



# PARK DISTRICT of OAK PARK

**PARK DISTRICT OF OAK PARK**  
**Committee of the Whole Meeting**  
**Community Recreation Center**  
**229 Madison Street, Oak Park, Illinois 60302**

**Thursday, December 5, 2024, 7:30pm**

## **AGENDA**

**I. Call to Order/Roll Call**

**II. Public Comment**

*Each person is limited to three minutes. The Board sets a limit of 30 minutes for public comments.*

**III. Parks and Planning Committee – Commissioner Worley-Hood**

A. Field Park Master Plan Update

**IV. Administration and Finance Committee – Commissioner Wick**

A. 2025 Board Action Calendar\*

B. Letter to WSSRA of Appointment of Representatives\*

C. Bi-Annual Review of Closed Session Minutes\*

D. PACT Agreements\*

E. OPPL IGA for PDOP Passes Reservations (Cubhouse / Ice Rink / Pool) Update\*

F. SEIU Contract Update

**V. Recreation and Facility Program Committee – Commissioner Lentz**

**VI. New Business**

**VII. Closed Session**

**VIII. Adjournment**

\* Indicates information attached.

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

Update/Presentation indicates verbal report provided at meeting no materials attached.

The Park District of Oak Park welcomes the opportunity to assist residents and visitors with disabilities. If you need special accommodations for this meeting, please call (708) 725-2017 or via email at [Edith.Wood@pdop.org](mailto:Edith.Wood@pdop.org).

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



# **2025 Board Action Calendar**

**Park District of Oak Park**

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



**January**

- All **C** IPRA Conference - January 23-25, 2025
- Jan/Chris **CB** Field Center Contract Approval (2025)
- Mitch **C** Decennial Committees on Local Government Efficiency Act (2033)
- Mitch **C** 2024 Tax Year Levy - Abatement Resolution for 2024 Levy Adjustment
- Maureen **C** PACT Facility Use Agreement for Festival Theatre (2025)
- Maureen/Mitch **C** Bus Lease Agreement (2029)
- Ann Marie **C** Community Survey Results Presentation (2029)
- Jan **C** 2025 IAPD/IPRA Conference Reminder
- Chris **C** Andersen Park Improvement Contract (2025)
- Mitch/Scott **R** 2024 Program Scholarship and CDM Report
- Mitch **R** 2024 Performance Measures Year in Review
- Chris/Jan **R** Austin Gardens Master Plan Update

**February**

- Jan **C** 2025 IAPD/IPRA Conference Update
- Maureen **C** Bus Transportation Bid
- Jan **R** 2024 PDOP Annual Report
- Susan **R** Annual Historic Properties Operations Report
- Maureen **R** Annual Recreation Report

**March**

- Jan/Paula **C** Agreement with Service Employees International Union (Expires 2028)
- Chris **C** Field Park Playground Contract
- Patti/FOPCON **C** FOPCON Update
- Patti **C** IPRA Environmental Report Card (2025)
- Patti **C** IPM Policy Update (2028)
- ESAC/Patti **C** Environmental Sustainability Advisory Committee (ESAC) Update
- Jan **R** Executive Director's Annual Performance Review
- WSSRA **R** WSSRA Annual Report Update



**April**

- All ■ April 8 - Park District of Oak Park 112th Birthday
- Jan ■ C D200 IGA - Facilities (2026)
- Mike ■ C Beverage and Snack Vending Services (2026)
- Maureen ■ C Apparel Bid (2025)
- Chris ■ C CRC Solar Update
- Mitch ■ R 2024 Facility Report Card
- Mitch ■ R 2025 Performance Measure 1st Quarter Review
- Jan ■ R Park District Citizen Committee (PDCC) Update
- Jan ■ R Parks Foundation Annual Update

**May**

- Jan ■ Spring Park Tour
- Edith/Jan/Board ■ C Appointment of Board Officers and Board Committees
- Mitch/Attorney ■ C Review of Ethics Ordinance
- Jan ■ C D97 Sports Fields Maintenance IGA (2029)
- Maureen ■ C Collaboration for Early Childhood Agreement (2025)
- Chris/Jan ■ R Maple Master Plan Update
- Jan ■ R IAPD Legislative Day Update

**June**

- Jan ■ Board Retreat - June 17, 2025
- Jan/Mitch ■ C Austin Trust Update
- Mitch ■ C 2024 Audit Report Presentation
- Mitch ■ C PDOP Fixed Asset Review
- Edith/Jan ■ C Bi-Annual Review of Executive Session Minutes
- Chris ■ C Fleet Services & Fuel IGAs with VOP (2029)
- Maureen ■ C CRC Teen Afterschool Partnership with Triton College IGA (2025)
- Paula/Jan ■ C Compensation Study (2028)
- Mitch/Jan ■ C 2026 Budget Timeline/Guidelines
- Chris/Jan ■ R Cheney Master Plan Update
- Chris ■ R PlanItGreen Update (2027)
- Jan ■ R Community Mental Health Board (CMHB) Update



**July (No COW Meeting)**

- Jan* **R** OSLAD Resolution - Project TBD
- Mitch* **R** Capital Improvement Plan (CIP) Update
- Mitch* **R** 2025 Performance Measure 2nd Quarter Review

**August (No COW Meeting)**

- Jan* **R** OSLAD Resolution Approval - Project TBD

**September**

- Jan*  NRPA Conference - September 16-18, 2025 (Orlando, FL)
- Jan/Edith* **C** Community Service Award–Nominations Gathered
- Jan/Edith* **C** Elected Officials BBQ Update
- Mitch* **C** Draft 2025 Tax Levy
- Jan* **C** Board of Commissioners General Practices Manual Update
- Jan* **C** PDOP/D200 IGA Agreement for RCRC (2047)
- Chris* **R** Festival Theater Update
- Chris* **R** OPYB/S Update
- Chris* **R** AYSO Update

**October**

- Jan*  IAPD Legal Symposium - Date TBD
- Mitch* **B** Draft Budget Document Delivered
- Mitch/Jan* **B** Budget Session Meeting #1 - Oct. 2, 2025 (after COW)
- Mitch/Jan* **B** Budget Session Meeting #2 - Oct. 9, 2025
- Mitch* **B** Budget & Appropriation Ordinance (release for public inspection) - Oct. 10
- Mitch* **C** Copier Agreement (2025)
- Mitch* **C** Audit Engagement Letter (2025)
- Edith* **C** 2025 Committee & Board Meeting Calendar
- Mitch* **R** 2025 Performance Measure 3rd Quarter Review



**November**

- Jan* ■ Fall Park Tour
- Mitch* ■ Turth in Taxation Act Hearing - During COW
- Mitch* ■ Budget & Appropriation Hearing - During Regular Board Meeting
- Mitch* ■ Working Budget - Departmental Goals 2026
- Mitch* ■ 2025 Tax Levy Ordinance
- Mitch* ■ 2026 Budget and Appropriation Ordinance
- Jan* ■ D97 IGA - Facilities (2028)
- Edith* ■ Credentials Certificate for the IAPD Annual Meeting
- Paula* ■ Personnel Policy Manual Update
- Jan* ■ Administrative and Board Policy Manual Update
- Paula/Joe* ■ Safety Manual Update
- Jan* ■ Crisis Management Plan Update
- Mitch* ■ 2025 Tax Year Levy - Abatement Ordinances for 2019 & 2020 Bonds
- Chris* ■ Tree Pruning & Removal Contract (2026)
- Jan/Mitch* ■ Managed IT Contract (2026)
- Jan/Board Pres.* ■ Annual Review of Park District Attorney
- Mitch* ■ 2025 Parks Report Card
- Board/Jan* ■ Community Service Awards Presented

**December**

- Jan/Edith* ■ Update Board Action Calendar
- Jan/Edith* ■ Letter to WSSRA of Appointment of Representatives
- Maureen* ■ PACT Agreements
- Jan* ■ Comprehensive Strategic Master Plan (2029)
- Edith* ■ Bi-Annual Review of Executive Session Minutes
- Patti/Jan* ■ FOPCON Agreement (2025)
- Ann Marie* ■ Program Guide Bid (2025)
- Chris* ■ District Cleaning Contract (2025)
- Maureen* ■ Senior Citizens Center of Oak Park & River Forest (SCCOPRF) Update
- Chris* ■ PDOP Climate Action Plan Update
- Chris/Jan* ■ Barrie Master Plan Update



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

**Park District of Oak Park**

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



# PARK DISTRICT of OAK PARK

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

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

Dear WSSRA Executive Director:

At the December 19, 2024, Regular Board Meeting, the governing board of the Park District of Oak Park made the following appointments to the WSSRA Board of Directors.

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

Alternate: Jake Worley-Hood, Park Board Commissioner  
PDOP, 218 Madison St., Oak Park, IL 60302  
312-961-6006 cell  
[Jake.Worley-Hood@pdop.org](mailto:Jake.Worley-Hood@pdop.org)

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

In accordance with the Amended and Restated Articles of Agreement of WSSRA, these appointments are effective for a period of one year, until **December 31, 2025**.

Sincerely,

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Kassie Porreca  
President of the Park District Board of Commissioners







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

**Park District of Oak Park**

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

# Memo

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

**From:** Jan Arnold, Executive Director

**Date:** November 27, 2024

**Re:** Bi-Annual Review of Closed Session Minutes



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## Statement

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

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

## Discussion

The Board Secretary, Executive Director, and General Counsel have reviewed the closed session minutes previously not released for August 21, 2014, September 25, 2014, and new closed session minutes since the last review for June 18, 2024, August 15, 2024, and September 19, 2024. They have determined that the need for confidentiality still exists for the minutes of August 21, 2014, and September 25, 2014, as well as the new closed minutes from June 18, 2024, August 15, 2024, and September 19, 2024. Each of the Commissioners may review all of the closed session minutes and pass along their comments about confidentiality by December 12, 2024. I will assume that a commissioner who does not contact me has agreed with the determination of the Board Secretary, myself, and General Counsel.

## Recommendation

Staff recommends that the Park Board continue to hold the identified closed session minutes.



## **PACT Agreements**

# Memo

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

**From:** Chris Lindgren, Deputy Director of Properties and Planning

**CC:** Jan Arnold, Executive Director

**Date:** November 27, 2024

**Re:** PACT Facility Use License Agreements for 2025



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## Statement

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

## Discussion

All 2025 PACT applications received have been processed, and each organization has been contacted with their designated placement level based on PACT program compliance criteria. Organizations classified at the Partner, Associate and Companion levels have been provided their Facility Use License Agreements for execution. Tenant level Organizations are not required to enter into a Facility Use License Agreement but instead receive a rental discount off normal rates for the year. Facility Use License Agreements are designed to outline the responsibilities, requirements, privileges and expectations of both the PACT participating organization and the Park District. All organizations were notified that agreements are being placed before the Board for review in December. Some organizations have provided executed agreements, others are still in the process of review and discussion, and one has been denied entry as a result of their inability to meet core compliance criteria. Please see the following information which identifies the organizations that applied and are eligible for the PACT program along with their placement level and status.

In packet:

<u>PACT Organization</u>	<u>Level</u>
Fenwick High School	Partner
SEOPCO	Partner
Troop 20	Partner
Ascension	Partner
St. Giles	Partner
Windmills	Tenant

Not in packet (the organizations below have current/active agreements):

<u>PACT Organization</u>	<u>Level</u>
AYSO	Associate
OPYBS	Associate
Chicago Edge	Companion
East Ave Lacrosse	Companion
OPRF Alliance	Companion
OPRFYU	Companion
OPRFYF	Companion

## **Recommendation**

Staff recommend that the Board approve all the PACT Facility Use License Agreements provided and fully executed.

*Attached: 2025 PACT Agreements*

# PARK DISTRICT OF OAK PARK

## FACILITY USE LICENSE AGREEMENT WITH FENWICK HIGH SCHOOL

THIS AGREEMENT (the "*Agreement*") is made and entered into as of January 1, 2025 (the "*Effective Date*") between the Park District of Oak Park, an Illinois park district, (the "*Park District*") and Fenwick High School ("*Fenwick*");

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

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

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

### SECTION 1. SHARED FACILITIES AND SERVICES

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

### SECTION 2. USE OF SHARED FACILITIES

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

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

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

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

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

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

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

G. Reasonable Care. Each time a guest party uses a Shared Facility, the guest party will take reasonable care to prevent damage to, or unusual wear and tear to, that facility, including without limitation damage or unusual wear and tear to turf, materials, and equipment.

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

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

### **SECTION 3. GENERAL LIABILITY INSURANCE**

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

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

C. Certificates of Insurance; Notice. Each party will furnish to the other party certificates or other suitable evidence of the insurance and coverage in place as required in this Section, including the requirement of a 30-day notice of any cancellation or any reduction in limits.

#### SECTION 4. INDEMNITY

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

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

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

#### SECTION 5. GENERAL PROVISIONS

A. Term. This Agreement is a term commencing on the Effective Date and expiring on December 31, 2025 (the “Term”). The parties may extend the Term of this Agreement one or more time for a total length of time not exceeding two additional years by signing a written determination to do so at any time before the expiration of the current Term.

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

C. Termination. Either party may terminate this Agreement on 120 days written notice to the other party, except that this Agreement may not be terminated in a manner that unreasonably interferes with the completion of a program of finite a term within a Shared



Facility and, if necessary, the term of this Agreement as it applies to that Shared Facility will be extended to accommodate the conclusion of that program.

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

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

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

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

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

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

**Park District of Oak Park**

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

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

**Fenwick High School**

By: Scott Thies  
Printed name: Scott Thies  
Title: Athletic Director

Date: 10/15/24

**APPENDIX A**  
**SHARED FACILITIES**  
**AND SUPPORTING SERVICES**

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

**Baseball Field:** Spring Requests taken in December and final schedule in February

**Tennis Courts:** Spring/Summer Requests taken in December and final schedule in February  
Fall Requests taken in April and final schedule in June

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

Fenwick will:

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

The Park District will:

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

## **Fenwick Facilities**

### **Dan O'Brien Natatorium:**

September – February, Sunday mornings for four hours.

May – 2 weekend days for eight hours

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

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

#### Fenwick will:

- Allow PDOP to post information with the desk / facility attendants and main entrances to the school building announcing any schedule changes.
- Provide AED and communication equipment for emergency use.
- Inform PDOP of a scheduling conflict at least 48 hours in advance or upon occurrence if Natatorium is functioning outside of norm, e.g. school boilers down, no heat on pool deck.
- Ensure proper chemistry and water quality of the Natatorium
- Priority for PDOP use will be accommodated just as PDOP does for Fenwick on PDOP property.
- Provide a liaison to work with the PDOP Dance Coordinator
- Have the Auditorium Stage cleared and ready for PDOP

#### The Park District will:

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

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

THIS AGREEMENT (“*Agreement*”) is made and entered into as of January 1, 2025, (“*Effective Date*”) between the Park District of Oak Park, an Illinois Park District, (“*Park District*”) and South East Oak Park Community Organization (“*SEOPCO*”)

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

WHEREAS, SEOPCO and the Park District desire to exchange volunteer services from SEOPCO for full use of Barrie Park (“*Barrie*”) from the Park District for one Saturday in September.

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

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

The Park District will allow SEOPCO to use Barrie as stated in Appendix A and SEOPCO will provide volunteer support services to the Park District as stated in Appendix A (“*Volunteer Support Services*”). The Park District and SEOPCO may modify the Approved Use of Barrie and the Volunteer Support Services from time to time in writing, without formal amendment of this Agreement.

**Section 2. Cancellation Policy**

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

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

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

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

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

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

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

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

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

SEOPCO will indemnify the Park District and its officers, officials, volunteers, employees, and agents from any and all liability, damage, cost, expense, cause of action, suits, claims, or judgments resulting from injury to person or property of others on a PD Facility that arises out of any act or omission of SEOPCO, including its staff, officials, volunteers, agents, invitees, guests, and patrons. The Park District agrees that, in the event any claim is asserted or any action brought to recover any such damage, the Park District will give prompt notice thereof in writing to SEOPCO and will cooperate in the investigation and defense of any such claim or action.

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

A. Term. This Agreement is for a term commencing on the Effective Date and expiring on December 31, 2025 (“*Term*”).

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

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

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

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

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


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

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

**Park District of Oak Park**

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

**South East Oak Park Community Organization**

By:  \_\_\_\_\_  
Printed name: Jim Peter  
Title: Co-President

Date: 11/5/24

## APPENDIX A

### BARRIE PARK AND VOLUNTEER SUPPORT SERVICES

#### SEOPCO Use of Barrie Park

*Full use of Barrie Park to conduct BarrieFest on Saturday, September 6, 2025 between the hours of 9:00AM and 6:00PM.*

The Park District will:

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

SEOPCO will:

- Assure that an adult coordinator is declared and available to the Park District and on-site for the duration of the event
- Leave entire site and center in the same condition as found.
- Assure that any cancellation of use or significant schedule change is communicated in advance of use.
- Provide no fewer than two (2) volunteers, to be present from two (2) hours prior to the event until one (1) hour after its completion.
- Provide adult supervision throughout the entire duration of the event.
- Provide publicity for Park District classes and events on SEOPCO's website.
- A minimum of 2 volunteers will supervise each bouncy house during all hours of operation.
- Bounce house will be provided by a professional supplier and will follow all safety guidelines.
- The Park District will need to be named additionally insured for \$2 million aggregate by the bounce house contractor.
- All food vendors or any group charging fees for services and goods may not set up in the park – they must be on the street.
- The Park District will be listed on all marketing materials as a sponsor.
- Assure that all Park District of Oak Park Rules are followed by participants.

See website for more information:  
[https://pdop.org/wp-content/uploads/2022/04/ordinance\\_web.pdf](https://pdop.org/wp-content/uploads/2022/04/ordinance_web.pdf)

**A PARTNERSHIP AGREEMENT BETWEEN  
THE PARK DISTRICT OF OAK PARK  
AND TROOP 20**

THIS AGREEMENT (“*Agreement*”) is made and entered into as of January 1, 2025, (the “*Effective Date*”) and ending December 31, 2025 (the “*End Date*”) between the Park District of Oak Park, (“PDOP”) and Troop 20 (“*Troop 20*”); and

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

WHEREAS, PDOP and Troop 20 desire to exchange facilities use from the PDOP and volunteer services from Troop 20;

NOW, THEREFORE, the PDOP and Troop 20 agree as follows:

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

The PDOP will allow Troop 20 to use a Park District Facility Room at certain times, as stated in Appendix A, and Troop 20 will provide volunteer support services to the PDOP as stated in Appendix A.

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

A. Compliance with Policies, Ordinances, and Procedures. Troop 20 and its staff must comply with all applicable PDOP Rules and Regulations when using a PDOP Facility.

B. Park District Facility Setup. Troop 20 is required to set up the Facility for their meetings which includes clean-up. The PDOP will provide for normal maintenance and custodial services.

C. Carry-In Carry-Out. Troop 20 must communicate to their participants regarding Carry-In Carry-Out program to reduce waste in the parks.

D. Reasonable Care. Troop 20 must take reasonable care to prevent damage to, or unusual wear and tear to PDOP Facilities including furnishings, and equipment. Troop 20 will be responsible for the repair of any damage or unusual wear and tear to a PDOP Facility.

**Section 3. Background Checks**

Prior to the commencement of the Approved Use, Troop 20 must complete a criminal background check on all volunteers before that volunteer participates with



Troop 20 at a PDOP Facility. Troop 20 will provide an affidavit stating that Criminal Background Checks have been completed on all Troop 20 volunteers. The failure of Troop 20 to comply with the provisions of this Subsection A may disqualify Troop 20 from engaging in the Authorized Use.

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

TROOP 20 must provide standard insurance coverage for its activities. The Park District will maintain its standard property and casualty insurance coverage.

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

Troop 20 will indemnify the PDOP and its officers, officials, volunteers, employees, and agents from any and all liability, damage, cost, expense, cause of action, suits, claims, or judgments resulting from injury to person or property of others at a PDOP Facility that arises out of any act or omission of Troop 20, including its staff, officials, volunteers, agents, invitees, guests, and patrons. The PDOP agrees that, in the event any claim is asserted or any action brought to recover any such damage, the PDOP will give prompt notice thereof in writing to Troop 20 and will cooperate in the investigation and defense of any such claim or action.

Troop 20 shall be responsible for and shall pay for any damages to Park District property arising out of the use of the said premises pursuant to the terms of this agreement or otherwise; ordinary wear and tear accepted.

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

A. Term. This Agreement is for a term beginning on January 1, 2025 and ending on December 31, 2025.

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

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

D. Amendments and Modifications. Except as specifically provided in this Agreement for Appendix A, this Agreement may not be amended or modified in any way except in writing and approved and executed by the PDOP and Troop 20.

E. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the PDOP and Troop 20, and nothing in this Agreement is intended to provide any right or benefit of any kind whatsoever to any person or entity other than the PDOP and Troop 20.

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

WHEREFORE, the PDOP and Troop 20 have caused this Agreement to be executed by their duly authorized representatives as of January 1, 2025.

**Park District of Oak Park**

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

**Troop 20**

By: Matthew Mueller Date: 10/27/24  
Printed name: MATTHEW Mueller  
Title: Cub Scoutmaster

## APPENDIX A

### SHARED FACILITIES AND VOLUNTEER SUPPORT SERVICES

The Park District will:

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

Troop 20 will:

- Assure that any cancellation of use or significant schedule changes are communicated in advance of use;
- Leave a facility in the same condition as found;
- Participate in the Carry-In Carry-Out program.
- Provide a minimum of 10 volunteers for the Frank Lloyd Wright race on Sunday, October 19, 2025.
- Distribute flyers, pamphlets or other promotional materials

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

THIS AGREEMENT (the “*Agreement*”) is made and entered into as of January 1, 2025 (the “*Effective Date*”) between the Park District of Oak Park, an Illinois park district, (the “*Park District*”) and Ascension Parish and School of the Catholic Bishop of Chicago, an Illinois corporation (“*Ascension*”);

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

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

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

**SECTION 1. SHARED FACILITIES AND SERVICES**

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

**SECTION 2. USE OF SHARED FACILITIES**

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

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

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

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

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

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

G. Reasonable Care. Each time a guest party uses a Shared Facility, the guest party will take reasonable care to prevent damage to, or unusual wear and tear to, that facility, including without limitation damage or unusual wear and tear to turf, materials, and equipment.

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

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

### SECTION 3. GENERAL LIABILITY INSURANCE

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

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

C. Certificates of Insurance; Notice. Each party will furnish to the other party certificates and endorsements, or other suitable evidence of the insurance and coverage in place as required in this Section, including the requirement of a 30-day notice of any cancellation or any reduction in limits.

## SECTION 4. INDEMNITY

A. Indemnity by Park District. The Park District will indemnify, defend, and save and hold harmless Ascension and its officers, officials, volunteers, employees, and agents from any and all liability, damage, cost, expense, cause of action, suits, claims, or judgments resulting from injury to person or property of others on a Ascension facility that arises out of any act or omission of the Park District, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons occurring or alleged to have occurred in whole or in part in connection with the use of the Shared Facilities or services described herein. Ascension agrees that, in the event any claim is asserted or any action brought to recover any such damage, Ascension will give immediate notice thereof in writing to the Park District and will cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action will be performed and concluded by the Park District, except that Ascension shall approve the terms of the settlement, which approval shall not be unreasonable withheld. Ascension agrees to notify the Park District in writing within five business days and by telephone immediately after Ascension receives any such complaint or claim. The delivery of written notification will include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

B. Indemnity by Ascension. Ascension will indemnify, defend, and save and hold harmless the Park District and its officers, officials, volunteers, employees, and agents from any and all liability, damage, cost, expense, cause of action, suits, claims, or judgments resulting from injury to person or property of others on a Park District facility that arises out of any act or omission of Ascension, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons occurring or alleged to have occurred in whole or in part in connection with the use of the Shared Facilities or services described herein. The Park District agrees that, in the event any claim is asserted or any action brought to recover any such damage, the Park District will give immediate notice thereof in writing to Ascension and will cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action will be performed and concluded by Ascension, except that Ascension shall approve the terms of the settlement, which approval shall not be unreasonable withheld. The Park District agrees to notify Ascension in writing within five business days and by telephone immediately after the Park District receives any such complaint or claim. The delivery of written notification will include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

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

## SECTION 5. GENERAL PROVISIONS

A. Term. This Agreement is a term commencing on the Effective Date and expiring on December 31, 2025 (the “*Term*”). The parties may extend the Term of this Agreement one or more times for a total length of time not exceeding two additional years by signing a written determination to do so at any time before the expiration of the current Term.

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

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

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

Notices and communications shall be addressed and delivered as follows:

If to Ascension:

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

If to the Park District:

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

With copies to:

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

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

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

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

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

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

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

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

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

**Park District of Oak Park**

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

**The Catholic Bishop of Chicago**

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

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



## APPENDIX A

### SHARED FACILITIES AND SUPPORTING SERVICES

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

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

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

**Soccer Field:** Soccer field for school soccer program

Park District will:

- Line fields and provide goals for games
- Attempt to accommodate changes to the identified schedule and dates based upon availability.

Ascension will:

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

#### Ascension School Facilities and Services

Ascension Gymnasium  
TBD

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

Park District will:

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

Ascension will:

- Provide a location to temporarily store sports equipment
- Cover any staffing and associated fees to help Park District patrons gain facility access or to monitor facility
- Attempt to accommodate changes to the identified schedule and dates based upon availability.

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

THIS AGREEMENT (the “*Agreement*”) is made and entered into as of January 1, 2025 (the “*Effective Date*”) between the Park District of Oak Park, an Illinois park district, (the “*Park District*”) and St. Giles Parish and School of the Catholic Bishop of Chicago, an Illinois corporation (“*St. Giles*”);

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

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

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

**SECTION 1. SHARED FACILITIES AND SERVICES**

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

**SECTION 2. USE OF SHARED FACILITIES**

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

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

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

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

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

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

G. Reasonable Care. Each time a guest party uses a Shared Facility, the guest party will take reasonable care to prevent damage to, or unusual wear and tear to, that facility, including without limitation damage or unusual wear and tear to turf, materials, and equipment.

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

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

### SECTION 3. GENERAL LIABILITY INSURANCE

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

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

C. Certificates of Insurance; Notice. Each party will furnish to the other party certificates and endorsements, or other suitable evidence of the insurance and coverage in place as required in this Section, including the requirement of a 30-day notice of any cancellation or any reduction in limits.

## SECTION 4. INDEMNITY

A. Indemnity by Park District. The Park District will indemnify, defend, and save and hold harmless St. Giles and its officers, officials, volunteers, employees, and agents from any and all liability, damage, cost, expense, cause of action, suits, claims, or judgments resulting from injury to person or property of others on a St. Giles facility that arises out of any act or omission of the Park District, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons occurring or alleged to have occurred in whole or in part in connection with the use of the Shared Facilities or services described herein. St. Giles agrees that, in the event any claim is asserted or any action brought to recover any such damage, St. Giles will give immediate notice thereof in writing to the Park District and will cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action will be performed and concluded by the Park District, except that St. Giles shall approve the terms of the settlement, which approval shall not be unreasonable withheld. St. Giles agrees to notify the Park District in writing within five business days and by telephone immediately after St. Giles receives any such complaint or claim. The delivery of written notification will include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

B. Indemnity by St. Giles. St. Giles will indemnify, defend, and save and hold harmless the Park District and its officers, officials, volunteers, employees, and agents from any and all liability, damage, cost, expense, cause of action, suits, claims, or judgments resulting from injury to person or property of others on a Park District facility that arises out of any act or omission of St. Giles, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons occurring or alleged to have occurred in whole or in part in connection with the use of the Shared Facilities or services described herein. The Park District agrees that, in the event any claim is asserted or any action brought to recover any such damage, the Park District will give immediate notice thereof in writing to St. Giles and will cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action will be performed and concluded by St. Giles, except that St. Giles shall approve the terms of the settlement, which approval shall not be unreasonable withheld. The Park District agrees to notify St. Giles in writing within five business days and by telephone immediately after the Park District receives any such complaint or claim. The delivery of written notification will include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

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

## SECTION 5. GENERAL PROVISIONS

A. Term. This Agreement is a term commencing on the Effective Date and expiring on December 31, 2025 (the “*Term*”). The parties may extend the Term of this Agreement one or more times for a total length of time not exceeding two additional years by signing a written determination to do so at any time before the expiration of the current Term.

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

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

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

Notices and communications shall be addressed and delivered as follows:

If to St. Giles:

St. Giles School  
1034 Linden Avenue  
Oak Park, Illinois 60302  
Attn: Principal

If to the Park District:

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

With copies to:

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

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

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

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

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

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

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

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

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

**Park District of Oak Park**

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

**The Catholic Bishop of Chicago**

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

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

## APPENDIX A

### SHARED FACILITIES AND SUPPORTING SERVICES

#### Park District Facilities and Services

##### August – October:

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

##### The Park District will:

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

##### St. Giles will:

- Examine playfield and equipment before use to assure safe conditions.
- Report poor conditions before a field is used.
- Support and communicate to their participants of the Carry In-Carry Out program to reduce waste in the parks.

#### St. Giles Facilities and Services

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

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# PARK DISTRICT OF OAK PARK

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## FACILITIES USE LICENSE AGREEMENT WITH OAK PARK WINDMILLS ORGANIZATION

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

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

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

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

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

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

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

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

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

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

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



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

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

## **III. Pricing**

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

## **IV. Bond**

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

## **V. Insurance**

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

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

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

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

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

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

## **VII. Park District Services**

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

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

## **VIII. WINDMILLS Additional Responsibilities**

The WINDMILLS will comply with the following:

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

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

**IX. Carry In/Carry Out**

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

**X. Specific Terms of Agreement**

This Agreement includes the Specific Terms of Agreement.

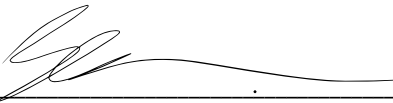
WHEREFORE, the Park District and the WINDMILLS have caused this License Agreement to be executed by authorized representatives.

**PARK DISTRICT OF OAK PARK**

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

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

**OAK PARK WINDMILLS**

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

Date: 10/17/2024

Printed name: Benjamin Stone

Title: Board President



## **OPPL IGA for PDOP Passes Reservations (Cubhouse / Ice Rink / Pool)**

**Park District of Oak Park**

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



# Memo



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

**From:** Ann Marie Buczek, Director of Marketing and  
Community Engagement

**CC:** Jan Arnold, Executive Director

**Date:** December 2, 2024

**Re:** OPPL IGA for PDOP Passes Reservations (Cubhouse / Ice Rink / Pool) Update

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## Statement

The Park District has partnered with the Oak Park Public Library (OPPL) to offer free, weeklong passes for OPPL cardholders to access the following facilities: Rehm or Ridgeland pool, Cubhouse Indoor Playground, or Paul Hruby Ice Arena.

## Discussion

To provide greater access to our facilities for all Oak Park residents, the Park District will supply week-long passes for OPPL cardholders to access our pools, rink, and indoor playground for free. Each pass will give a group/family of four free access to a facility for a period of one week beginning on the Monday of each week and concluding on Sunday. The Park District will supply physical cards to OPPL staff who will post in their “Library of Things” each Monday for cardholders to “check out”. Passes will be valid for one week during public use hours of each facility, e.g., public swim, public skate, etc. and do not need to be returned.

Beginning on January 1, 2025, Cubhouse and Rink passes will be available to check out at the OPPL. Pool passes will be available from Memorial Day through Labor Day and can be used during Public Swim hours at either Rehm or Ridgeland pool.

Both entities have agreed to provide marketing support to engage community members.

## Recommendation

Staff recommends that the Board approve the Intergovernmental Agreement to provide free, weeklong passes to Rehm/Ridgeland pool, Cuhouse Indoor Playground, or the Paul Hruby Ice Arena through the Oak Park Public Library “Library of Things” for a period of one year.

*Attachment: OPPL IGA*

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE PARK DISTRICT OF OAK PARK AND THE OAK PARK PUBLIC LIBRARY FOR FACILITY PASSES**

THIS INTERGOVERNMENTAL AGREEMENT (“*Agreement*”), is entered into as of December 19, 2024 between the Park District of Oak Park, an Illinois park district (“*Park District*”), and the Oak Park Library, a library established and operating under the Illinois Local Library Act, 75 ILCS 5/1-0.1 et seq. (“*Library*”) (collectively, the Park District and the Library are the "*Parties*", and individually each is a "*Party*").

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Park District established an inter-departmental DEI committee to identify opportunities for training and partnerships to promote social equity within Park District programming and operations; and

WHEREAS, the Park District owns and operates various public recreation facilities (“*Facilities*”) in the Village of Oak Park (“*Village*”), and offers, for purchase, annual pool passes, clubhouse passes, and ice rink passes for patrons to access and use the Facilities; and

WHEREAS, the Park District desires to donate such Facility passes (“*Passes*”) to the Library to make the Passes available for loan to Library cardholders (“*Cardholders*”) so that Cardholders may access Park District Facilities free of charge; and

WHEREAS, the Park District and the Library desire to enter into this Agreement to set forth

their respective rights and responsibilities regarding the Passes; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the Park District and Library agree as follows:

A. Term. This Agreement will be effective January 1, 2025 (“*Effective Date*”) and end December 31, 2027 (“*Term*”).

B. Description of the Passes. The Park District will provide the Passes, as described herein, to the Library on January 1 of each year for the length of the Term. Each Pass will admit up to four users into the respective Facility. The Library will provide the Park District with the information needed to coordinate delivery of the Passes to the Library. The Passes will include:

a. One Pool Pass for use at either Rehm Pool, located at 515 Garfield Street, Oak Park, Illinois; or Ridgeland Common Recreation Complex, located at 415 Lake Street, Oak Park, Illinois. Pool Passes are only valid between Memorial Day and Labor Day of each year.

b. One Cubhouse Pass for use at Stevenson Center, located at 49 Lake Street, Oak Park, Illinois. Cubhouse Passes are only valid between October 1 and April 30 of each year.

c. One Ice Rink Pass for use at Paul Hruby Ice Arena inside the Ridgeland Common Recreation Complex, located at 415 Lake Street, Oak Park, Illinois. Ice Rink Passes are valid throughout the year expect for an annual three-week closure to be determined each year by the Park District.

C. No Fee. The Park District will not impose any fee or charge the Library for use of the Passes.

D. Indemnification and Waiver of Claims Against the Park District. The Library agrees to, and does hereby, hold harmless and indemnify the Park District and all Park District elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this



Agreement or the Library's actions related to the promotion, loan, or use of the Passes; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Park District. The Library, its officers, agents, employees and servants are responsible for any and all attorney's fees and court costs incurred by the Park District in defending any claim, cause of action, suit or demand for which indemnification has been agreed. The costs and expenses, including attorney's fees and court costs incurred in defending any claim, cause of action, suit or demand, for which indemnification has been agreed, will be solely and exclusively charged to the Library's insurance coverage. Should such claim, cause of action, suit or demand fall outside the scope of the coverage, any and all costs and expenses related to such claim, cause of action, suit or demand shall be the sole and exclusive responsibility of the Library.

No elected or appointed official, or employee of the Park District will be personally liable, in law or in contract, to the Library as the result of the execution and performance of this Agreement.

E. Users. The Park District may require any user of the Passes to sign, acknowledge, or execute any waivers, releases or other documents generally required by users of the Facilities. The Park District expressly reserves the right to refuse entry to any individual who fails to comply with any policy, rule, procedure or requirement of the Park District or the respective Facility.

F. Assignment. This Agreement may not be assigned, including without limitation to the successor of either Party, without the expressed written consent of the other Party.

G. Severability. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.

H. Entire Agreement; Amendment. This Agreement sets forth the entire understanding

of the Parties and may only be amended or modified by a written instrument signed by the Parties except as herein otherwise provided.

I. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

J. Termination. Either Party may terminate this Agreement, provided, however, that the Party desiring to terminate this Agreement shall give the other Party at least 30 days prior written notice. Upon termination of this Agreement, the Library must promptly return all Passes to the Park District.

K. Notices. Notices to the Parties under this Agreement shall be in writing and served by personal service or by regular first-class mail and registered mail, return receipt requested, on the following individuals at the addresses noted:

PARK DISTRICT: Park District of Oak Park  
218 Madison Street  
Oak Park, Illinois 60302  
Attention: Executive Director

WITH A COPY TO: Elrod Friedman LLP  
325 North LaSalle Street, Suite 450  
Chicago, Illinois 60654  
Attention: Caitlyn R. Culbertson  
Email: caitlyn.culbertson@elrodfriedman.com

LIBRARY DISTRICT: Oak Park Public Library  
834 Lake Street  
Oak Park, Illinois 60301  
Attention: Executive Director

L. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

M. Authority. Each person signing this Agreement personally warrants and represents that they have full and complete power and authority to execute this Agreement on behalf of and to bind the entity for which he or she is signing.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date and year written above.

ATTEST:

**PARK DISTRICT OF OAK PARK**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

**OAK PARK PUBLIC LIBRARY**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_