan – Update (2024)
<i>Maureen</i>	C	Festival Theatre Agreement
<i>Edith</i>	C	Bi-Annual Review of Executive Session Minutes
<i>Maureen</i>	R	Active Adult Advisory Committee (AAAC) Update
<i>Patti/Jan</i>	C	FOPCON Agreement (2025)
<i>Chris</i>	R	Annual Sustainability Report
<i>Maureen</i>	C	Program Guide Bid (2023)
<i>Chris</i>	C	District Cleaning Contract (2026)



## **MEMO**

### *Letter to WSSRA of Appointment of Representatives*

**Park District of Oak Park**

218 Madison Street ▪ Oak Park, Illinois 60302 ▪ ph: (708) 725-2000 ▪ fx: (708) 383-5702 ▪ [www.pdop.org](http://www.pdop.org)



# PARK DISTRICT of OAK PARK

218 Madison Street  
Oak Park, IL 60302  
Phone: 708.725.2000  
Fax: 708.725.2301  
[www.pdop.org](http://www.pdop.org)

Marianne Birko, Secretary  
WSSRA Board of Directors  
2915 Maple Street  
Franklin Park, IL 60131

Dear WSSRA Board Secretary:

At the December 1, 2022, Committee of the Whole Meeting, the governing board of the Park District of Oak Park made the following appointments to the WSSRA Board of Directors.

Regular Representative: Jan Arnold, Executive Director  
PDOP, 218 Madison St., Oak Park, IL 60302  
312-259-7359 cell, 708-725-2020 work  
[Jan.Arnold@pdop.org](mailto:Jan.Arnold@pdop.org)

Alternate: Sandy Lentz, Park Board Commissioner  
PDOP, 218 Madison St., Oak Park, IL 60302  
708-524-0378 home, 312-485-3178 cell  
[Sandy.Lentz@pdop.org](mailto:Sandy.Lentz@pdop.org)

It is the understanding of this (Park District/Village) that the role of the representative, regular or alternate, as a voting member of the WSSRA Board is to set policy and authorize the expenditure of funds contributed by association members. The (Park District/Village) also agrees that actions taken by the WSSRA Board are binding upon the district/village, as if they were taken by the District/Village.

In accordance with the Amended and Restated Articles of Agreement of WSSRA, these appointments are effective for a period of one year, until **December 31, 2023**.

Sincerely,

President of the Partner Board





## **MEMO**

### *Bi-Annual Review of Executive Session Minutes*

**Park District of Oak Park**

218 Madison Street ▪ Oak Park, Illinois 60302 ▪ ph: (708) 725-2000 ▪ fx: (708) 383-5702 ▪ [www.pdop.org](http://www.pdop.org)



# PARK DISTRICT of OAK PARK

## Memo

To: David Wick, Chair, Administration & Finance Committee  
Board of Park Commissioners

From: Jan Arnold, Executive Director

Date: November 28, 2022

Re: Bi-Annual Review and Release of Closed Session Minutes



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### Statement

In accordance with the Open Meetings Act, the Board is required to review closed session minutes semi-annually to determine whether the need for confidentiality still exists as to all or parts of the minutes. The review includes all closed session minutes that have not previously been released for public inspection.

Minutes, or portions of minutes, will be made available for public inspection if the Board determines that confidential treatment is no longer required. It is again time for the Board to review closed session minutes.

### Discussion

The Board Secretary, Executive Director, and General Counsel have reviewed the closed session minutes previously not released for August 21, 2014, September 25, 2014 and they have determined that the need for confidentiality still exists for these minutes. There are no additional closed session minutes that have not yet been released. Each of the Commissioners may review all of the closed session minutes and pass along their comments about confidentiality by December 12. I will assume that a Commissioner who does not contact me has agreed with the determination of the Board Secretary, myself, and General Counsel.

### Recommendation

Staff recommends the Park Board continue to hold identified closed session minutes at this time.