



**Park District of Oak Park
Local Government Efficiency Task Force Meeting
Hedges Administrative Center
218 Madison Street, Oak Park, Illinois 60302
February 1, 2024
Directly following the Committee of the Whole Meeting**

AGENDA

I. Roll Call

II. Approve Meeting Minutes

III. Review of Community Partnerships

a. PDOP Volunteer Programs

- Acorns to Oaks*
- Oak Park Conservatory*

b. Intergovernmental Agreements

- Village of Oak Park*
- Oak Park and River Forest High School District 200*
- Oak Park Elementary School District 97*
- Oak Park Township *

c. Partnership and License Agreements

- Friends of Oak Park Conservatory*
- Affiliates:
 - Oak Park Youth Baseball Softball (OPYBS) *
 - Oak Park AYSO*
- Companions:
 - Chicago Edge*
 - OPRF Alliance*
 - OPRF Hockey Club*
 - OPRF Youth Ultimate*
 - OPRF Youth Football*
 - OPRF Pony Baseball*
 - East Avenue Lacrosse*

IV. Adjournment

* Indicates information 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) 725-2050 or via email at Chris.Lindgren@pdop.org.

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



Acorns to Oaks

Park District of Oak Park

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

VOLUNTEER

Join the "Acorns to Oaks" Team!



You're invited! Join our dedicated core of volunteers called "Acorns to Oaks" to help improve the quality of life in Oak Park! By sharing time and talent, volunteers have the opportunity to enjoy the outdoors, meet new people and make a difference in our community.

When you volunteer through Acorns to Oaks, you can ...

- Share your time and talent with the community
- Develop new interests and friendships
- Continue learning and growing
- Leave an impact on your community
- Receive a2o Rewards for your volunteering hours!

Who Can Volunteer?

Individuals and Families

Choose an activity or program based on interests and time availability.

Businesses and Organizations

Build a company's public image and improve staff morale by building a "team" attitude by contributing staff and/or resources to a single service project or an ongoing activity.

Teens and School Groups

Boys and girls at least 14 years old are invited to acquire new skills and gain valuable work experience

Volunteer Opportunities

You can learn more about specific opportunities below, or **download the Acorns to Oaks Volunteer Team info packet!**

Frank Lloyd Wright Races – Celebrating 46+ Years of the Races!

The Frank Lloyd Wright Races features a scenic run, winding through the historic Frank Lloyd Wright and Prairie Home District of Oak Park. In order for this historic running event to run smoothly, the help of over 100 volunteers is needed. To volunteer, please visit **pdop.org/flw**

Park District Volunteer Citizen Committees

The Park District values community input and involvement and has organized four citizen-lead volunteer committees to work with the Park Board of Commissioners and staff for the betterment of the District and our community. More information can be viewed on our **Citizen Committees** page.

Active Adult Ambassador

The Park District of Oak Park is passionate about providing quality recreation experiences for the seniors of Oak Park. The Park District currently offers a wide range of activities for seniors, including trips, fitness classes, luncheons, a book club and more. Volunteers specific to the Active Adult program- Active Adult Ambassadors are currently needed for:

Trip Chaperones
Book Worms Discussion Leader
Food & Flicks and other luncheons

Basic Requirements for Volunteers:

The most important requirement to be a Active Adult Ambassador is the ability to commit to the program you volunteer to lead. Secondly, volunteers must have a genuine passion for improving the quality of life for those 50 and better in our community through sharing your special skill with them.

If you have interest in a volunteer position with the Park District of Oak Park as Active Adult Ambassador, please call (708) 725-2000.

Youth Sports Volunteer Coaches

Youth Sports Leagues depend on volunteers. If you are interested in volunteering to coach a youth basketball, soccer, floor hockey, or a flag football team **e-mail Ryan London** or call (708) 725-2155.

Historic Properties Volunteers

Oak Park Conservatory

Volunteer opportunities at the Oak Park Conservatory give gardeners the chance to learn new gardening skills and practice already-acquired skills while working in this beautiful tropical paradise. A wide variety of **Volunteer Opportunities at the Conservatory** are available.

For more details about either of these opportunities, **e-mail patti.staley@pdop.org** or call her at (708) 725-2451.

Cheney Mansion

Cheney Staff are looking for gardening volunteers to help in Cheney's greenhouse and with the beautiful grounds that surround this historic property owned by the Park District of Oak Park. If you are interested, please call (708) 383-2612.

Pleasant Home

Volunteer opportunities at the historic Pleasant Home include assisting at special events and educational programs, and working on special Pleasant Home Foundation projects. Volunteer benefits include membership, a discount on merchandise in the Museum Store, and reduced rental fees. Volunteer training is held every spring and fall.

Volunteer Docent positions are also available for those interested in history and architecture, in meeting new people, in sharing their time and talents in a creative and rewarding way, and in creating memorable experiences for visitors. Volunteers at Pleasant Home make the rich history of this National Historic Landmark come to life. Interpreting Pleasant Home is the core of Pleasant Home's services, and only through the dedication and commitment of volunteers staff can this mission be fulfilled. Volunteers of all ages are welcome and junior and senior high school students are encouraged to participate.

If you are interested in volunteering at Pleasant Home, please call (708) 383-2654.



Welcome to the Park District of Oak Park!

Dear Park District of Oak Park Volunteer,

Welcome to the Park District of Oak Park's Acorns 2 Oaks Volunteer Team! Thank you for joining hundreds of other community members who give their time, talents, and energy to our organization. Volunteers support the Park District of Oak Park in a variety of ways – at special events, through clerical office work, with education programs, and with environmental projects. Volunteers add new dimension, personality, and depth to our programs and allow us to provide many services to our community that would not take place without your help.

Volunteers also represent the Park District and assist in fulfilling its mission: *"In partnership with the community, we enrich lives by providing meaningful experiences through programs, parks, and facilities."* No matter what task you work on while volunteering, the Park District hopes you realize that each hour you give helps us reach our goal of improving the lives of those in our community. This manual will help familiarize you with our volunteer program. It is designed to supplement you're the volunteer orientation and any other related training that you may receive specific to your volunteer position. Please keep it and refer to it as questions arise.

Thank you for giving the Park District of Oak Park your most important commodity – your time! Your enjoyment and personal enrichment are important to us, so please let us know if there is anything we can do to make your volunteer experience more fulfilling. We look forward to working with you and we appreciate your contributions to the Park District of Oak Park.

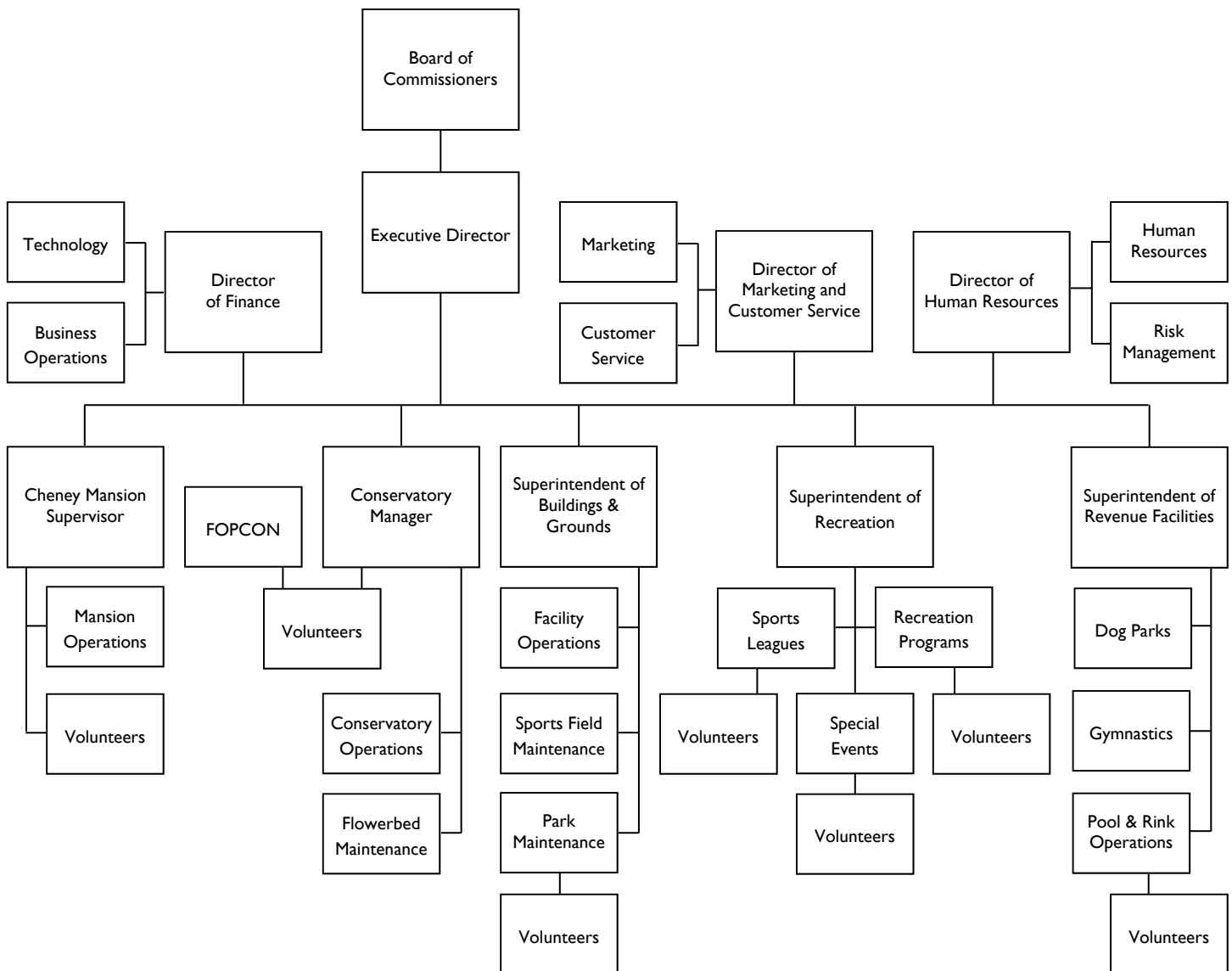
About the Park District of Oak Park

Board of Commissioners

The Park District is managed by an Executive Director who works under the direction of the Board of Park Commissioners. The five-member Board of Park Commissioners is comprised of elected citizen volunteers who collectively donate hundreds of hours of service each year.

Volunteer Chain of Command

The Executive Director, appointed by the Board of Commissioners, is responsible for the administration of the Park District, which employs 50 full-time staff and over 495 part-time and seasonal staff. Volunteers work in many areas of the Park District as shown below.



If volunteers experience any issues or have any questions related to their work with the Park District, they should speak with their assigned volunteer supervisor. If the supervisor is unavailable or unable to assist, the Department Head (titles shown in the chart above) should be contacted next. If needed, the Superintendent of Recreation, who oversees the Acorns to Oaks Volunteer Program can be reached at (708) 725-2021.

Volunteer Application Process

Who Can Volunteer?

The Park District of Oak Park welcomes anyone who is willing to donate their time and skills towards making our community better. Examples of volunteers include:

- **Individuals and Families.** Choose an activity or program based on interests and availability. Youth ages 13 & under are welcome to volunteer with an adult parent or guardian present, although some safety-related positions do have age restrictions.
- **Businesses and Organizations.** Build a company's public image, develop teamwork, and improve staff morale by contributing staff and/or resources to a single service project or an ongoing activity.

Volunteer Interest Form

Interested volunteers should complete a Volunteer Program Interest Form and submit it to the Superintendent of Recreation. Park District staff will follow up with you as volunteer positions become available.

Background Checks

A criminal records background check may be required for some volunteer assignments, including all positions where a volunteer will be responsible for directly supervising youth, such as youth sports coaches. Volunteers must complete and satisfactorily pass this check before being allowed to begin volunteering. Although this process usually takes under one week to complete, sometimes the Park District has to wait longer to get back results. Volunteers should factor this extra time when submitting their volunteer application materials, especially when the volunteer position is time-sensitive (such as the start of a sports season).

When the Park District requires a volunteer to complete a background check, it will be done using the Park District's secure online system. All costs for the initial check will be paid by the Park District. The results of all background checks are property of the Park District and will not be released to volunteers.

Volunteer Benefits

The Park District of Oak Park values each of our volunteers and wants to recognize them for their efforts.

Proof of Volunteer Service

Individuals who need proof of service hours can receive a letter documenting their hours upon completion of their volunteer commitment. Individual volunteer records are available for service within the past year.

Annual Volunteer Event

All volunteers are invited to a volunteer appreciation event each year to honor their service at a fun event full of food and socializing.

Acorns Rewards

Volunteers who reach certain levels of volunteer hours throughout a season have the ability to earn special rewards through our Acorns to Oaks Volunteer Program. Volunteers should use the tracking form provided and submit it to the Park District at the end of each season in order to be eligible for these rewards. Current rewards include:

- 10 Hours: **Acorn** Flashlight
- 20 Hours: **Acorn** Notepad & Pen
- 30 Hours: **Acorn** Lunch Bag

Volunteer Guidelines

Attendance, Punctuality, and Dependability

In order to ensure that Park District programs and services run smoothly, it is important that volunteers arrive on time to any scheduled shifts. Volunteers are responsible for keeping track of and turning in records of your volunteer hours for service recognition.

The Park District understands that unexpected events or illnesses may come up that conflict with your volunteer assignment. If a situation arises that will cause you to be late or miss an assignment, please contact your volunteer supervisor so that we can make alternate plans. Continual absenteeism will result in a review of the volunteer's work assignment or term of service.

Proper Dress and Appearance

There are many different volunteer opportunities available through the Park District. Some require work outdoors or in an active setting, while others may require work at a desk. The Park District asks that while you volunteer, you follow the dress and appearance guidelines given for each specific opportunity. This may include the requirement to wear a Park District-issued shirt or badge or other clothing or items to protect volunteers from certain elements and environments.

In general, all volunteers should remember that they are a representative of the Park District. Using common sense regarding the activity that you are about to participate in (for example, closed-toed shoes are best in most cases) and the people that you are about to interact with will usually steer you in the right direction. Volunteers' appearances should be clean and not include any references to alcohol, drugs, etc. If you have any doubt as to whether or not your attire is appropriate, please contact your volunteer supervisor.

Communication with the Park District

Park District staff communicates with volunteers in many different ways depending on the volunteer position. Please be sure to notify the Park District if your e-mail address or phone number changes so that we can reach you if needed. Volunteers will be invited via e-mail to participate in an annual survey to give the Park District feedback and suggestions on how to best improve their volunteer experience. However, the Park District welcomes feedback about your volunteer experience at any time.

Use of Supplies, Equipment, and Vehicles

When volunteering, the Park District of Oak Park will provide all necessary supplies, equipment, and any necessary vehicles for transportation. These resources are for Park District-related use only and are not to be used for personal business. For example, volunteers should refrain from using Park District phones for personal calls and are not allowed to print or make copies of personal documents on Park District copiers. In some cases, volunteers may be assigned supplies or equipment (such as sports equipment assigned to youth sports coaches). These supplies are only to be used for Park District programs and should be returned at the end of the volunteer program.

Under no circumstances are Park District volunteers allowed to transport participants or visitors to a medical facility, to their home, or any other location.

Park District volunteer positions rarely require volunteers to provide personal supplies or vehicles for official Park District use. Therefore, in most cases, the Park District will not reimburse volunteers for any expenses incurred while volunteering including transportation costs for traveling to and from the volunteer site. Any exceptions to this guideline must be approved in advance by the volunteer supervisor. Expenses not reimbursed while volunteering may be tax deductible; volunteers should speak with a tax professional for more information.

Abused and Neglected Child Reporting Act

The Park District is committed to compliance with the Abused and Neglected Child Reporting Act (325 ILCS 5/4). Pursuant to this Act, professionals and persons working with youth are legally required to report or cause a report to be made to the child abuse hotline number, (1-800-25ABUSE) whenever they have reasonable cause to believe that a child may be neglected or abused. If you have any questions regarding this responsibility or if you should suspect neglect or abuse, please contact your volunteer supervisor.

Creating a Positive Environment

The Park District of Oak Park strives to create a welcoming and safe environment for all participants, visitors, volunteers, and staff. Park District volunteers are expected to treat everyone with respect and dignity. Relationships with those that volunteers interact with should be business-like and free of bias, prejudice, and harassment. Volunteers are encouraged to report incidents of discrimination, harassment, or retaliation. Volunteers must not use or be under the influence of alcohol or drugs while acting on behalf of the Park District. Tobacco use is prohibited in all Park District parks, facilities, and vehicles and including within 15 feet of any Park District building entrance (even if it extends beyond Park District property).

Providing the Best Service Possible

Give Good Information

Provide only correct information. It's perfectly acceptable to say, "I don't know, but I'll find out for you."

Instead of just referring a participant or customer to a phone number or website, do your best to find out the answer by asking a Park District staff member for assistance or checking the website yourself (if you have access). Don't be afraid to pull out a brochure or flyer and give it to the visitor to take with them for reference.

Be specific. When you are directing a visitor to a location, use terms that are universal (north, south, left, right, etc.) instead of terms that are only known locally ("Barrie Park is just across the highway from Buzz Café."). Don't assume that a participant or customer is as informed and aware of Park District news and locations as you may be. Ideas that may be clear and easy for you may not be to a visitor.

Be patient. Volunteers will interact with participants and visitors of all walks of life, including some that may have speech or language difficulty. Remain friendly and courteous at all times.

Handling Complaints

Listen to the entire complaint. Don't interrupt. Often, the participant or visitor feels a need to tell you something and will be more calm after having a chance to tell you their issue. Additionally, these extra details can sometimes help you troubleshoot the root of the problem or what could be done to fix it.

Accept the feelings of the client and acknowledge that they are upset. You may feel like disagreeing with many things that the person is saying, but the key is to put yourself in their shoes and look for the feelings or statements that you can agree with and tell them that you understand. Don't take the person's complaint as a personal offense. Chances are that it is not directed specifically at you. Once you have done this and can help remove the emotion from the situation, you can move onto solving the specific problem.

Clarify the complaint. If you believe that you have a good grasp of the problem, state it back to the person with the emotional aspects removed if possible. If the solution is not immediately evident, simply ask, "How can I help you?"

Take action. Using the information in this manual and the tools provided in any additional training received, try to solve the problem to the best of your ability. Often, this may require asking your volunteer supervisor or other Park District staff for assistance. But whatever you do, make sure that you follow through on anything you say you are going to do.

Remain cheerful and helpful. Your attitude can ease the situation greatly if you handle it correctly. Smile! Remember that the person with the complaint is probably most upset because they don't feel that they have been treated fairly or have been given the service expected. The best way to assist them is by showing real attention and interest in their problem.

Safety Procedures

Incidents & Accidents

In the event a participant or visitor is injured or is affected by an illness during a program or on park district property, volunteers may provide first aid consistent with their comfort level and training. Park District full-time staff and many part-time staff are trained in First Aid and should be called upon for assistance in addressing and documenting the situation. However, when a volunteer is without staff assistance, 911 should be contacted immediately in the following situations:

- The injury or illness requires care greater than you are able to provide
- You feel uncomfortable with the situation. If any doubt exists, it is recommended to err on the side of caution and contact the local paramedics who can use their advanced medical training to determine what treatment is needed.
- A head injury has occurred. Many people suffering from head injuries are not capable of making sound decisions regarding their own medical treatment.
- If the injured or ill person is unable to drive themselves and a relative or friend cannot be reached.

Under no circumstances may Park District volunteers transport participants or visitors to a medical facility, to their home, or any other location. Anytime that 911 is called, the volunteer supervisor must be contacted as soon as the situation has been stabilized. If you are unable to reach your supervisor, please leave a message and follow the chain of command (on page 2) for information about who to contact next.

Volunteer Injuries

The Park District of Oak Park is committed to conducting its recreation programs and activities in a safe manner and holds the safety of volunteers in high regard. The Park District continually strives to reduce such risks and ask that all volunteers follow safety rules and instructions that are designed to protect the volunteer's safety. We also hope that all volunteers will share any safety concerns or hazards that they notice while with the Park District so that they may be addressed. However, volunteers must recognize that there is an inherent risk of injury when choosing to volunteer for any activity or program.

Please recognize that the Park District carries only limited medical accident coverage for volunteers. For this reason, it is strongly urged that all volunteers review their own health insurance policy for coverage.

Additionally, each volunteer is solely responsible for determining if he/she is physically fit and/or properly skilled for a volunteer activity. It is always advisable to consult a physician before undertaking any physical activity.

Emergencies

Emergencies don't happen often, but when they do, it is important to act calmly, quickly, and properly. Because each volunteer site is unique, Park District staff have developed specific emergency action plans for each Park District facility and will communicate those procedures to you during your volunteer orientation.



Oak Park Conservatory

Park District of Oak Park

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



OAK PARK CONSERVATORY

Park District of Oak Park

VOLUNTEER

Volunteer opportunities abound at the Oak Park Conservatory. Here is just a brief summary overview of how you can get involved.

1.) Docent

Guide school and adult tours through the showrooms, help with the Exploration Station. Docent training sessions are scheduled twice a year.

2.) Volunteers



Special Event

Volunteer: FOPCON sponsors a wide range of special events throughout the year. These include KidsFest, Plant Sale, the Garden Walk and the Plant Exchanges.

Horticultural Volunteer: Volunteer in the showrooms and behind the scenes in the growing houses.

Plant Sale Grower Volunteer: Assist in potting, transplanting and nurturing hundreds of flowers, vegetables and herbs sold at the Annual Plant Sale held every May.

Cheney Mansion Gardener: Last year, volunteers harvested and donated 529 lbs of produce to local food shelters.

3.) Committee Member

Volunteer committee members work on membership, education, fund raising, public relations and more.

*For more information about volunteering, **e-mail the Volunteer Coordinator**, or visit the **Friends of the Oak Park Conservatory**.*

4.) FOPCON



The

Conservatory has an active support group, the Friends of the Oak Park Conservatory (FOPCON), a nonprofit, 501(c)(3), organization whose mission is to promote interest in the Oak Park Conservatory, offer educational and recreational opportunities and support projects that benefit the Oak Park Conservatory. This group adds significantly to the Conservatory through its support and services:

The Park District of Oak Park and FOPCON are working together to ensure that the Conservatory will continue to flourish, enhancing the quality of life for area residents and visitors.

The Oak Park Conservatory Volunteer Handbook

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The Oak Park Conservatory is a historic property of the Park District of Oak Park



WELCOME!

We are pleased that you have chosen the Oak Park Conservatory as a place to volunteer your valuable time. We hope that you will find your experience fun, interesting and rewarding. Perhaps the greatest rewards many of us have found are the relationships that we have developed with one another and the knowledge that we are an essential part of supporting such a beautiful and historic community asset—the Oak Park Conservatory.

The purpose of the Volunteer handbook is to provide you with information about the Conservatory facilities, the Park District of Oak Park, and the Friends of the Oak Park Conservatory (FOPCON). We have also included policies and procedures and other information that may be useful to you in your volunteer service.

Please let us know what we can do to make your volunteer experience more rewarding. Your suggestions and comments are always welcome!

WHO WE ARE

The Oak Park Conservatory is a historic property of the Park District of Oak Park, listed on the National Register of Historic Places. The Conservatory showrooms, growing houses, grounds and plant collections are maintained by three full-time Park District staff plus part-time and seasonal staff, with the support of volunteers. Park District staff is responsible for responding to any onsite emergencies, including medical issues.

Contact information for Park District of Oak Park:

Patti Staley	Director of Horticulture	Patti.staley@pdop.org
Patrick Manieri	Horticulture Supervisor	Patrick.Manieri@pdop.org
Dusan Lepojevic	Greenhouse Supervisor	Dusan.Lepojevic@pdop.org

The Friends of the Oak Park Conservatory is a nonprofit, 501(c)(3) organization whose mission is to promote interest in the Oak Park Conservatory, offer educational and recreational opportunities and support projects that benefit the Oak Park Conservatory. One way the Friends supports the Conservatory is by managing the volunteer program in accordance with policies established by the Park District of Oak Park. The work of the Friends is carried out by three part-time staff, a volunteer Board of Directors and many other dedicated volunteers.

Judy Klem	Executive Director	director@fopcon.org
Amy Lavery	Program and Volunteer Coordinator	coordinator@fopcon.org
Andrea Lofgren	Operations Coordinator	admin@fopcon.org



The Oak Park Conservatory is a historic property of the Park District of Oak Park



BECOMING A VOLUNTEER

To become a volunteer, individuals must participate in an interview with the Volunteer and Program Coordinator and complete the following paperwork:

- An application
- A waiver and release form
- An emergency contact form
- A criminal background check
- Handbook acknowledgement form

YOUR RESPONSIBILITIES AS A VOLUNTEER

As a volunteer:

- Sign in each time you work at the Conservatory.
- Remember to wear your volunteer nametag.
- Record your total hours, rounded to the nearest hour, for the appropriate service area. If you volunteer off-site (not at the conservatory), record your hours online by entering <http://tinyurl.com/FOPCONVolunteersHours> into your browser.
- Come in at your scheduled time unless you have received prior approval. Notify your supervisor (one day in advance, if possible) in the event you are unable to be here at your assigned time.
- Respond to visitors in a friendly, courteous manner as a representative of the Conservatory.
- Wear comfortable attire as appropriate for your duties.
- Treat as confidential all records, files and personal information.
- Feel free to ask questions. Your thoughts and ideas are important to us!

HOW YOU BENEFIT AS A VOLUNTEER

The most important benefit of being a volunteer is the opportunity to learn and to grow as an individual. Volunteers also receive:

- A yearly invitation to the FOPCON Board of Directors' summer barbeque and Volunteer Committee's fall Appreciation Dinner for all volunteers who have logged hours within the previous 12 months.
- An opportunity to be recognized by the Volunteer Committee, based on recommendations from Conservatory staff, event chairs and other volunteers. This recognition is done throughout the year.
- A \$25 voucher to be used toward a FOPCON membership that is awarded each January to volunteers who have served more than 60 hours in the previous calendar year.
- Free tours at participating Chicagoland institutions during National Volunteers' Week in April. Organized by the Chicagoland Cultural Volunteer Programs (CCVP).
- Special training for interested and qualified volunteers in education, horticulture and visitor services programs.
- Opportunities to meet Conservatory visitors from all over the world.



The Oak Park Conservatory is a historic property of the Park District of Oak Park



FACILITY INFORMATION

PARKING

Parking is available on Garfield Street, East Avenue and on Clarence Avenue with some restrictions. Be sure to note the signs for parking limits. Volunteers may also park in the Rehm parking lot located on Garfield Street, east of the Conservatory and the Fire Station.

SECURING YOUR PERSONAL BELONGINGS

We recommend securing your personal belongings before coming into the Conservatory for your shift. Smaller personal belongings (purses, car keys, fanny packs) may be placed in a locker, when available.

The Park District of Oak Park, Oak Park Conservatory, is not responsible for lost or stolen belongings. Please keep track of your belongings while visiting the Conservatory.

Work Areas

The Operations Area and the growing houses are restricted to authorized personnel staff only. Volunteers are authorized in the growing houses and operations area as part of their specific role under staff supervision. Visitors are not permitted in these areas.

Safety Rules

Safety is the responsibility of every volunteer. Accordingly, all volunteers shall adhere to the following rules:

- Smoking is prohibited on Park District property.
- Horseplay and fighting will not be tolerated in the work place.
- Possession of unauthorized firearms, alcoholic beverages, illegal drugs or unauthorized medically prescribed drugs will not be tolerated.
- Your supervisor must be notified of any permanent or temporary impairment that reduces your ability to perform in a safe manner or prevent or hinder your performance of the essential functions of your position.
- Personal protective equipment must be used when potential hazards cannot be eliminated. Equipment is to be operated only by trained and authorized personnel.
- Periodic inspections of workstations may be conducted to identify potential hazards and to ensure that equipment is in safe operating condition.
- Any potentially unsafe conditions or acts are to be reported immediately to your supervisor.
- If there is any doubt about the safety of a work method, your supervisor should be consulted before beginning a task.
- All accidents, near misses, injuries and property damage must be reported to your supervisor, regardless of the severity of the injury or damage. An accident report will be filled out by Park District staff.
- All tools and equipment must be stored in their designated place. Scrap and waste material are to be discarded in designated refuse containers.
- Any smoke, fire or unusual odors must be reported promptly to your immediate supervisor.



The Oak Park Conservatory is a historic property of the Park District of Oak Park



Safety Rules (continued)

- If you create a potential slip or trip hazard, correct the hazard immediately or mark the area clearly before leaving it unattended.
- Volunteers are encouraged to remain hydrated and in areas of shade whenever possible.

EMERGENCY PROCEDURES

While we do not anticipate that you will be required to respond to an emergency situation, we want to make sure that you are reasonably prepared to do so. We will periodically provide you with updates as new procedures or information becomes available. Please familiarize yourself with the emergency exits and locations of telephones. Review the information provided below and don't hesitate to ask Conservatory or FOPCON staff if you have any questions. Emergency procedures are also posted on the bulletin boards in the break room.

Type of Emergency:	What to do:
VISITOR INJURY OR ILLNESS	CONTACT PARK DISTRICT STAFF.
BLOOD BORNE PATHOGENS	IN THE EVENT OF AN ACCIDENT OR INJURY THAT CAUSES BLEEDING, VOLUNTEERS SHOULD EXERCISE CARE TO AVOID EXPOSURE TO BLOOD-BORNE PATHOGENS LIKE HIV OR HEPATITIS. CONTACT PARK DISTRICT STAFF TO PROVIDE FIRST AID.
FIRE	EVACUATE, CALL 911, MEET AT GARFIELD AND CLARENCE STREETS. OR NORTH/SOUTH ALLEY BEHIND CONSERVATORY. DO NOT LEAVE.
SUSPICIOUS ACTIVITY	CONTACT PARK DISTRICT STAFF AND/OR DIAL 708-386-3800 TO REQUEST OFFICER ASSISTANCE. DO NOT ATTEMPT TO INTERVENE.
THREATENING OR VIOLENT BEHAVIOR	CONTACT PARK DISTRICT STAFF AND/OR DIAL 911 TO REQUEST OFFICER ASSISTANCE. DO NOT ATTEMPT TO INTERVENE.
SEVERE HAIL	EVACUATE THE SHOWROOMS AND GROWING HOUSES. REMAIN IN THE ENTRANCE HALLWAY, OFFICE AREAS, RUBINSTEIN ROOM OR OPERATIONS AREA.
TORNADO	EVACUATE THE SHOWROOMS AND GROWING HOUSES. TAKE SHELTER AWAY FROM WINDOWS IN MEN'S RESTROOM, LADIES' RESTROOM AND VOLUNTEERS' RESTROOM IN THE OPERATIONS AREA. TOURS SHOULD BE ESCORTED TO DESIGNATED RESTROOM AREAS WITHOUT REGARD TO GENDER. WAIT UNTIL SIRENS STOP.



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POLICIES

NONDISCRIMINATION AND HARASSMENT

The Park District of Oak Park and The Friends of the Oak Park Conservatory are committed to a work environment in which all individuals are treated with respect and dignity. We expect that all relationships will be businesslike and free of bias, prejudice and harassment. It is the responsibility of each and every employee, officer, official, park commissioner, agent, volunteer, and vendor, as well as anyone using the this facility, to refrain from sexual and other harassment. Actions, words, jokes, or comments (whether directed at you or another individual) which have the effect of creating a hostile or intimidating environment, should be immediately reported to the Director of the Conservatory or to FOPCON's Executive Director.

PERSONAL USE OF PDOP OR FOPCON PROPERTY

Equipment, such as tillers, snow blowers, telephones, postage, facsimile and copier machines, is intended for business purposes. No employee, contractor, elected official, volunteer or member of the public may use Park District or FOPCON property for personal use.

ELECTRONIC COMMUNICATION POLICY

Communication systems (telephone, voicemail, and internet) are provided by the Park District of Oak Park and the Friends of the Oak Park Conservatory for business activities and may not be used for personal, political, commercial, inappropriate, or illegal purposes. Any electronic communication may be considered a "public record" and thus may be subject to inspection and copying pursuant to the Illinois Freedom of Information Act. Every communication also may be subject to disclosure in a lawsuit involving the Park District. Downloading data, information, e-mail attachments, and the like from an outside source increases the risks of viruses and other damaging agents to computers. You should not retrieve material from outside sources, particularly from sources not known to you.

FERTILIZERS AND PESTICIDES

Fertilizers and pesticides may be used periodically. OBEY THE SIGNS. When pesticides are used, dates and times are listed for acceptable re-entry times. Material Safety Data Sheets (MSDS) for chemicals used on site (and the protocol for handling spills) are available for review.

STATEMENT OF ADMISSION

All volunteers are expected to act and conduct themselves at all times in the best interest of the Oak Park Conservatory. When an accident occurs, no matter how insignificant it may seem to be, it is of the utmost importance never to presume or admit guilt or fault of any kind. Volunteers should never cause(s) of the accident or injury or discuss any facts of the accident. Volunteers should cooperate with investigating authorities and with any investigation conducted by or on behalf of the Oak Park Conservatory. Any and all questions relating to an accident involving Park District property and/or personnel should be promptly directed to a department head or agency spokesperson.



The Oak Park Conservatory is a historic
property of the Park District of Oak Park



Receipt and Acknowledgement of the Oak Park Conservatory Volunteer Handbook

This Volunteer Handbook is an important document intended to help you become acquainted with the Park District of Oak Park, the Oak Park Conservatory and the Friends of the Oak Park Conservatory. This handbook will serve as a guide; it is not the final word in all cases.

Please read the following statements and sign below to indicate your receipt and acknowledgement of the Oak Park Conservatory Volunteer Handbook.

- I understand that the policies, rules and benefits described in this handbook are subject to change at the discretion of the Park District of Oak Park at any time.
- I further understand that my volunteering is terminable at will, either by the Park District of Oak Park, the Conservatory, the Friends of the Oak Park Conservatory or myself regardless of the length of my volunteering.
- I understand that my signature below indicates that I have received this copy of the handbook and that I agree to read prior to my first volunteer assignment.

Volunteer's signature

Date

Volunteer's name (PLEASE PRINT)



The Oak Park Conservatory is a historic
property of the Park District of Oak Park



POL.A.02.04 - Volunteers

The Park District recognizes the need for volunteers in order to successfully implement programs and services. Whenever possible, volunteers are utilized to maximize community involvement and to enhance the overall quality of parks, programs, and facilities.

For the safety of participants and facility visitors, any volunteer who will directly supervising youth without the presence of a Park District staff member must pass a criminal background check on an annual basis. Other volunteer positions may also be required to complete a background check depending on the type of services and/or the location of services to be provided. Any applicant who refuses to sign a release to complete the background check will not be considered eligible for volunteer work with the Park District.



Village of Oak Park

Park District of Oak Park

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

ORIGINAL

**AMENDED
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
OAK PARK AND THE PARK DISTRICT OF OAK PARK**

This Amended Intergovernmental Agreement is entered into this ____ day of January 2006 by and between the Village of Oak Park, hereinafter referred to as the "Village," and the Park District of Oak Park, a park district incorporated under the laws of the State of Illinois and hereinafter referred to as the "Park District" and hereinafter referred to collectively as the "Parties."

WHEREAS, the Village and the Park District are committed to a working relationship that will enhance the Oak Park community, its citizens and the public which they collectively serve; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article 7, Section 10, provides for intergovernmental cooperation and authorizes units of local government to obtain or share services and to exercise, combine or transfer any power or function in any manner not proscribed by law or ordinance and authorizes units of local government to use their credit revenues and other resources to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, 5 ILCS 220/3 of the Intergovernmental Cooperation Act provides that any powers, privileges or authorities which may be exercised by an agency of this State may be exercised and enjoyed jointly with any other agency of this State and provides for appropriations and furnishings of

property, personnel and services and specifically authorizes
intergovernmental contracts and

WHEREAS, the Park District possesses the statutory power to
establish rules and regulations regarding the use of real property and
personal property that it owns or controls pursuant to Section 8-1(d) of the
Illinois Park District Code, 70 ILCS 1205/8-1(d); and

WHEREAS, the Village has established procedures for enforcement of
ordinances by Police Department personnel and Health Department Animal
Control Officers; and

WHEREAS, the Illinois Park District Code, 70 ILCS 1205/8-1(a,d)
authorizes and empowers the Park District to enter into an agreement with
the Village to provide for the enforcement of rules and regulations by the Oak
Park Police Department and Oak Park Health Department Animal Control
Officers with regard to the use of real property and personal property owned
by or controlled by the Park District which is located within the corporate
limits of the Village; and

WHEREAS, it is in the mutual interests of the Village and the Park
District to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in
consideration of the parties' mutual understandings, promises, covenants and
agreements as set forth below, the parties agree as follows:

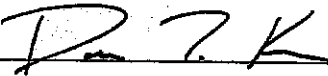
1. Each of the above recitals, in their entirety, are incorporated by reference herein as Section 1 of this Agreement.
2. The Parties agree that this amended agreement shall replace in its entirety the Intergovernmental Agreement entered into on April 21, 1993 between the Village and Park District.
3. The Village shall, by its sworn Police Department personnel and Health Department Animal Control Officers, have authority to prosecute in the Circuit Court of Cook County, Illinois, Park District ordinance violations using the same procedures as prosecutions for Village ordinance violations.
4. The Village shall receive as consideration for the expense of maintaining and using Police Department personnel and Health Department Animal Control personnel to enforce Park District ordinances, all fines paid to the Clerk of Circuit Court of Cook County, Illinois in prosecutions of Park District ordinances.
5. The Village shall maintain sole authority of its Police and Health Departments personnel and does not relinquish any authority to the Park District over the Police and Health Departments personnel.
6. The Park District shall reserve the authority to prosecute Park District ordinance by itself without the use of Village Police and/or Health Department personnel if it determines, in its sole discretion, that it is appropriate to do so.

7. The Park District shall hold the Village harmless for any action or omission to act in prosecution of Park District ordinances.

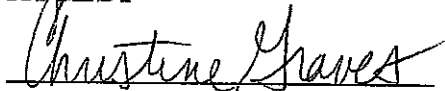
8. Both the Park District and the Village shall have the right to terminate this Agreement at any time with written notice of termination delivered to the corporate offices of the Park District or Village.

IN WITNESS WHEREOF, the Parties, pursuant to proper and necessary authorization, have executed this Agreement this ____ day of January 2006.

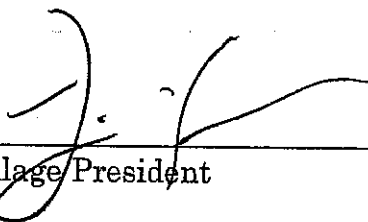
PARK DISTRICT OF OAK PARK

BY: 

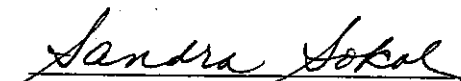
ATTEST:



VILLAGE OF OAK PARK

BY: 
Village President

ATTEST:


Village Clerk

Original Copy 12-18-2002

PARK DISTRICT OF OAK PARK

Consent Agenda Item E

ORDINANCE NO. 2002-12-03

AN ORDINANCE RESTATING AND AMENDING CHAPTER 2
OF THE REVISED CODE OF THE PARK DISTRICT OF OAK PARK

WHEREAS, the Park District of Oak Park owns, operates, and maintains various parks, sports fields, and other facilities (the "Facilities"), which Facilities the Park District maintains in public trust for the use and enjoyment of all of its constituents; and

WHEREAS, the Park District in 1993 established a set of rules and policies governing various aspects of Park District governance titled "Revised Code For The Park District Of Oak Park" (the "Revised Code"); and

WHEREAS, Chapter 2 of the Revised Code sets forth various regulations applicable to the use of the Park District's Facilities; and

WHEREAS, to provide for better and more understandable regulation of the Facilities, the Park District has determined that it is in its best interests and the best interests of Park District patrons to restate and reorganization Chapter 2 of the Revised Code in the manner provided by this Ordinance;

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Commissioners of the Park District of Oak Park, County of Cook and State of Illinois, as follows:

Section 1. Revision of Chapter 2 of Existing Park Rules. Chapter 2 of the Existing Park District Rules shall be, and it is hereby, amended in its entirety so that said Chapter 2 shall hereafter be and read as provided in Exhibit A attached to and by this reference incorporated into this Ordinance.

Section 2. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED THIS 12 DAY OF December 2002.

AYES: 4

NAYS: 0

ABSENT: /

APPROVED THIS 18 DAY OF December 2002.

Laura Perna
Laura Perna, President

ATTEST:

Tim Ullery
Clerk

CHI1 #197295 v1

EXHIBIT A

REVISED CODE
FOR THE PARK DISTRICT OF OAK PARK
County of Cook
Oak Park, Illinois 60302

CHAPTER 2

RULES AND REGULATIONS GOVERNING USES OF THE PARK FACILITIES

Section 1. General Purposes.

The parks, sports fields, buildings, and other facilities and equipment owned and managed by the Park District of Oak Park (the "Park Facilities") are held in trust by the Park District for the use and enjoyment of all of the Park District's residents and other patrons. Some park areas, buildings, and facilities such as designated play fields, courts, and the like are intended for use by individuals or small groups. Most of the Park Facilities, however, are intended and held for the use of the public generally and not for private use. The Park District does provide for use of certain of the Park Facilities under limited and tightly regulated circumstances. At the same time, it is the Park District's policy not to authorize or allow use of parks by private persons or organizations for any assembly or event that would substantially interfere with or preempt the general public use of the Park Facilities or that would disturb or disrupt the general use of the parks or their neighbors.

The Park District is committed to providing quality recreational opportunities for all persons regardless of age, sex, sexual orientation, race, creed, social or economic status, or special ability.

Section 2. Applicability of this Chapter 2.

The rules and regulations set forth in this Chapter 2 apply to all uses of the Park Facilities. In the event of any conflict or inconsistency between any provision of this Chapter 2 and any other existing Park District rule, regulation, code, ordinance, or policy, the provision of this Chapter 2 shall apply and govern.

Section 3. Applicability of Other Regulations.

All uses of the Park Facilities shall be conducted in accordance not only with the provisions of this Chapter 2, but also with all other applicable Park District rules, regulations, codes, ordinances, and policies, including without limitation the provisions of this Revised Code.

Section 4. Priority for Oak Park Residents.

First consideration for scheduling of activities in the Park Facilities shall be given to uses proposed by and for residents of the Village of Oak Park, whose tax payments support the Park District and its programs.

Section 5. Definitions.

- 5.1 "Amplified Sound" means any use of microphones, amplifiers, speakers, or other devices to artificially increase sound level.
- 5.2 "Applicant" means any person (as that term is defined herein) applying to the Park District for a Use Permit.
- 5.3 "Board" means the Board of Commissioners of the Park District of Oak Park.
- 5.4 "Executive Director" means the Executive Director of the Park District of Oak Park or her or his duly authorized designee.
- 5.5 "Facility" means all indoor and outdoor recreation centers operated or maintained by the Park District, including but without limitation all recreation centers, Pleasant Home, Cheney Mansion, Dole Center, Ridgeland Common Rink and Pool, Rehm Pool, Oak Park Conservatory].
- 5.6 "Park District" means the Park District of Oak Park.
- 5.7 "Park Facilities" means all parks, sports fields, pools, and all other facilities and equipment owned or maintained by the Park District.
- 5.8 "Person" means any individual, group, organization, corporation, or other entity unless the context clearly reflects a narrower definition.
- 5.9 "Sports Field" means all fields designed or maintained for the primary purpose of playing a particular sport or sports .
- 5.10 "Use Permit" means the permit issued by the Park District, pursuant to this Chapter 2 and in accordance with this Revised Code, authorizing a particular use of a Park Facility, subject to this Revised Code and all conditions established by the District as part of the Use Permit.

Section 6. Use Permits.

- 6.1 Use Permit Required. Any person seeking (a) to use any Park Facility for any sports activity, picnic, public assembly, or other activity or event involving more than 12 persons or (b) to engage in any activity at or in any Park Facility creating or emitting Amplified Sound shall first obtain a Use

Permit. The Executive Director may impose conditions on any Use Permit to ensure compliance with the this Revised Code.

- 6.2. Authority to Issue Use Permits. Subject to any restrictions or conditions imposed by the Board, the Executive Director shall issue a Use Permit to any applicant who has demonstrated compliance with all applicable provisions of this Revised Code. Every application that does not demonstrate compliance with all restrictions or conditions imposed by the Board or all applicable provisions of this Revised Code shall be denied.
- 6.3 Order of Processing of Applications. Each application for a Use Permit shall be considered by the Executive Director in the order in which that application was received by the Park District.
- 6.4 Time Period for Decision. The Executive Director, using a pre-printed form provided by the Park District, shall either issue or deny a Use Permit within 10 business days after receipt by the Park District of a properly completed application therefor. The Executive Director may extend the 10-day time period for good cause determined by the Executive Director and with written notice of that extension to the Applicant. If the Executive Director does not act within the 10-day period, or any extension of the 10-day period, then the application for a Use Permit shall be deemed to be denied by the Executive Director as of the last day of the applicable time period for decision.
- 6.5 Grounds for Denial. The Executive Director shall deny any application for a Use Permit if any one of the following grounds is established:
 - a. The applicant, or the person on whose behalf the application is made, has made any material misrepresentation on any previous occasion regarding the nature or scope of an event or activity.
 - b. The applicant, or the person on whose behalf the application is made, has violated the terms of a prior Use Permit.
 - c. The applicant has not properly completed and executed the Use Permit application, including all required attachments and submissions.
 - d. The applicant has not tendered the required application fee with the application or has not tendered the required user fee, indemnification agreement, insurance certificate, or security deposit within the times prescribed by the Executive Director.
 - e. The applicant has submitted an application for a Use Permit with a material falsehood or misrepresentation.
 - f. The applicant is legally incompetent to contract or to sue and be sued.

- g. The Park District previously has received an application for a Use Permit for the same time and place requested by the applicant, and a Use Permit has been or will be granted to that prior applicant.
- h. The time and place of the proposed use conflicts with a program or event scheduled by the District.
- i. The time and place of the proposed use coincides with a time of traditionally, or expected, heavy park use by the general public, such as a federal or local holiday, a regularly occurring local event, the commemoration of a significant anniversary or event, or a previously announced special event.
- j. The applicant's requested use is prohibited by, or substantially inconsistent with, the provisions and policies in Chapter 3 of this Revised Code.
- k. The applicant's requested use would present an unreasonable danger to the health or safety of the applicant, of other users, of neighboring property owners, of the public, or of Park District employees.
- l. The applicant's requested use would present an unreasonable danger to Park District property.
- m. The applicant has not, or cannot, comply with requirements of the Revised Code or any other applicable Park District rule, regulation, code, ordinance, or policy.
- n. The applicant has not, or cannot, comply with requirements of any federal, State of Illinois, or Village of Oak Park statute, law, rule, regulation, code, ordinance, or policy.
- o. The applicant's proposed use is prohibited by law.
- p. The applicant, or the person on whose behalf the application is made, previously has damaged Park District property and has not paid for such damage, or the applicant, or the person on whose behalf the application is made, has other outstanding debts to the Park District.
- q. The Park Facility requested by the applicant is not in use because of repairs, remodeling, or rehabilitation.
- r. The application is one of a series of requests for the same Park Facility that cumulatively would unreasonably interfere with the use of that location by Park District patrons.

- 6.6 **Appeal Process.** If the Executive Director denies an application, then the applicant may appeal that denial to the Board in writing. The applicant shall request the appeal in writing within five business days after notice of the denial has been issued by the Executive Director. The Board shall consider the applicant's appeal at the next regularly scheduled meeting of the Board or at a special meeting called for that purpose. The Board shall render its decision in writing to the applicant within five business days after that meeting. If the Board denies the appeal, then the decision shall state the reasons for such denial. The decision of the Board shall be final. The applicant may seek review of the Board's decision in the Circuit Court of Cook County, Illinois, in accordance with the Illinois Administrative Review Law.

Section 7. General Regulations.

- 7.1 **Compliance with Law.** Each person using any Park Facility shall comply with all federal, State of Illinois, Village of Oak Park, and Park District statutes, laws, codes, ordinances, and regulations.
- 7.2 **Exception for Park District Programs:** The regulations of this Chapter 2 shall not be applied or construed to limit or prohibit any program hosted or sponsored by the Park District, or any Park Facility use specifically authorized in writing in advance by the Park District, or any Park District policy or regulation concerning the management and use of any Park Facility.
- 7.3 **Closing Hours:** All parks shall be closed between the hours of 10:00 p.m. and 6:00 a.m. every day, except only as specifically otherwise posted or authorized in writing in advance by the Park District. **Outdoor apparatus play centers will close at sunset.** (Revised October 16, 2003)
- 7.4 **Improper Speech and Conduct Prohibited:** No person shall use abusive, threatening, insulting, indecent, profane, or obscene language, or any language intended to incite a breach of the peace, at any time in any Park Facility.
- 7.5 **Disorderly Conduct and Breach of Peace Prohibited:** No person shall make, countenance, or assist in making of any improper noise, riot, disturbance, or breach of peace in any Park Facility at any time. No person shall commit a breach of the peace in any Park Facility at any time.
- 7.6 **Damage to Property Prohibited:** No person shall cut, break, remove, injure, deface, or in any other way or form damage any Park District property, including without limitation any tree, shrub, plant, turf, building, fence, ridges, lamp, or any other property.

- 7.7 Refuse Disposal Prohibited: No person shall deposit or dispose of any refuse in any Park Facility or in or on any Park District property except only in approved containers.
- 7.8 Bicycle, Skateboards, Roller Blades, Roller Skates: No person shall ride a bicycle, a skateboard, roller blades, or roller skates (collectively "Devices") at or in any Park Facility where the use of such Devices is posted as prohibited. No person shall use any such Device in any manner that interferes with or threatens any other Park District patron. Each person who uses such a Device shall yield the right of way to pedestrians at all times.
- 7.9 Vehicles Prohibited: No person shall operate any vehicle at or in any Park Facility except only on driveways and within parking lots or as specifically authorized in writing in advance by the Park District.
- 7.10 Items Prohibited in all Parks: No person shall bring into, possess in, or use in any Park Facility at any time any of the following items: model airplanes, cars, rockets, and similar devices; firearms, bows and arrows, stones, or any similar missiles or weapons; chemicals; explosives or fireworks of any kind; golf equipment; any item that poses an immediate threat to the health or safety of any person; or trees, shrubs, or other landscaping materials.
- 7.11 Uses of Park Facility Without Proper Permit Prohibited: No person shall call, hold, or conduct any assembly, private or public meeting, concert, entertainment, or other activity that is prohibited or for which a Use Permit is required unless such Use Permit has been properly applied for and approved and issued by the Park District.
- 7.12 Animals: Except as provided in this section, no person shall bring any animal into any Park Facility. Notwithstanding this prohibition, dogs and cats only may be taken into a park if, but only if, the animals are securely held by suitable lines, chains, or straps no more than eight feet in length, except that it shall be unlawful for any dog or cat, even though on a leash, to go upon or be upon any premise or upon any path or sidewalk extending through any of the following playground apparatus areas: Anderson, Barrie, Carroll, Field, Fox, Longfellow, Stevenson, Randolph Tot Lot, Wenonah Tot Lot, Rehm, Taylor, Scoville, Maple, Lindberg, and Euclid. The limitation on locations set forth in the previous sentence shall not apply to dogs used to accommodate blind persons and shall not apply to pets that are enrolled and participating in a Park District program for dog obedience.
- 7.13 Games and Sports: No person shall engage in any sport, game, or amusement at or in any Park Facility, except as previously approved by the Park District or where designated in a Use Permit.

- 7.14 **Hindering Employees:** No person shall interfere with, or in any manner hinder, any employee of the Park District while that employee is engaged in the performance of her or his duties.
- 7.15 **Offering Articles for Sale:** No person shall offer or exchange for sale any article or thing, or do any hawking, peddling, or soliciting or buy or offer to buy any article or thing, or take up any collection, or solicit or receive contributions of money or anything of value at or in any Park Facility, except when authorized to do so by a Use Permit.
- 7.16 **Sleeping:** No person shall sleep at or in any Park Facility between the hours of 10:00 p.m. and 6:00 a.m. on any day.
- 7.17 **Shelters:** No person shall place a hammock, swing, tent, or of any kind shelter at or in any Park facility at any time, except as part of a supervised Park District program.
- 7.18 **Use of Playground Equipment by Adults Prohibited:** No person 16 years and older shall use, in any manner, any playground apparatus or device meant exclusively for the use of the children.
- 7.19 **Obstructing Travel:** No person shall set or place, or cause to be set or placed, any goods, wares, or merchandise or property of any kind at or in any Park Facility in any manner that would inhibit or obstruct proper pedestrian or vehicular movement.
- 7.20 **Fires:** No person shall light or make use of fire at or in any Park Facility, except such portions thereof as may be specifically designated in writing in advance by the Executive Director for such purposes, and then only in compliance with such regulations as are prescribed by the Executive Director.
- 7.21 **Intoxicating Liquors; Drugs; Tobacco Products:** No intoxicated person shall enter, be, or remain at or in any Park Facility. No person, at or in any Park Facility, shall bring within, sell, give away, drink, consume, or use any alcoholic liquor, intoxicating substance, narcotics or drugs not therapeutically administered, unless authorized in advance by a Use Permit. No person shall smoke cigarettes, cigars, pipes, or other tobacco products by any means in any Park Facility.
- 7.22 **Dumping Articles:** No person shall deposit, dump, throw, or place any coal, ashes, dust, manure, or rubbish at or in any Park Facility. Paper, garbage, or refuse matter shall be deposited only in receptacles provided for that purpose.
- 7.23 **Advertisements:** No person other than the Park District shall display any placard or advertisement of any kind at or in any Park Facility. No person other than the Park District shall distribute, cast, throw, or place any handbill, pamphlet, circular, advertisement, or notice of any kind, nor write,

draw, paste, stencil, or otherwise affix any notice or bills, advertisement, or other papers on any structure or thing at or in any Park Facility.

- 7.24 Gambling: No person shall play illegal games of chance or use any gambling device at or in any Park Facility.
- 7.25 Begging: No person shall beg or solicit alms at or in the Park Facility unless authorized in advance by a Use Permit.
- 7.26 Protection of Birds and Animals: No person shall trap, catch, wound, or kill any bird or animal, or molest or rob any nest of any bird or animal at any Park Facility.
- 7.27 Resisting or Interfering with Officer: No person shall resist any commissioner, police officer, or park patrolman of the Park District in the discharge of her or his duties, or fail or refuse to obey any lawful command of such person, or in any manner assist or give aid to any person in custody to escape or to attempt to escape from custody, or rescue or attempt to rescue any person when that person is in such custody.

Section 8. Insurance.

It shall be the policy of the Park District to require any organized group making use of Park Facilities to provide insurance coverage at least as follows:

- 8.1 Commercial General and Umbrella Liability Insurance. Commercial general liability (CGL) and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 each occurrence.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

If alcoholic beverages are used, distributed, or sold, then liquor liability and Dram Shop liability coverage also shall be provided with a limit not less than \$1,000,000 per occurrence.

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District.

- 8.2 Business Auto and Umbrella Liability Insurance. If applicable, business auto liability and, if necessary, commercial umbrella liability insurance, with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

- 8.3 Workers Compensation Insurance. If applicable, workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

8.4 General Insurance Provisions.

- a. Evidence of Insurance. The existence of all required insurance coverage must be certified by an applicant for a Use Permit, and no Use Permit shall be issued until all required insurance coverage has been secured and proof of such coverage has been filed with the Park District. The Park District may require certificates of insurance and applicable policy endorsements reflecting required coverage. The failure of the Park District to demand any required certificate, endorsement, or other evidence of full compliance with these insurance requirements, or the failure of the Park District to identify a deficiency from evidence that is provided, shall not be construed as a waiver by the Park District of the group's obligation to maintain such insurance.
 - b. Right to Prohibit Use. The Park District shall have the right, but not the obligation, to prohibit a group from using any Park Facility until required certificates or other evidence of insurance are received and approved by the Park District.
 - c. Revocation if Noncompliance. The Park District may revoke any Use Permit or other permit or approval upon the failure to acquire and maintain the insurance required by this Section.
- 8.5 Waiver or Modification of Insurance Requirement. An organized group may request a waiver or modification of the insurance requirements of this Section. The Park District Executive Director and the President of the Park District Board of Commissioners, in the exercise of their sole discretion based on all of the circumstances, may modify or waive one or more of the insurance requirements of this Section, which circumstances shall include consideration of safety issues, liability issues, and various risk factors including without limitation the nature and duration of the proposed use and the proposed

activities, the locations of the use and activities, and the risks generally associated with the activities. Under no circumstances shall any decision to modify or waive a requirement be based on any consideration of race, color, religion, national origin, or any other class or status protected by law.

- 8.6 Changes Without Notice. The Park District Board of Commissioners may modify any or all of the requirements of this Section at any time, in the exercise of its discretion to reflect greater or lesser limits, in consideration of the factors set forth in Subsection 8.5 of this Section.

Section 9. Storage of Equipment Belonging to Others.

Any organization requesting the use of a Park Facility to store equipment shall (a) sign a release of responsibility, indemnifying and holding harmless the Park District for any and all loss or damage to property from any cause during the time that the equipment is stored in a Park Facility and (b) provide certification of insurance for fire and theft on the equipment during the entire period that the equipment is stored in a Park Facility, in the form required by Section 8 of this Chapter 2.

CHI1 #197295 v1



Oak Park and River Forest High School District 200

Park District of Oak Park

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

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

May 1, 2021 – April 30, 2026

INTRODUCTION

Best Interests of Constituents

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

Mission of the Park District of Oak Park

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

Mission of Oak Park & River Forest High School District 200

The mission of District 200 is, in part: "provides a dynamic, supportive learning environment that cultivates knowledge, skills, and character and strives for equality and excellence for all students."

General Statement of Agreement

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

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

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

Statement of Policy Regarding Park Facilities, Programs, and Services

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

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

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of April 2021 (the "Effective Date") by and between the Park District of Oak Park, an Illinois park district organized and existing pursuant to the Illinois Park District Code, (the "Park District") and the Board of Education of Oak Park & River Forest District 200, a public school district organized and existing pursuant to the laws of the State of Illinois ("District 200") (collectively the "Districts"), pursuant to the authority granted the Park District and District 200 by Article 10, Section 7 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

SECTION 1. SHARED FACILITIES

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

SECTION 2. USE OF SHARED FACILITIES

A. Requests in Writing. A request by the guest District to use the Shared Facilities of the host District shall be made in writing to the host District's primary contact person (to be designated annually). It is assumed that each District will provide all the materials, equipment, and supplies necessary for the events and programs of that District. A request for use must be signed by the Principal or Athletic Director if District 200 is the requesting District or by the Executive Director if District 200 is the requesting District or by the Executive Director or Assistant Superintendent of Recreation if the Park District is the requesting District.

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

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

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

- (i) Definitions. For purposes of this Subsection D, "event" is defined as an activity that is anticipated to include 100 or more participants and "program" is defined as an activity involving fewer than 100 participants.

- (ii) Cancellation of Event. Because an event typically requires significant planning, promotion, coordination, and staffing, the host District shall cancel or postpone an event only in the event of an unforeseen, unavoidable circumstance (such as a physical plant breakdown, an act of God, or similar occurrence) which would compromise the safety, well-being, or security of the participants.
- (iii) Cancellation of Program. In contrast to an event, because cancellation of a program typically would create an inconvenience but not a situation as severe as cancellation of an event, the host District, in the case of a conflict or other circumstance that cannot reasonably be resolved, may cancel or postpone a program on 72-hours written notice to the guest District or, if 72-hours written notice is impractical, then as much advance notice as possible. The host District shall endeavor to avoid the need for any cancellation and shall cooperate with the guest District to relocate or reschedule the affected program.

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

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

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

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

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

J. Payment of Costs.

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

(i) Park District Payments. When the Park District uses a District 200 facility, the Park District shall not pay a user fee but instead shall pay District 200 for all direct costs incurred by District 200 in conjunction with the Park District's use, including but not limited to custodial services (wages and overtime pay) rendered for the Park District's event or program in excess of the custodian's normal work week and security costs. If Facility Attendants are required during the Park District's use of a District 200 facility, that are out of the normal work week for District 200, then the Park District shall pay for this serve based upon District 200's current pay scale. District 200 shall advise the Park District in advance of all such potential charges. District 200 shall advise the Park District in writing and in advance of all such potential charges.

(ii) District 200 Payments. When District 200 uses a Park District facility, District 200 shall not pay a user fee but instead shall pay the Park District for all costs incurred by the Park District in conjunction with District 200's use, including but not limited to custodial services rendered for District 200's event or program in excess of the custodian's normal work week and security costs. District 200's payment shall be calculated based on the Park District's current pay scale. The Park District shall advise District 200 in writing and in advance of all such potential charges. The only exception would be the District shall pay \$1 per hour usage fee for maintenance of Ridgeland fields and ice rink.

K. Responsibility for Own Personnel. Each District shall be fully and solely responsible for its own employees, contracted services, and other agents including without limitation responsibility for supervision, direction, compensation, insurance, risk, liability, and claims.

SECTION 3. COOPERATIVE PLANNING

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

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

C. Cooperative Planning of Projects with Joint Impact. When a District is planning a capital project that may have an impact on the other District, the planning District shall endeavor to invite the other District to send a representative to the planning and review process of the project. It is the intent of the Districts that cooperative planning efforts shall be utilized in the

consideration of outdoor site development or facility expansion such as playgrounds, hard surface areas, walkways/trails, parking lots, re-grading of sites for new facilities, building expansions, interior remodeling, drainage improvements, and storm water detention and retention facilities. The representative of the invited District need not be a member of the Joint Coordinating Committee described in Section 7 of this Agreement. A District 200 representative shall be approved by the Superintendent of Schools. A Park District representative shall be approved by the Executive Director of the Park District.

D. Joint Purchasing When Financially Beneficial. As opportunities become available, the staffs of both Districts are encouraged to investigate and, if financially feasible and mutually beneficial, cooperate in the joint purchasing of materials, equipment, and supplies in order to procure the best pricing.

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

SECTION 4. GENERAL LIABILITY INSURANCE

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

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

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

SECTION 5. INDEMNITY

A. Indemnity by Park District. The Park District shall indemnify, defend, and save and hold harmless District 200 and its officers, officials, volunteers, employees, and agents from any and all liability, damage, cost, expense, cause of action, suits, claims, or judgments resulting from injury to person or property of others on a District 200 facility that arises out of any act or omission of the Park District, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons. District 200 agrees that, in the event any claim is asserted or any action brought to recover any such damage, District 200 shall give immediate notice thereof in writing to the Park District and shall cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action shall be performed and

concluded by the Park District. District 200 agrees to notify the Park District in writing by delivery to the Park District within five business days and by telephone immediately after District 200 receives any such complaint or claim. The delivery of written notification shall include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

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

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

SECTION 6. ADDITIONAL AGREEMENTS AND OBLIGATIONS

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

SECTION 7. ANNUAL JOINT MEETING

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

coordinating, and facilitating the meeting shall be the responsibility of the Park District in the even years and District 200 in the odd years.

SECTION 8. GENERAL PROVISIONS

A. Term. This Agreement shall be for a term commencing on the Effective Date and expiring on April 30, 2026 (the "Term").

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

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

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

Notices and communications shall be addressed and delivered as follows:

If to District 200:

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

If to the Park District:

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

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

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

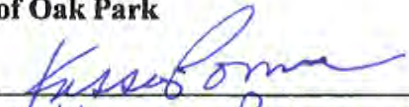
G. No Waiver, Enforcement. The failure by a District to insist on strict performance of any covenant, warranty, or condition or to enforce any of its rights under this Agreement in any one or more instances shall not be construed as a waiver in any subsequent instance of any such covenant, warranty,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

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

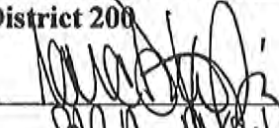
I. Illinois Law Applies. This Agreement shall be governed by the laws of the State of Illinois.

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

Park District of Oak Park

By: 
Printed name: Kassie Forreca
Title: President Park Board Commissioners

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

By: 
Printed name: Sandra J. Spivak
Title: President D200 Board of Education

APPENDIX A

SHARED FACILITIES

Park District Parks and Facilities

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

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

District 200 School and Fields

201 North Scoville Oak Park, IL 60302		Capacity
A.	Cafeteria North	433
B.	Cafeteria South	724
C.	Cafeteria Staff	123
D.	Fields Lake Field	50
E.	Fields Linden Field	50
F.	Fields Softball Field	50
G.	Fields Stadium	300
H.	Fields Tennis Courts East	50
I.	Gym 1East	1,067
J.	Gym 1East Classroom	50
K.	Gym 1 West	711
L.	Gym 3East	528
M.	Gym 3South	780
N.	Gym East Pool	50
O.	Gym East Pool Balcony	175
P.	Gym Fieldhouse	3,777
Q.	Gym Monogram Room	50
R.	Gym West Pool	50
S.	Gym West Pool Balcony	512

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

APPENDIX B

ADDITIONAL AGREEMENTS AND OBLIGATIONS

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

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



Oak Park Elementary School District 97

Park District of Oak Park

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

**AN INTERGOVERNMENTAL AGREEMENT
CONTINUING A PARTNERSHIP RELATIONSHIP
BETWEEN THE PARK DISTRICT OF OAK PARK
AND OAK PARK ELEMENTARY SCHOOL DISTRICT 97
FOR SHARED USE OF FACILITIES
AND COOPERATIVE PLANNING**

approved November 2018

INTRODUCTION

Best Interests of Constituents

School and park areas and public facilities represent a major capital investment, and current demands and taxing capacity emphasize the urgency more than ever for planning and using these facilities for the maximum benefit of the community. Public schools, facilities, parks, and other public open space belong to the people. Because they have coterminous boundaries, it is in the best interests of the Park District of Oak Park, an Illinois park district organized and existing pursuant to the Illinois Park District Code, (the "*Park District*") and Oak Park Elementary School District 97, a public school district organized and existing pursuant to the laws of the State of Illinois, ("*District 97*") and their constituents that they work together to coordinate, integrate, and consolidate the planning, acquisition, development, and general operation of public facilities when basic functions are compatible and a public benefit may be derived. There has been a tradition of excellent cooperation between the Districts, and District 97 and the Park District desire to continue, and to enhance, that tradition.

Mission of the Park District of Oak Park

The mission of the Park District is, "In partnership with the community we enrich lives by providing meaningful experiences through programs, parks, and facilities." The Park District's vision is "to strive to exceed the needs of our diverse community with a collaborative and innovative approach." The Park District's values are: Partnerships, Responsible Leadership, Integrity, Innovation, and Sustainability.

Mission of Oak Park Elementary School District 97

The mission of District 97 is, "to guarantee that each student achieves optimal intellectual growth while developing socially, emotionally, and physically through a system distinguished by: exemplary instruction focused on each student; commitment to the needs of a diverse population; meaningful partnerships with families and the community; celebrations of the power art, music, and language; and confident students challenged to be educational risk-takers." District 97's vision is to be "nationally recognized for preparing students to pursue college and career opportunities through purposeful and respectful learning experiences."

General Statement of Agreement

Although the stated missions of the Park District and District 97 have varied focuses, public investment in our facilities creates a mutually beneficial environment in which to provide quality recreation and education for all the residents of our districts. Therefore the Park District and District 97 strive to afford every opportunity within financial limits to plan, acquire, develop, operate, coordinate, use, and maintain open spaces, recreational, and educational resources, and to provide leadership for the responsible and responsive use of community resources.

The Park District's Board of Commissioners and District 97's Board of Education agree that, through joint efforts, both the Park District and District 97 can contribute to greater public service without relinquishing their separate identities or any of their governing responsibilities. The respective Boards and administrative staff will, therefore, endeavor to follow a policy for the reciprocal planning, acquisition, development, operation, joint planning and maintenance of facilities, programs, and services.

Statement Regarding Park Facilities, Programs, and Services

The Park District Board and the District 97 Board have established that joint planning, acquisition, development, operation, and maintenance of school and park facilities, programs, and services helps the Park District and District 97 achieve optimum public benefit through the responsible use of public facilities and their respective missions.

This agreement necessarily must be flexible; it cannot be considered absolute, but instead must be understood as a frame of reference for evaluation of specific proposals and recommendations as they become available or are explored by the community. The standards set forth in the following Partnership Agreement are intended as a framework for implementing the joint planning concepts while retaining the essential freedom of decision and action of both bodies.

The Districts agree that it is mutually beneficial for them to work together when a Park District and or District 97 facility is being planned. The Districts acknowledge that it will not always be possible for both Districts to undertake renovations or redevelopment of their facilities on a site at the same time, but the Districts agree that cooperation between them on matters of ownership, planning, design, renovation, investment, or redevelopment, and use of sites, when possible, will best and most efficiently serve their constituents. Through coordinated planning, design, and work on renovation, joint planning, or development, the Districts desire to achieve economies of scale and minimization of disruption in the use of their facilities. To that end the Districts will consult fully with each other on their capital plans.

AGREEMENT

THIS AGREEMENT ("*Agreement*") is made and entered into as of January 1, 2019, (the "*Effective Date*") for a term of five years by and between the Park District and District 97 pursuant to the authority granted to the Districts by Article 10, Section 7 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

SECTION 1. SHARED RESOURCES

A. The facilities of the Park District and District 97 set forth in Appendix A attached to and by this reference incorporated into this Agreement is hereby designated as the "*Shared Facilities*." The Park District and District 97, by written agreement, may modify the list of Shared Facilities from time to time without formal amendment of this Agreement. Throughout this Agreement, a property or building owned or controlled by District 97 will be referred to as a "*District 97 Facility*" and a property or building owned or controlled by the Park District will be referred to as a "*Park District Facility*."

B. Joint Purchasing When Financially and Operationally Beneficial. As opportunities become available, the staffs of both Districts are encouraged to investigate and, if financially and operationally feasible and mutually beneficial, cooperate in the joint purchasing of materials, equipment, and supplies in order to procure the best pricing.

C. Benefits of Combined Skills. The staffs of each District have particular experience, skills, training, and expertise regarding parks and recreation facilities and programs. One of the goals of the cooperative efforts described in this Agreement is for each District to benefit from the experiences, skills, training, and expertise of the staffs of both Districts.

SECTION 2. USE OF SHARED FACILITIES

A. Primary Contact Persons. The Superintendent of Schools and the Executive Director of the Park District will serve as the primary contacts for the Districts. Each District may designate a different administrative level staff person to be its primary contact by written notice to the other District.

B. Joint District Scheduling and Management Committee. The Park District and District 97 shall establish a Joint District Scheduling Committee comprised of members of the Districts' staffs. The Scheduling Committee shall meet at least three times each year in "*Seasonal Scheduling Meetings*" as follows: (1) On the last day of February for Fall programs, (2) on the last day of September for Winter and Spring programs, and (3) on the last day of November for Summer programs. The Districts may change the day of a meeting by agreement in writing reached far enough in advance of the meeting to leave ample time for Committee members to adjust their schedules.

C. Facility Use Requests. Requests by one District to use the Shared Facilities of the other District must be made in person to that District's primary contact person. Requests typically

should be made in advance of or at the relevant Seasonal Scheduling Meeting. A request may include, in addition to the use of the Shared Facility, the use of semi-permanent installations and equipment such as gymnastics equipment, scoreboards, volleyball standards, multi-purpose mats, and similar equipment. Unless the use of materials, equipment, or supplies is specified in a request and approved by the host District, the host District may assume that the guest District will provide the materials, equipment, and supplies it needs for its events and programs. A school principal or District 97's primary contact must sign a District 97 request, and the Superintendent of Recreation or the Park District's primary contact must sign a Park District request.

D. Responses to Requests. Each District shall endeavor to respond promptly in writing to a request and in all cases within 14 calendar days after receipt of the request unless extraordinary circumstances prevent it.

E. Priority of Use in Cases of Conflict. A Park District function or Park District-affiliated function will have priority use of a Park District Facility in the case of a conflict with a District 97 function. District 97 and District 97-affiliated organizations will have next priority of use of Park District Facility. Similarly, a District 97 function or a District 97-affiliated function will have priority use of a District 97 Facility in the case of a conflict with a Park District function. The Park District will have next priority of use of District 97 gymnasium. However, a District shall not be required to release the identity of the parties to the Potential Property Transaction.

F. Access. The Park District typically will have access to a District facility one hour after school concludes for outdoor spaces and two hours after school concludes for other indoor spaces. Once per week, a gymnasium of one of the elementary schools (on a rotating basis) will be made available as soon as possible after school concludes. Notwithstanding the foregoing, the Park District will continue to permit District 97's elementary and middle school fields during non-school hours. The term "affiliate" means, for the Park District, an organization with which the Park District has a continuing written agreement. The term "affiliate" means, for District 97, a District 97 partnership organization or an organization with which District 97 has a continuing written affiliation agreement. The Districts' affiliates are listed in Appendix C.

G. Notice of Scheduling Changes; Changes or Cancellation of Approved Functions. Both Districts must provide notice at least 14 days in advance when changes are necessary to scheduled uses of space. Notwithstanding the priority of use provisions in Subsection 2.E, the host District may not cancel or postpone an approved event or program of the guest District without that other District's consent. However, in the event of an emergency, either District may cancel an approved event or program.

H. Compliance with Policies, Ordinances, and Procedures. The guest District and its staff, participants, and spectators must strive to comply with the host District's rules, policies, and operating procedures relating to conduct and use of the Shared Facility or of the host District's facilities generally, except with the written consent of the host District.

I. Clean-Up of Debris. The guest District must clean up all trash, litter, and debris generated as a direct result of the guest District's event or program.

J. Reasonable Care. The guest District must always exercise reasonable care to prevent damage to, or unusual wear and tear to, any element of the host District's Shared Facility, regardless of whether it is an indoor or outdoor facility.

K. General Maintenance; Walk-Through Inspections; Repairs. The Districts will handle maintenance, damage, and wear-and-tear matters as follows:

1. General Maintenance Responsibility. Each District shall undertake all normal and routine maintenance of its own facilities at no cost to the other District.
2. Walk-Through Inspections. Before a guest District uses an indoor facility, the Districts will conduct a walk-through inspection to identify the existing conditions of the facility. The Districts also will conduct a walk-through inspection at the conclusion of the use to determine if the facility has been damaged or subjected to unusual wear and tear.
3. Repairs. For damages caused by the guest District either (a) will repair the facility promptly at its expense at a time and in the manner agreed to by the host District or (b) will pay the labor and materials costs for the host District to repair the facility.

L. Park District Payment of Maintenance Fee. Except as provided in Subsection 2.N.2, the Park District shall pay District 97 \$1.00 per indoor-activity hour as a maintenance fee for the purpose of defraying some of the costs of minimal repairs and replacement to District 97's Shared Facilities. The Park District shall pay the maintenance fee twice each year, on June 1 and December 1. Each payment must be accompanied by a log showing the number of activity hours for which payment is made.

M. Hall Monitors for Certain Park District Uses. If District 97 determines that hall monitors are required for a Park District use of a District 97 Facility, then the Park District must provide hall monitors at no cost to District 97. District 97 may determine that, in its reasonable judgment, District 97 hall monitors must be used for a particular Park District event or program. In that case, the Park District must pay for those monitors at a rate not greater than the permanent custodian floater rate established annually by District 97 as of September 1.

N. Park District Reimbursement of District 97 Direct Costs.

1. General. The Park District shall pay District 97 for all staffing and equipment costs incurred by District 97 in conjunction with the Park District's use of a District 97 Facility. At the request of the Park District, District 97 must promptly provide the estimated cost related to an event or program.
2. Custodial Services. The Park District is not required to pay the maintenance fee described in Subsection 2.L when the Park District uses a District 97 Facility for which routine custodial services are provided by District 97 custodial staff. Instead, the Park District must pay District 97 for all custodial services rendered for the Park District event or program beyond the routine services. The cost of those additional

services will be calculated based on District 97's current pay scale, including any overtime for custodians who work more than 40 hours in the relevant week. District 97 will advise the Park District in writing and in advance of all such potential charges.

O. District 97 Reimbursement of Park District Direct Costs.

1. General. District 97 shall pay the Park District for all staffing and equipment costs incurred by the Park District in conjunction with District 97's use of a Park District Facility. At the request of District 97, the Park District must promptly provide the estimated cost related to an event or program.
2. Custodial Services. When District 97 uses a Park District Facility for which routine custodial services are provided by Park District staff, District 97 must pay the Park District for all custodial services rendered for the District 97 event or program beyond the routine services. The cost of those additional services will be calculated based on Park District's current pay scale, including any overtime for staff members who work more than 40 hours in the relevant week. The Park District will advise the District 97 in writing and in advance of all such potential charges.

P. Responsibility for Own Personnel, Volunteers, and Other Agents. Each District is be fully and solely responsible for its own employees, volunteers, contracted services, and other agents including without limitation responsibility for their supervision, direction, compensation, insurance, risk, liability, and claims.

SECTION 3. COOPERATIVE PLANNING OF SHARED FACILITIES

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

B. Joint District Long-Term Planning Committee. The Park District and District 97 shall maintain a Joint District Long-Term Planning Committee comprised of the Executive Director of the Park District, the Superintendent of Schools, two board members from each District, and other staff members as assigned. The Planning Committee shall annually review the Capital Projects of each District that may have impacts on the other District and advise the Districts whether through joint planning efforts the public benefits of those Capital Projects have been maximized and whether those Capital Projects have been planned and scheduled to the extent possible to minimize the impact of those Capital Projects on each District and its programs.

C. Cooperative Planning of Projects with Impact. The Districts intend to undertake cooperative planning efforts when either District is considering a Capital Project that may have an impact on the other District such as a playground, hard surface area, walkway or trail, parking lot, re-grading of a site for a new facility, a building expansion, an interior remodeling, a drainage improvement, a storm water detention and retention facility, or any other facility expansion or

outdoor-site project that would have any similar impact. In any of those instances, the planning District shall endeavor to invite the other District to send a representative to planning and review meetings related to that Capital Project. The invited District may choose its representative, who need not be a member of either the Joint District Scheduling Committee or the Joint District Long-Term Planning Committee.

D. Site-Specific Letter Agreements. The Districts, in order to best define an appropriate working relationship for a particular project, may enter into a site-specific letter agreement through their chief administrative officials for that project. The letter agreement may set forth processes, timetables, standards, and other agreeable provisions for cooperative planning, design, and work on that project.

E. Consultation about Property Transfers. When a District is considering the sale or lease of its property, or the purchase or lease of another's property (a "*Potential Property Transaction*"), that considering District will advise the other District (confidentially if appropriate) of the consideration of that Potential Property Transaction reasonably in advance of any proposed action by the considering District, so that the other District may consider and discuss any opportunities the Potential Property Transaction may create. The intent of this Subsection is to create the opportunity for the Districts to discuss how they may expand programs and facilities to their mutual benefit.

SECTION 4. INSURANCE

A. General Standard. District 97 and the Park District each shall provide its standard insurance coverage for its facilities. Each District shall be responsible for procuring any additional insurance coverage it desires for its events and programs using the facilities, materials, equipment, or supplies of the other District.

B. Commercial General Liability Insurance. District 97 and the Park District each shall keep in force at all times during the term of this Agreement commercial general liability insurance specifically including bodily injury, personal injury and property damage with limits of not less than \$3,000,000 per occurrence, written on an occurrence basis and at all times naming District 97 and the Park District and each of their officials, officers, employees, volunteers, and agents as additional insured through execution of Additional Insured Endorsement 2026 or its equivalent.

C. Certificates of Insurance; Notice. District 97 and the Park District each shall furnish to the other certificates of the insurance and coverage in place as required in this Section, which certificates shall include the requirement of a 90-day notice of any cancellation or any reduction in limits.

SECTION 5. INDEMNITY

A. Indemnity by Park District. The Park District shall indemnify, defend, and save and hold harmless District 97 and its officers, officials, volunteers, employees, and agents from any and all liability, damage, cost, expense, cause of action, suits, claims, or judgments resulting

from injury to person or property of others on a District 97 Facility that arises out of any negligent act or omission of the Park District, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons, and to the extent arising from the Park District's breach of this Agreement. District 97 agrees that, in the event any claim is asserted or any action brought to recover any such damage, District 97 shall give immediate notice thereof in writing to the Park District and shall cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action shall be performed and concluded by the Park District. District 97 agrees to notify the Park District in writing by delivery to the Park District within five business days and by telephone immediately after District 97 receives any such complaint or claim. The delivery of written notification shall include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

B. Indemnity by District 97. District 97 shall indemnify, defend, and save and hold harmless the Park District and its officers, officials, volunteers, employees, and agents from any and all liability, damage, cost, expense, cause of action, suits, claims, or judgments resulting from injury to person or property of others on a Park District Facility that arises out of any negligent act or omission of District 97, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons, and to the extent arising from District 97's breach of this Agreement. The Park District agrees that, in the event any claim is asserted or any action brought to recover any such damage, the Park District shall give immediate notice thereof in writing to District 97 and shall cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action shall be performed and concluded by District 97. The Park District agrees to notify District 97 in writing by delivery to District 97 within five business days and by telephone immediately after the Park District receives any such complaint or claim. The delivery of written notification shall include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

C. Assertion of Defenses. The insurer of the party providing the indemnification shall 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 6. ADDITIONAL AGREEMENTS AND OBLIGATIONS

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

SECTION 7. ANNUAL JOINT MEETING

In January of each year of this Agreement, the Executive Director of the Park District and the Superintendent of Schools for District 97 along with their respective Board President or designee shall hold a joint meeting to discuss matters of mutual interest and concern.

SECTION 8. GENERAL PROVISIONS

A. Term. This Agreement shall be for a five year term commencing on the Effective Date and expiring on December 31, 2023 (the "Term").

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

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

D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by email, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid only to the extent that they are actually received by the individual to whom addressed and are followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt, or (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such 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 District 97:

Oak Park Elementary School District 97
c/o Superintendent of Schools
970 Madison Street
Oak Park, Illinois 60302

If to the Park District:

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

E. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

F. Amendments and Modifications. Except as specifically provided in this Agreement for Attachments A and B, this Agreement may not be amended or modified in any way except in writing and approved and executed by District 97 and the Park District.

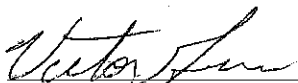
G. No Waiver, Enforcement. The failure by a party to insist on strict performance of any covenant, warranty, or condition or to enforce any of its rights under this Agreement in any one or more instances shall not be construed as a waiver in any subsequent instance of any such covenant, warranty, condition,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

H. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Park District and District 97, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity other than the Park District and District 97 or to acknowledge, establish, or impose any legal duty to any third party.

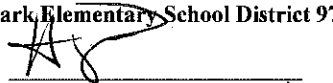
I. Illinois Law Applies. This Agreement shall be governed by the laws of the State of Illinois.

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

The Park District of Oak Park

By: 
Name: Victor Guarino
Its: President

**Board of Education of
Oak Park Elementary School District 97**

By: 
Name: Holly Spurlock
Its: President

APPENDIX A
SHARED FACILITIES

Park District of Oak Park Parks and Facilities

1. **Andersen Park and Center**
824 North Hayes Avenue, at Division.
2. **Austin Gardens**
1100 Ontario Street.
3. **Barrie Center**
1011 Lombard Avenue.
4. **Barrie Park**
127 Garfield Street.
5. **Carroll Park and Center**
1125 South Kenilworth Avenue.
6. **Elizabeth F. Cheney Mansion**
220 North Euclid Avenue.
7. **Conservatory & Conservatory Center**
615 Garfield Street.
8. **Dole Learning Center**
255 Augusta Street.
9. **Euclid Square**
705 West Fillmore Street.
10. **Field Park and Center**
935 Woodbine, at Division.
11. **Fox Park and Center**
640 South Oak Park Avenue.
12. **Gymnastics and Recreation Center**
21 Lake Street.
13. **Lindberg Park**
On Greenfield Avenue between Marion and Woodbine.
14. **Longfellow Park and Center**
610 South Ridgeland Avenue.

APPENDIX C

AFFILIATES

PARK DISTRICT:

1. American Youth Soccer Organization (AYSO)
2. Oak Park Youth Baseball/Softball (OPYB/S)
3. Chicago Edge Soccer Club (Chicago Edge)
4. Oak Park/River Forest Pony Baseball (Pony Baseball)
5. Windmills Softball (Windmills)
6. Huskie Youth Football
7. Oak Park River Forest High School
8. Fenwick High School
9. St. Giles School
10. Ascension School
11. Friends of the Oak Park Conservatory (FOPCON)
12. Festival Theatre

DISTRICT 97:

1. Parent Teacher Organizations (pending written agreement)
2. Hephzibah
3. Oak Park Education Foundation (pending written agreement)
4. The Collaboration for Early Childhood Care and Education
5. PING!
6. Success for All Youth (pending written agreement)
7. Scouts (pending written agreement)
8. Other Non-Profit Community Groups (pending written agreement)

APPENDIX B

ADDITIONAL AGREEMENTS AND OBLIGATIONS

A. Park District Program Information. District 97 shall permit the Park District to send and receive communications pertaining to Park District programs through District 97's mail delivery service. District 97 shall not be liable to the Park District for any errors, delays, omissions, or other failures in the handling or transmission of any such communications.

B. Certain Maintenance. The Park District shall bear the costs associated with turf maintenance at Lincoln School (on the west side) adjacent to Carroll Park and at Mann School (on the west side) adjacent to Field Park. The Park District shall not bear any costs associated with planting, installation, construction, and repair of any horticultural improvements at these locations.

C. Joint Efforts Seeking Funding. The Park District and District 97 agree to consider filing applications for state and federal funding to finance projects of mutual interest.

D. Joint Development of Playgrounds. The Park District and District 97 agree to consider jointly developing playground on school property whenever this is economically feasible and mutually beneficial. Whether financially participating or not, the Park District shall act as a planning consultant on all proposed playground and tot lot development contemplated by District 97. The Park District shall also perform routine inspections of playgrounds at Lincoln School and Mann School of joint playground improvements are made there.

E. Park District Resident Rates Apply. All Park District programs conducted at District 97 facilities shall be offered to District 97 residents at Park District resident rates.

Oak Park Elementary District 97 Schools

- A. **Beye School**
230 North Cuyler Avenue.
- B. **Gwendolyn Brooks Middle School**
916 Washington Boulevard.
- C. **Hatch School**
1000 North Ridgeland Avenue.
- D. **Holmes School**
508 North Kenilworth Avenue, at Chicago Avenue.
- E. **Irving School**
125 South Cuyler Avenue.
- F. **Lincoln School**
1111 South Grove Avenue.
- G. **Longfellow School**
715 Highland Avenue, at Jackson Boulevard.
- H. **Mann School**
921 North Kenilworth Avenue, at Division Street.
- I. **Percy Julian Middle School**
416 South Ridgeland Avenue.
- K. **Whittier School**
715 North Harvey Avenue.

15. **Maple Park**
1105 South Maple Street, at Harlem Avenue.
16. **Mills Park and Pleasant Home**
217 South Home Avenue.
17. **John L. Hedges Administrative Center**
218 Madison Street.
18. **Randolph Park**
At the intersection of Grove Avenue and Randolph Street.
19. **Rehm Pool and Park**
515 Garfield Street
20. **Ridgeland Common Pool, Park, and Ice Rink**
415 Lake Street, at Ridgeland Avenue.
21. **Scoville Park**
800 Lake Street, at Oak Park Avenue.
22. **Stevenson Park and Center**
49 Lake Street.
23. **Taylor Park**
400 West Division Street, at Ridgeland Avenue.
24. **Wenonah Park**
At the intersection of Wenonah and Harrison Streets.



Oak Park Township

Park District of Oak Park

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

AN INTERGOVERNMENTAL AGREEMENT FOR THE YOUTH ENGAGEMENT PROGRAM, 2022 - 2024

This agreement is between OAK PARK TOWNSHIP and the enumerated participating local governments: River Forest Township, School District 90, School District 97, School District 200, Park District of Oak Park, River Forest Park District, Oak Park Public Library, and River Forest Public Library, hereinafter referred to collectively as PARTICIPATING GOVERNMENT UNITS.

OAK PARK TOWNSHIP agrees as follows:

- To work with any youth who are residents of Oak Park and River Forest or attend the community schools. The engagement specialists will work with youth who need help with depression/anxiety, crisis and trauma, gang involvement, and behavioral/aggression problems as well as with youth who need individual mentoring.
- To closely monitor youth, through individual counseling which focuses on the individual strengths and needs of clients and their families and helps in providing individual counseling, linking to services as needed, managing those services, and tracking outcomes.
- To respect and maintain the confidentiality of registered Youth Engagement clients and their families and share information about clients with partner agency staff as appropriate and only when a Release of Information has been signed by the appropriate party.
- To report program outcomes, such as reasons for discharge, demographics, referral reasons, and assessment information, in the aggregate only.
- To continue to provide intense engagement by employing support staff and two Youth Engagement Specialists for the positions as described in Appendix I and one Youth Engagement Supervisor.
- To act as the administrative agent of the Youth Engagement Program, hiring, training, supervising, insuring and providing office space to the Youth Engagement Program staff.
- To provide the necessary support, services, materials and equipment, such as, duplication, printing, postage, telephone and computers.
- To distribute monthly reports via email on the activities of Youth Engagement staff to all board members and the chief administrators of each participating government unit.
- To work with participating government units to establish additional meaningful outcome measures based on shared client data.
- To report on program activities and outcomes at least annually, or more often as needed or requested, at the Council of Governments meetings in Oak Park and in River Forest.
- To offer services listed in Appendix II: Menu of Services to partner agencies and to work responsively with partner agencies to develop other specific services based on emerging needs.

AN INTERGOVERNMENTAL AGREEMENT FOR THE YOUTH ENGAGEMENT PROGRAM, 2022 - 2024

- To maintain an appropriate level of liability insurance and provide certificates of insurance to partner agencies as requested.
- To bill each participating government unit on a quarterly basis at the quarter amount listed in this IGA.
- To establish agreements with partner agencies to share confidential information that will allow the Township to report on program outcomes for the Youth Engagement caseload in the aggregate.

The other participating government units agree as follows:

- To support the Youth Engagement Program through referrals, offering space to meet with youth and families (including virtual access during e-learning school days), sharing information about youth behaviors and situations, participating in training events and planning meetings, and by providing outcome data.
- To bring policy and operational concerns and recommendations to the Youth Services Director or Oak Park Township Manager or Supervisor and then, as needed, to the community's Council of Governments for discussion and response.
- To work collaboratively and cooperatively in the common interest of helping youth develop, learn problem solving skills and to become engaged positively in the community.
- To enter into data sharing agreements, where appropriate, so that the Township may collect and analyze data in the aggregate for youth that are participating in the Youth Engagement program.
- To support the cost of this joint endeavor in an amount listed to be billed Quarterly in four equal amounts. The total budget for the Youth Engagement Program for the first year of this agreement is \$307,718.00. Please see Table of Agency Amounts and Quarter Payments on next page.

**AN INTERGOVERNMENTAL AGREEMENT
FOR THE YOUTH ENGAGEMENT PROGRAM, 2022 - 2024**

AGENCY	2022-23 Amount	Qrt. Payment	2023-24 Amount
OP Elementary D97	\$32,130	\$8,032.50	\$33,093
Park District OP	\$13,923	\$3,480.75	\$14,341
OP Public Library	\$13,923	\$3,480.75	\$14,341
OPRF High School D200	\$36,414	\$9,103.50	\$37,506
Village of Oak Park*			
River Forest Township	\$19,814	\$4,953.50	\$20,408
RF Elementary D90	\$9,103	\$2,275.75	\$9,376
RF Park District	\$4,820	\$1,205.00	\$4,965
RF Public Library	\$4,820	\$1,205.00	\$4,965
Village of River Forest*			
Helen Brach Grant	\$5,000	-	-
SUBTOTAL:	\$139,947	-	-
Oak Park Township:	\$167,771	-	-
TOTAL:	\$307,718	-	-

*We will be approaching both the Village of Oak Park and River Forest to participate in funding the Youth Engagement Program again.

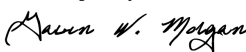
- To promptly reimburse Oak Park Township upon receipt of a quarterly bill in the amount shown in the table above.

It is understood by all signatories of this agreement that the supervision of all Township employees, including any addition to the Township staff as a result of this agreement, is the responsibility of Oak Park Township. To the extent permitted by law, each party shall indemnify, defend, and hold harmless the other parties, their elected officials, employees, officers, directors and agents from and against any third-party claims, demands, losses, damages, or expenses (including reasonable attorneys' fees) arising from or relating to any claim for harm, injury, or death to any person, or damage to tangible personal property arising out of or in connection with the performance of the services under this Agreement to the extent of the negligence, fault, or willful act or omission of the indemnifying party, its personnel or agents during the course of performance of the services hereunder or otherwise in connection with the performance of this Agreement.


This Intergovernmental Agreement will be in force for two years from July 1, 2022.

AN INTERGOVERNMENTAL AGREEMENT
FOR THE YOUTH ENGAGEMENT PROGRAM, 2022 - 2024


OAK PARK TOWNSHIP

<div>DocuSigned by:  5D0A970E194740A...</div>	Township Manager	10/14/2022
Signature	Title	Date

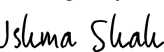
RIVER FOREST TOWNSHIP

<div>DocuSigned by:  6E2A3EF83766419...</div>	Supervisor	10/13/2022
Signature	Title	Date

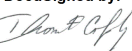
RIVER FOREST ELEMENTARY SCHOOL DISTRICT 90

<div>DocuSigned by:  1B2F76992F61435...</div>	Superintendent	10/13/2022
Signature	Title	Date

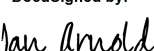
OAK PARK ELEMENTARY SCHOOL DISTRICT 97

<div>DocuSigned by:  179A61EABF97454...</div>	Superintendent	10/14/2022
Signature	Title	Date

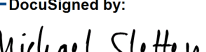
OAK PARK-RIVER FOREST HIGH SCHOOL DISTRICT 200

<div>DocuSigned by:  6346284F6C9A44C...</div>	Board President	10/13/2022
Signature	Title	Date

PARK DISTRICT OF OAK PARK

<div>DocuSigned by:  BDA0AE5BB9DB4F5...</div>	Executive Director	10/13/2022
Signature	Title	Date

RIVER FOREST PARK DISTRICT

<div>DocuSigned by:  286F079AB931498...</div>	Executive Director	10/13/2022
Signature	Title	Date

**AN INTERGOVERNMENTAL AGREEMENT
FOR THE YOUTH ENGAGEMENT PROGRAM, 2022 - 2024**

OAK PARK PUBLIC LIBRARY

<div><div>DocuSigned by:</div><div><i>Lori Pulliam</i></div><div>CD535F11CE03437...</div></div>	Interim Executive Director	10/13/2022
Signature	Title	Date

RIVER FOREST PUBLIC LIBRARY

<div><div>DocuSigned by:</div><div><i>Emily Compton</i></div><div>FA28DB00CD9A48A...</div></div>	Director	10/17/2022
Signature	Title	Date

VILLAGE OF OAK PARK

Signature	Title	Date

VILLAGE OF RIVER FOREST

Signature	Title	Date

APPENDIX I

Engagement Specialist Job Description

CLASS. TITLE:	Youth Engagement Specialist	FLSA: Non-Exempt
DEPARTMENT:	Youth Services	DATE: 03/2022
DIVISION:	Town	
REPORTS TO:	Youth Engagement Manager	

Job Summary: The Youth Engagement Specialist builds collaborations between systems and agencies to prevent, intervene, and combat negative youth behavior in Oak Park and River Forest Communities. The interventionist assists youth and families, and implement programming geared toward youth in the Oak Park and River Forest Communities. This is an ideal position for recent grads!

Job Functions:

- Ability to show knowledge or ability to gain knowledge in the following areas: youth mental health, specifically anxiety and depression, substance abuse, trauma, aggression, and behavioral problems, gangs.
- Carries a caseload of 20 individuals for counseling and interventions. Performs crisis intervention, making social diagnostic assessments, and assists in developing a comprehensive treatment plan for clients.
- Run groups during school year that focus on current events, trends, and needs.
- Collaborates closely with families, school personnel, mental health professionals, and other agencies associated with client. See clients in the office, their homes, school, and other areas outside of the office. Transport youth, if necessary.
- Help provide wraparound services by encourage and referring youth, families, parents/ guardians to other community services and activities.
- Knowledge of the DSM 5.
- Able to maintain and complete documentation related to job duties in a timely manner. Must have good time management skills.
- Initiate and maintain in contact (via phone, email, or in person) with youth, parents/ guardians, families, mentors, therapist, police, and other community agencies involved in youth's case.
- Maintain relationships and partnerships with current agencies and organizations that serve youth in the Oak Park and River Forest Communities
- In the summer, carry a small park caseload (around 7) to visit weekly looking for gang graffiti, drug paraphernalia, litter, and other suspicious acts to help keep parks safe.
- Assists agencies in developing long term community based strategic plans to help with village wide prevention efforts regarding youth; including implementing goals/strategies.
- Keeps Supervisor informed regarding community issues and sensitive topics.
- Participate in weekly supervision with Interventionist Supervisor and participate in weekly Youth Services Team Meetings.
- Performs other duties as assigned.
- Supervision for LPCs and MSWs available.

Job Type: Full Time

Minimal Qualifications:

- Master's in counseling, psychology, social worker.
- Working with youth and families (preferred).

Education:

APPENDIX I

Engagement Specialist Job Description

- Master's (Required)

Knowledge, Skills, and Abilities

Knowledge of:

- Social Work, counseling, psychology
- Criminal Justice and approaches used by law enforcement in local, state, and federal environments; juvenile law and court systems
- Ethical standards and codes of conduct in dealing with clients and public
- Crisis Intervention Techniques
- Conflict Resolution

Skill In:

- Time management and prioritizing work
- Verbal and written communication and organization
- Facilitation and group leadership
- Mediation and collaboration building

Ability To:

- Maintain relationships with community organizations and administrators
- Facilitate presentations and trainings for youth, parents, community associations, and other public groups.
- Remain calm in stressful and crisis situations

Physical Abilities:

- Sit, keyboard, read, write, add, hear and speak for extended periods
- Drive automobile to meet with clients in their homes or other locations, and meetings with other agencies, committees and councils, etc.
- Lift up to 10 pounds on occasion.

APPENDIX II

Menu of Services

Youth Engagement Program – Services

March 2022

The Township's Youth Engagement Program staff are Masters Level Social Workers and Counselors, all with backgrounds in working with youth on a variety of issues. The Youth Engagement Program is constantly conducting needs assessments to address youth issues within the communities. Through the Youth Engagement Program, they provide the following services to individuals, families, agencies, and community organizations in Oak Park and River Forest.

TRAINING-in person or virtual

- ◆ Anti-bullying training
- ◆ Any training as requested by a partner agency for staff or youth who they service, based on issues and needs they are seeing at their locations.
- ◆ Other training programs tailored to different entities' needs examples include, but are not limited to, Restorative Justice and Practices, community issues (Street Safe Workshop).

CONSULTING

- ◆ Consult with private therapists, agencies (public and private, profit and non-profit), parents, schools, law enforcement, courts, probation officers, the States Attorney's office and city, state and federal agencies on issues of youth, including gangs, crisis and trauma, school refusal/attendance, behavior and aggression, anxiety, depression and other mental health topics.
- ◆ Community and neighborhood problem solving, education, and training, including virtual training.
- ◆ Work with partner agencies to help address staffing patterns, incident response, facility security, and safety procedures and protocols

INFORMATION/INTELLIGENCE

- ◆ Work with various bodies to "connect-the-dots" to identify patterns of behaviors and incidents regarding youth
- ◆ Assist in identifying and locating individuals representing a threat to youth

DIRECT ENGAGEMENT-in person or via tele-health models

- ◆ Individual/family crisis intervention
 - hospitalization assessment
 - suicide assessment
 - trauma and grief counseling
- ◆ Incident-related crisis intervention (for example; school violence, suicide, etc.)
- ◆ On-site engagement or "tele-health" services at partner facilities in conjunction with partner staff
- ◆ Group work with grade, middle and high school students after needs are identified with community partners
- ◆ Engagement work specifically with youth who are experiencing trauma/crisis and mental health needs
- ◆ Individual counseling with youth regarding issues with gang involvement, trauma/crisis, behavior/aggression, and anxiety and depression
- ◆ Casework-including referrals, family assessments, and connecting youth and families with partner agencies and organizations based on needs



Friends of Oak Park Conservatory

Park District of Oak Park

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

PARK DISTRICT OF OAK PARK

A PARTNERSHIP AND LICENSE AGREEMENT WITH THE FRIENDS OF THE OAK PARK CONSERVATORY

This Partnership and License Agreement (this "*Agreement*") is made as of May 1, 2022, (the "*Effective Date*") by the Park District of Oak Park, an Illinois park district, (the "*Park District*") and the Friends of the Oak Park Conservatory, an Illinois not-for-profit corporation ("*FOPCON*").

RECITALS:

WHEREAS, the Park District owns and operates parks, recreation centers, and related facilities (collectively "*Parks*"), including the Oak Park Conservatory (the "*Conservatory*"); and

WHEREAS, FOPCON is a Section 501(c)3 volunteer membership organization formed and operated for the purpose of promoting community interest in the Conservatory, offering educational and recreational opportunities, and supporting projects that benefit the Conservatory; and

WHEREAS, the Park District and FOPCON have had a long, successful relationship; and

WHEREAS, the current agreement between the Park District and FOPCON has expired and the Park District and FOPCON desire to enter into this Agreement to extend their long partnership; and

WHEREAS, FOPCON regularly conducts and hosts activities for the benefit of the Conservatory, the Parks, and residents and guests of the Park District, including:

- (a) Organizing and providing volunteer services for fundraising events and activities to raise money for grants to support educational programs and improvements at the Conservatory; and
- (b) Developing educational programming and activities and coordinating volunteer services in connection with various educational programs and events designed to increase public understanding and appreciation of horticultural subjects, conservation and understanding of ecosystems represented in the showrooms, and awareness and use of the Conservatory; and
- (c) Coordinating community events that encourage membership and promote awareness of the Conservatory facilities; and

WHEREAS, the contributions FOPCON has made and plans to make are very beneficial; and

WHEREAS, the Park District fully supports FOPCON's activities in many ways including access to and use of the Conservatory and the Parks; and

WHEREAS, FOPCON's work and the Park District's support result in valuable, direct benefits to the Conservatory, the Parks, and residents; and

WHEREAS, this Agreement is made under the Park District's program called P.A.C.T. (Partner, Associate, Companion, Tenant) and reaffirms FOPCON's status as a valued, and valuable, Park District partner;

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

Section 1. Partnership. FOPCON is classified as a Partner with the Park District in the activities it conducts and contributions it makes to the Park District.

Section 2. Term of Agreement and Renewals. This Agreement commences on the Effective Date and, unless earlier terminated pursuant to Section 10 below, will expire on December 31, 2025 (the "*Initial Term*"). Thereafter, this Agreement will renew automatically each year for a one-year period (each a "*Renewal Term*"), unless the Park District or FOPCON has given written notice of non-renewal at least 120 days in advance of the expiration of the Initial Term or current Renewal Term. The Initial Term and all Renewal Terms, if any, are sometimes referred to in this Agreement collectively as the "*Term*."

Section 3. Grant of License; Authorized Uses. Subject to the terms and conditions of this Agreement, the Park District hereby grants to FOPCON a license (the "*License*") to engage in Authorized Uses during the Term of this Agreement, as defined in Section 4 of this Agreement.

Section 4. Definition of Authorized Uses. "*Authorized Uses*" means: All uses of Conservatory facilities by FOPCON officers, members, agents, volunteers, guests, and subcontractors for activities and purposes that are legal and proper and that are undertaken in furtherance or in support of FOPCON's mission or otherwise in furtherance or in support of the Park District's programs and operations related to the Conservatory. Without limiting the generality of the foregoing statement, "Authorized Uses" includes those specific uses, activities, and events described or listed on Attachment A to this Agreement, which is incorporated into this Agreement by this reference. Attachment A may be amended from time to time during the Term by FOPCON's submission of a revised Attachment A to the Park District, which revised Attachment A will become effective and be incorporated in this Agreement when accepted by the Park District in writing.

Section 5. Park District Support for FOPCON. The Park District will provide services and resources in the Conservatory building to support FOPCON's operations during the Term, such as telephone (including one dedicated line), computer network and Internet connections, computer assistance and support consistent with the Park District's own operations, and publicity in Park District publications. This list of services and resources is not exhaustive, and it may be revised or supplemented from time to time in writing by FOPCON and the Park District.

Section 6. Financial and Insurance Arrangements. During the Term of this Agreement, FOPCON will not be required to pay any fees for any Authorized Uses or to reimburse any costs incurred by the Park District in connection with the provision of support services and resources under Section 5 of this Agreement. Further, FOPCON will not be required to provide any bond or deposit in connection with any Authorized Uses. During the Term of this Agreement, FOPCON will maintain insurance coverage substantially the equivalent of the coverage maintained by FOPCON as of the Effective Date.

Section 7. Conditions on License and Support. FOPCON's rights under this Agreement are conditioned on FOPCON's compliance with all of the following conditions and requirements:

- (a) FOPCON will submit to the Park District's Executive Director or Director of Horticulture, in a timely manner, copies of the following items: annual and interim financial reports, written minutes of meetings, any amendments to FOPCON's by-laws, and incident/accident reports prepared in accordance with Park District policies and procedures.
- (b) FOPCON will maintain its own financial accounts and will not incur any expense on behalf of the Park District.
- (c) On written request of the Park District, FOPCON will provide access to all of its books and accounts for review by appointment at reasonable times and places.
- (d) FOPCON will pay to the Park District, within 30 days after receipt of a statement or invoice from the Park District, the costs of a Park District employee (excluding exempt employees) for FOPCON activities or events that have been mutually agreed upon in advance. The Park District and FOPCON acknowledge that employee costs typically have been incurred in connection with rental attendants or receptionists for Uncorked, fundraising events, member lectures and appreciation events that take place outside of Conservatory public hours, and coverage during the Plant Sale, and acknowledge that similar circumstances may arise requiring payment of employee cost.
- (e) FOPCON will provide volunteers to organize and operate its events, will assist in set-up and take-down of equipment, and will clean up the Conservatory after events.
- (f) FOPCON will require its volunteers (i) to complete, sign, and file volunteer application forms equivalent to the forms the Park District uses for volunteers of other organizations and (ii) to undergo criminal background checks as required by the Park District. The Park District will advise FOPCON of important information derived from any criminal background check to the extent permitted by law and will advise FOPCON of an individual's suitability for volunteering. FOPCON will comply with the suitability recommendation made by the Park District.
- (g) FOPCON will include one member of the Park District's Board of Commissioners as a non-voting member of the FOPCON Board and may also include, at the discretion of the Park District, one Park District staff member designated by the Park District also as a non-voting member of the FOPCON Board. These members will be entitled to participate fully in all meetings and to receive all information on the same basis as voting members of the FOPCON Board, except that these members may be excused from a closed session during which a FOPCON personnel matter is discussed, and during the voting of a grant request from the Park District.
- (h) FOPCON will maintain its membership as open to all interested residents of the Park District and to other interested parties.

- (i) FOPCON acknowledges and agrees that it acts in an advisory capacity to the Park District and that the Park District has final authority on all matters related to policies, rules, regulations, and enforcement related to all Park District matters and within all Park District property.

Section 8. FOPCON Support for Park District. Without limiting the scope and range of FOPCON's ongoing activities in support of the Conservatory, FOPCON intends to continue providing support to the Conservatory during the Term of this Agreement by carrying on Authorized Uses, by providing and coordinating volunteer services, and by making monetary grants to fund Park District programs and improvements relating to the Conservatory.

Beginning in fiscal year 2023 (*October 1, 2022 – September 30, 2023*), FOPCON agrees to provide the Park District funds on an annual basis totaling 12% of FOPCON's total gross revenue (plant sale, membership, special events, and annual appeal) subject to the guidelines set forth below. The estimated amount provided to the Park District will be included as a line item on FOPCON's budget and will be finalized at the end of the year.

These funds will be dispersed to the Park District through FOPCON's funding request process approved by the FOPCON Board and in keeping with FOPCON's mission. Any funds not disbursed in the fiscal year allocated will roll over into succeeding fiscal years of this PACT agreement. Should FOPCON experience a substantial budgetary shortfall, it will notify the Park District that the grant of funds may be adjusted by FOPCON in good faith so as to not compromise FOPCON's financial position. FOPCON will notify the Park District promptly whenever any change is made to FOPCON's current "Guidelines for Requesting Funds" and whenever FOPCON may adopt any other policies, procedures, or guidelines. Any sponsorship of Fall Fest activities at the Conservatory would require additional funding from FOPCON to cover those direct expenses.

In the event that the Park District initiates a capital campaign for the Conservatory, FOPCON agrees to support such a campaign with efforts such as outreach to FOPCON members and assistance with promotional efforts.

Section 9. Other Specific Terms of Agreement. Except as otherwise provided herein, this Agreement includes the terms and conditions set forth in the "*Specific Terms of Agreement*," a copy of which is attached to this Agreement as Attachment B and by this reference incorporated into this Agreement (the "*Standard Terms*"). Notwithstanding the final sentence of Paragraph 8.C of the Standard Terms, FOPCON's Organization Contractors are required to maintain the required insurance coverage only if policies held by FOPCON do not provide the required coverage for FOPCON's Organization Contractors and if such separate FOPCON Organization Contractor insurance coverage is specifically requested in writing by the Park District.

Section 10. Termination. For good cause determined by a vote of the Park District's Board of Commissioners, the Park District (a) may suspend the License for up to 90 days at any time on seven days prior written notice and (b) may terminate the License, this Agreement, or both at any time on 90 days prior written notice. Upon suspension or termination of the License or this Agreement, all uses of the Conservatory and other Parks by FOPCON must be discontinued immediately, except that (a) the Park District may expressly authorize specific continuing uses in writing and (b) FOPCON may continue to use existing storage space for FOPCON materials and property during a reasonable transition period. Termination of the License or this Agreement will not affect any obligations of FOPCON hereunder to repair and restore any damaged Park District property

ATTACHMENT A

AUTHORIZED USES

See Section 4 of the Agreement for the definition of "Authorized Uses." See next page for a list of specific Authorized Uses.

Authorized Uses

The Park District of Oak Park will allow use of the Conservatory at 615 Garfield for these or similar activities, as approved by the Director of Horticulture.

Annual Events produced by FOPCON

- Fund-Raising, Community-Building or Donor or Volunteer/Membership Events produced by FOPCON.
- Annual Plant Sale held in early May.
- Greenhouse bench space and Park District Staff for the growing of plants for the Annual Plant Sale
- Free community Spring open house called KidsFest
- Free community Spring and Fall Perennial Plant Exchange
- Annual Garden Walk held in collaboration with the Oak Park/River Forest Garden Club.
- Summer event series known as Uncorked.
- Volunteer and member, and donor appreciation events

Educational Programs produced by FOPCON

- Docent-led tours and educational activities
- Fopcon Member & Public Lectures
- Toddler Exploration Time (TET)
- Discovery Garden Exploration Time (DiGET)
- Exploration Kits
- Exploration Station Activities
- Outreach activities with schools and other community organizations

Meetings

- Rubinstein Room for monthly FOPCON Board Meetings
- Meeting space for committee and volunteer groups
- Annual members meeting in June

Office and Storage Space

- One dedicated office located in the Conservatory's main corridor
- Storage room adjacent to Conservatory boiler room
- Storage area in the Rubinstein Room kitchen

Other Services and sites

- Ability to post organizational banners at Park District sites with approval from Communication and Community Engagement Manager
- One free rental space of another Park District property for Fund-Raising, Community-Building, Donor or Volunteer/Membership Events annually. FOPCON will pay direct staff expense.
- Limited publicity in Park District's seasonal program guide, website, and through the Park District's social media outlets.
- Marketing support for any Park District/FOPCON joint fundraising events held off site of Park District Property.
- Use of copier/printer located in the Conservatory with payment of ½ of the lease cost, subject to renegotiation prior to any increase in the total lease cost. FOPCON will be notified by the Park District 120 days prior to the end of the copier contract to review future needs.
- Use of Park District's Criminal Background Check program with payment of 50% of the CBC cost

ATTACHMENT B

PARK DISTRICT OF OAK PARK PARTNERSHIP AND LICENSE AGREEMENT WITH THE FRIENDS OF THE OAK PARK CONSERVATORY

SPECIFIC TERMS OF AGREEMENT

Paragraph 1. Retained Rights of Park District.

The Park District shall retain and have all rights to use and occupy all Park District property. However, the Park District shall not unreasonably interfere with FOPCON's use and occupancy of the Park District property in accordance with the Partnership and License Agreement.

Paragraph 2. Property Restoration.

If any property of the Park District is damaged in any way by activities related to the Authorized Use or by FOPCON or any agent or invitee of FOPCON, then FOPCON shall repair such damage and restore the damaged property to a condition at least as good as before the damage occurred. Such repair and restoration shall be completed within 30 days after the damage occurs. Repair and restoration shall include, at a minimum, (a) restoration of any and all fences, trails, paths, pavement, plantings, landscaping, or improvements that are damaged, replacement of all sod damaged or removed with sod of like quality, and (c) the immediate removal and proper disposal of all waste generated by or in connection with the Authorized Use.

Paragraph 3. Bond.

If a bond is required by the Partnership and License Agreement, then FOPCON shall deposit with the Park District, prior to the commencement of the Authorized Use, a bond in the form and amount set forth in the Partnership and License Agreement (the "Bond") as a guarantee that FOPCON shall comply with all conditions of the Partnership and License Agreement, including without limitation repair and restoration of Park District property. The Park District shall refund the amount of the Bond to FOPCON after the Park District has determined that FOPCON has fulfilled all of its duties pursuant to the Partnership and License Agreement. If the Park District determines that FOPCON has failed to fulfill its duties to complete repair and restoration, then the Park District may deduct any amount necessary, including the entire amount of the Bond, to pay for repairs and restoration. If the costs to repair and restore damaged property exceeds the amount of the Bond, then FOPCON shall pay all such excess costs incurred by the Park District to restore its property and shall be liable for all costs, including attorney's fees and interest incurred by the Park District in the recovery of any such amount.

Paragraph 4. Conditions at Park District Property.

If at any time during the term of this Partnership and License Agreement FOPCON becomes aware of any perceived hazard or danger in or near any Park District property, then FOPCON shall immediately inform the Park District of such hazard or danger. The Park District reserves the right to close any Park District property for use by FOPCON and the public at any time that the Park District becomes aware of a danger or hazard.

Paragraph 5. Alcoholic Liquors.

FOPCON may conduct events at the Conservatory that include the service of alcoholic liquor, so long as the alcohol liquor is served by a licensed bartender who has a Village of Oak Park liquor license, BASSET or TIPS training, and liquor liability insurance with a limit not less than \$1,000,000. Otherwise, the sale, distribution, possession, or use of alcohol within or on any Park District property by any person is strictly prohibited.

Paragraph 6. Supervision and Security.

FOPCON shall be solely responsible for the supervision of the Authorized Use. FOPCON shall be required to provide and bear the sole cost of any security deemed reasonably necessary by the Park District at any time. The Park District shall have no responsibility to supervise, perform, or provide security for any matter related to the Authorized Use.

Paragraph 7. FOPCON's Organization Contractors.

If FOPCON hires or retains any contractor or agent (an "*Organization Contractor*") in connection with the Authorized Use, then the acts and omissions of any organization Contractor (or any contractor or agent retained by an Organization Contractor) shall be deemed to be the acts and omissions of FOPCON. The Park District shall have no liability for any contract or agreement created by FOPCON with any Organization Contractor.

Paragraph 8. Indemnification, Waiver, and Insurance.

A. Indemnification of Park District. As a condition of the rights granted to it by this Partnership and License Agreement, FOPCON shall, through counsel approved by the Park District and to the fullest extent permitted by law, hold harmless, indemnify, and defend the Park District and its commissioners, officers, agents, attorneys, employees, contractors, successors, and assigns from and against any and all losses, expenses, claims, costs, causes, actions, litigation costs, attorney fees, suits, and damages relating to personal or bodily injuries, death, or damages or injuries to property arising from, occurring, growing out of, incident to, relating to, or resulting directly or indirectly from the grant of the License or the use of any Park District property by FOPCON, its employees, agents, and invitees or Organization Contractors (the "*Indemnification Claims*"). FOPCON shall notify the Park District of any Indemnification Claims or potential Indemnification Claims against the Park District of which FOPCON becomes aware promptly and in no event more than 30 days after becoming aware of such Indemnification Claims. (See Subsection C of this Section below related to insurance requirements and limitation of indemnification related thereto.).

B. General Waiver of Claims against Park District. As a condition of the rights granted to it by the Partnership and License Agreement, FOPCON waives, to the fullest extent permitted by law, any and all losses, expenses, claims, costs, causes, actions, litigation costs, attorney fees, suits, and damages relating to personal or bodily injuries, death, or damages, or injuries to property arising from, occurring, growing out of, incident to, relating to, or resulting directly or indirectly from the grant of the License or any use of any Park District property by FOPCON, its employees, agents, and invitees or any Organization Contractor (the "*Waiver Claims*"), including without limitation Waiver Claims arising from the Park District's alleged negligence or fault.

C. Insurance. FOPCON is required under Section 6 of the Partnership and License Agreement to provide certain insurance. Contemporaneous with FOPCON's execution of the Partnership and License Agreement, FOPCON shall provide certificates and policies of insurance, with coverage and limits as required by Section 6, including naming the Park District as an additional insured on all such policies. For good cause shown, the Park District may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Park District may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to the Park District. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Park District, FOPCON, at all times during the term of this Partnership and License Agreement, shall maintain and keep in force, at FOPCON's expense, the insurance coverage provided above.

If, but only if, FOPCON complies fully with the insurance requirements of this Subsection C, then the indemnification requirement of Subsection A of this Paragraph 8 shall be limited to the coverage limit set in the insurance policy or policies.

D. Reporting to Park District. FOPCON shall promptly report any incident causing injury to a person or damage to property to the District.

Paragraph 9. Compliance with Laws and Policies.

FOPCON shall use Park District property only in compliance with all applicable federal, State of Illinois, Village of Oak Park, and Park District laws, statutes, ordinances, rules, regulations and policies.

Paragraph 10. No Property Rights.

FOPCON acknowledges that all property authorized for use by the Partnership and License Agreement is the property of the Park District and that the Partnership and License Agreement creates contractual rights only and does not create an easement, a leasehold, or other real property rights. FOPCON further acknowledges that no prescriptive rights have arisen prior to the date of the Partnership and License Agreement nor shall any prescriptive rights be deemed to arise out of the Partnership and License Agreement.

Paragraph 11. Park District Assistance: Joint Relationship

A. District Assistance. The Park District, in its discretion, may provide staff, financial, and other assistance to FOPCON, including such things, for example, as providing facilities and meeting rooms and naming FOPCON as an additional insured on a Park District insurance policy. The Park District is under no obligation to provide such assistance to FOPCON. Specific assistance to be provided by the Park District, if any, shall be included in the Partnership and License Agreement.

B. Joint Relationship. The Park District and FOPCON may have determined to engage jointly in mutually beneficial activities and services. All of those activities and services, if any, shall be included in the Partnership and License Agreement.

Paragraph 12. General Provisions.

A. Relationship of the Parties. Except only as specifically provided in the Partnership and License Agreement, nothing in, or done pursuant to, the Partnership and License Agreement shall be construed to create the relationship of principal and agent; employer and employee, partnership or joint venture between the Park District and FOPCON or any other entity.

B. Sexual Harassment Policy. FOPCON certifies that it has a written sexual harassment policy in full compliance with 775 ILCS 5/2-105(A)(4).

C. Non-Discrimination. In all hiring or employment by FOPCON pursuant to the Partnership and License Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. FOPCON agrees that no person shall be denied, or subjected to discrimination in receipt of, the benefit of any services or activities made possible by, or resulting from, the Partnership and License Agreement.

D. No Obligation. The Parties acknowledge and agree that the Park District is under no obligation under the Partnership and License Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with FOPCON,

E. Amendment. No amendment, modification, addition, deletion, revision, alteration, or other change to the Partnership and License Agreement shall be effective unless and until such change is reduced to writing and approved by the necessary authorities and representatives of the Park District and FOPCON.

F. Governing Laws. The Partnership and License Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

G. Entire Agreement. The Partnership and License Agreement and these Specific Terms of Agreement constitute the entire agreement between the parties and supersede any and all previous or contemporaneous oral or written agreements and negotiations between the Park District and FOPCON.

H. Waiver. No waiver of any provision of the Partnership and License Agreement shall be deemed to or constitute a waiver of any other provision of the Partnership and License Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute continuing waiver unless otherwise expressly provided in the Partnership and License Agreement.

I. Assignment. FOPCON may not assign its rights or delegate its duties under the Partnership and License Agreement without the prior express written consent of the Park District.

or to reimburse the Park District for any such damage or any indemnity for which FOPCON is responsible under this Agreement.

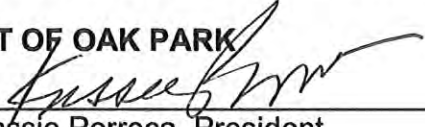
Section 11. Notices. All notices and communications required or permitted to be given under this Agreement must be in writing and may be delivered by hand or sent via the U.S. Postal Service or a recognized commercial courier, in each case to the receiving Party's address as set forth below or as changed from time to time hereafter by a notice given in accordance with the provisions of this Section. A notice or communication will be deemed given on the earlier of (i) the date actually received by the addressee or the next business day after the scheduled delivery date if sent by commercial courier, or the third business day after deposit with the U.S. Postal service, properly addressed and first class or certified postage prepaid. The addresses for notices and communications to the Park District and FOPCON are as follows:

<u>If to the Park District:</u>	<u>If to FOPCON:</u>
Park District of Oak Park	Friends of the Oak Park Conservatory
218 Madison Street	P.O. Box 1096
Oak Park, Illinois 60302	Oak Park, Illinois 60304
Attn: Executive Director	Attn: Board President
Facsimile: 708.383.5702	Copy to: Board Vice President

Section 12. Authorization. Each person signing this Agreement represents and warrants that he or she is authorized to sign this Agreement on behalf of and to legally bind the Party indicated above his or her name.

WHEREFORE, the Park District and the Friends of the Oak Park Conservatory execute this Agreement as of the date first set forth above.

PARK DISTRICT OF OAK PARK


By: 
Kassie Porreca, President

Date: _____

Attest: 
By: _____
Christopher Wollmuth, Secretary

Date: 4/23/22

FRIENDS OF THE OAK PARK CONSERVATORY

By: 
Sue Boyer, President

Date: 4/20/2022

By: 
Rebecca Callahan, Treasurer

Date: 4/19/2022



Oak Park Youth Baseball Softball (OPYBS)

Park District of Oak Park

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

PARK DISTRICT OF OAK PARK

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 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
- 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, its 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.

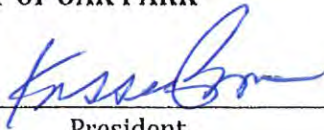
X. Specific Terms of Agreement

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:

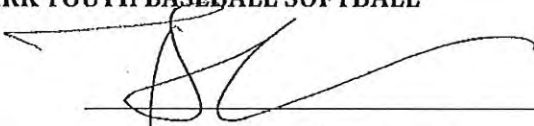

President

Date:

12/29/22

OAK PARK YOUTH BASEBALL SOFTBALL

By:



Printed name:

Brian Endless

Title:

President

Date:

11/28/22



Oak Park AYSO

Park District of Oak Park

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

PARK DISTRICT OF OAK PARK

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 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

- 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:



President

Date:

12/19/22

OAK PARK AYSO

By:



Date: 11/14/22

Printed name: Thomas Howe

Title:

Regional Commissioner



Chicago Edge

Park District of Oak Park

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

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 PACT (Partner, Associate, Companion, Tenant) for the efficient, cost-effective, fair allocation and scheduling of 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 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

- 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, its 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 or 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:

12/19/22

CHICAGO EDGE SC

By:

Lou Lombardo

Date:

11/9/22

Printed name:

Lou Lombardo

Title:

President



OPRF Alliance

Park District of Oak Park

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

PARK DISTRICT OF OAK PARK

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 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
- 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:

12/19/22

OPRF ALLIANCE

By:

Date:

Printed name:

Title:



OPRF Hockey Club

Park District of Oak Park

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

PARK DISTRICT OF OAK PARK

FACILITIES USE LICENSE AGREEMENT WITH OPRFHS HOCKEY CLUB ORGANIZATION

This Facilities Use License Agreement ("*License Agreement*") is entered into between the Park District of Oak Park (the "*Park District*") OPRFHS Hockey Club (the "*HOCKEY CLUB*");

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

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

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

I. Grant of License for Authorized Use

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

Classification:	Companion
Approved Facilities:	Park District managed facilities & athletic fields
Nature of use:	Practices, 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 HOCKEY CLUB, 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 HOCKEY CLUB of any of its obligations hereunder that has not been cured within 30 days after the Park District gives written notice to HOCKEY CLUB of the noncompliance. On termination of the License, all use of the Approved Facilities by the HOCKEY CLUB must be discontinued immediately. The termination of the License will not terminate the duties and responsibilities of the HOCKEY CLUB 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

HOCKEY CLUB's number of participants x 3 equals the number of hours that HOCKEY CLUB is eligible. HOCKEY CLUB 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 HOCKEY CLUB 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 HOCKEY CLUB 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 HOCKEY CLUB of its duty to pay for their permitted hours.

IV. Bond

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

V. Insurance

During the License Term, the HOCKEY CLUB 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. HOCKEY CLUB represents and warrants it uses no owned vehicles in connection with its utilization of the Parks. If HOCKEY CLUB at any time uses a vehicle in connection with its use of the Approved Facilities, then HOCKEY CLUB 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 HOCKEY CLUB 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 HOCKEY CLUB using Park District Facilities, that coach/volunteer must undergo a Criminal Background Check ("CBC"). The failure of the HOCKEY CLUB to comply with the provisions of this Subsection VI may disqualify the HOCKEY CLUB from

engaging in the Authorized Use. A CBC must be completed for a coach/volunteer every two years. The HOCKEY CLUB 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 HOCKEY CLUB using any Park District Facilities until a CBC has been completed and cleared for that coach/volunteer.

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

B. Background Checks Conducted through the Park District Background Check System. If HOCKEY CLUB 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 to fill out the form. HOCKEY CLUB 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 HOCKEY CLUB. HOCKEY CLUB 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 HOCKEY CLUB:

- A staff member or elected official to serve as a liaison to the HOCKEY CLUB and who will endeavor to attend HOCKEY CLUB 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.

VIII. HOCKEY CLUB Additional Responsibilities

The HOCKEY CLUB 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
- 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. HOCKEY CLUB 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 HOCKEY CLUB from incurring any expense for or in the name of the Park District.
- Forbid everyone within the HOCKEY CLUB 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.
- HOCKEY CLUB 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. HOCKEY CLUB 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.
- HOCKEY CLUB 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 HOCKEY CLUB, including HOCKEY CLUB'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.
- HOCKEY CLUB is responsible for conveying to their coaches/volunteers/players regarding severe weather conditions.
- HOCKEY CLUB 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 HOCKEY CLUB's permits, all permits that HOCKEY CLUB 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 HOCKEY CLUB 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

HOCKEY CLUB 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. HOCKEY CLUB 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 HOCKEY CLUB have caused this License Agreement to be executed by authorized representatives.

PARK DISTRICT OF OAK PARK

By:



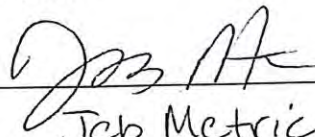
President

Date:

12/19/22

OPRFHS HOCKEY CLUB

By:



Printed name: Job Metric

Date:

12/12/2022

Printed name:

Title:

President



OPRF Youth Ultimate

Park District of Oak Park

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

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 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
- 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.

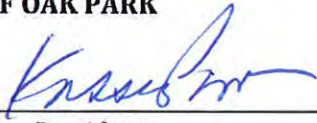
X. Specific Terms of Agreement

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:

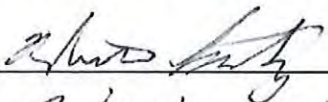

President

Date:

12/19/22

OAK PARK RIVER FOREST YOUTH ULTIMATE

By:


Printed name: Robert Spatz

Date:

11/21/2022

Title:

Treasurer



OPRF Youth Football

Park District of Oak Park

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

PARK DISTRICT OF OAK PARK

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 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

- 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 or 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.

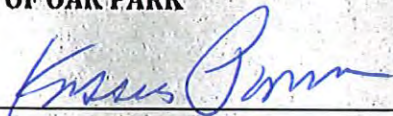
X. Specific Terms of Agreement

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:

12/19/22

OAK PARK RIVER FOREST YOUTH FOOTBALL

By:



Date:

12-5-2022

Printed name:

Travis Williams

Title:

Board Member



OPRF Pony Baseball

Park District of Oak Park

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

PARK DISTRICT OF OAK PARK

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 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

- 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.

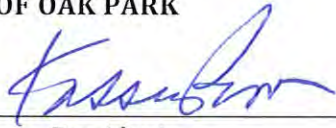
X. Specific Terms of Agreement

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:



12/13/22

OPRF PONY BASEBALL

By:



Bill Pantazopoulos

Date: November 8, 2022

Printed name: Bill Pantazopoulos

Title: Chairman



East Avenue Lacrosse

Park District of Oak Park

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

PARK DISTRICT OF OAK PARK

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 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
- 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.

- 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 EAL 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

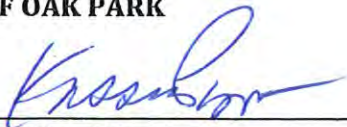
EAL will comply with The Park District's Greening Advisory Committee Carry In/Carry Out Program to reduce trash, keep parks clean, increase environmental awareness and stewardship. EAL will carry out what they carry in to the Facilities.

X. Specific Terms of Agreement

This Agreement includes the Specific Terms of Agreement.


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

PARK DISTRICT OF OAK PARK

By: 
President

Date: 12/19/22

EAST AVE LACROSSE

By: 

Date: 11/7/22

Printed name: DANIEL APPLEBAUM

Title: Director