

**MASTER INTERGOVERNMENTAL COOPERATION AGREEMENT  
REGARDING RECREATIONAL USE OF FACILITIES  
BETWEEN GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87 AND  
GLEN ELLYN PARK DISTRICT**

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GLEN ELLYN PARK DISTRICT**

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**I. Background to Master Facility Use Agreement**

A. The Board of Education of Glenbard Township High School District No. 87, DuPage County, Illinois (the “School District”), and the Board of Commissioners of the Glen Ellyn Park District, DuPage County, Illinois (the “Park District”), (the School District and the Park District are at times referred to in this Master Agreement individually as a “Party” or collectively referred to as the “Parties”) have determined that it is in their best interest to enter into this comprehensive master facility use agreement (the “Master Agreement” or “Agreement”) that governs the cooperative use of the School District’s and the Park District’s facilities. The School District and the Park District have a well-established history of sharing facilities, which both parties desire to continue. Throughout this Master Agreement the Party that owns or leases a facility and allows the other Party to use the facility is referred to as the “Host Party,” and the Party using a facility it does not own or lease is referred to as the “Guest Party.”

B. The Illinois Constitution and statutes encourage and permit intergovernmental cooperation between units of local government.

C. The School District is the owner of a high school building and surrounding campus, known as Glenbard West High School, which includes Memorial Field, Biester Field House and Biester Gym, and the Glenbard West tennis courts (the “Glenbard West Facilities”). The School District is also the owner of a high school building and surrounding campus, known as Glenbard South High School, which includes the Glenbard South Field, Glenbard South Auditorium, and Glenbard South Gym (the “Glenbard South Facilities;” the Glenbard West Facilities and the Glenbard South Facilities are collectively referred to in this Master Agreement as the “School District Facilities”).

D. The Park District leases from the Village of Glen Ellyn the property commonly known as Village Green Park and owns the park and facilities known as Ackerman Park and Newton Park (Village Green Park, Ackerman Park, and Newton Park are collectively referred to in this Master Agreement as the “Park District Facilities”).

E. The Park District has utilized and is utilizing the School District Facilities and the School District has utilized and is utilizing the Park District Facilities. The Parties may in the future use additional facilities of the other Party.

F. The School District and the Park District previously entered into a Master Intergovernmental Cooperation Agreement Regarding Recreational Use of Facilities dated March 3, , 2014 (the “Original Master Facility Use Agreement”) and the Amendment to Master Intergovernmental Cooperation Agreement Regarding Recreational Use of Facilities dated , 201 (the “Amendment to Master Facility Use Agreement”).

G. The Parties have determined that it is in their collective best interest to renew the Original Master Facility Use Agreement and include certain additions by adopting this Master Facility Use Agreement, which will replace the Original Master Facility Use Agreement and the Amendment to Master Facility Use Agreement.

H. The School District has determined that its use of the School District Facilities is unnecessary for School District purposes during the time periods that the Park District intends to use the School District Facilities and the Park District has determined that either its use of the Park District Facilities is unnecessary for Park District purposes during the time periods that the School District intends to use the Park District Facilities or determined that granting priority of use to the School District is of benefit to the community. In addition, the other Party’s use of a

respective facility during the agreed hours would enhance the educational objectives of the School District and the recreation objectives of the Park District.

## **II. General Terms and Conditions Governing the Master Agreement**

A. Termination of other Agreements. The Original Master Facility Use Agreement and the Amended Master Facility Use Agreement are hereby terminated, and this Master Agreement shall govern the Parties' right to use the various facilities described in this Master Agreement. This Master Agreement shall constitute the entire agreement of the parties with respect to the Park District's use of the School District Facilities and the School District's use of the Park District Facilities. This Master Agreement supersedes all prior agreements and understandings, whether written or oral, formal, or informal.

B. Term of Master Agreement. This Master Agreement shall be in effect from August 1, 2022, until July 31, 2032. The Parties shall meet on or before June 30, 2031, to discuss this Master Agreement and determine to extend, revise, renew, renegotiate, or terminate at conclusion of the Master Agreement.

C. Facilities Subject to the Master Agreement. As of the Effective Date of this Master Agreement, it is anticipated that the Park District will use the School District Facilities described in Section I.C of this Master Agreement and the School District will use the Park District Facilities described in Section I.D of this Master Agreement, all of which are set forth in Exhibit A to this Master Agreement. The facilities set forth in Exhibit A constitute all the facilities contemplated for use by the Parties as of the Effective Date of this Agreement. The Parties, subject to the written agreement of the Superintendent of the School District and the Executive Director of the Park District, and without further approval of their Boards, may add

additional existing facilities to Exhibit A that will then be subject to the terms of this Master Agreement. Any newly constructed or acquired facilities shall be considered separately from this Agreement and may be added by Amendment hereto or become the subject of a separate agreement.

D. Annual Payments.

1. The Parties have determined that the payment terms contemplated in this Section are appropriate based upon the School District's and the Park District's anticipated annual usage of the other Party's facilities, the infrastructure costs at each facility, and the prior payments made by each Party for past use. Set-up costs, utility costs, general maintenance costs, and the estimated capital maintenance costs incurred by Parties for the duration of the Master Agreement set forth in Exhibit B (unless otherwise provided in this Master Agreement) of each Party related to the facilities have also been factored into the payment terms contemplated under this Section. Accordingly, during the term of this Master Agreement, and subject to the adjustments and contingencies set forth below, the School District shall make an annual payment to the Park District of \$78,800 for each School Year during the 2022-2023 School Year through the 2026-2027 School Year and \$82,800 for each School Year during the 2027-2028 School Year through the 2031-2032 School Year., (the "School District Annual Payment"). In addition, the School District shall pay the Park District \$16,000 during the 2022-2023 School Year for general capital maintenance improvements (the "Capital Improvement Payment") that are further described in Exhibit B to this Agreement. The Capital Improvement Payment shall be increased by \$500 in each subsequent year of the Master Agreement (i.e.,

\$16,500 for the 2023-2024 School Year, \$17,000 for the 2024-2025 School Year, etc.). The first payment shall be on or before September 1, 2022, and each subsequent School District Annual Payment and Capital Improvement Payment shall be made on or before the following September 1.

2. Pro-Rata Reduction. If, for reasons other than those related to inclement weather (e.g., dangerous conditions, lightning, rain, flooded or soaked fields), a Host Party reduces a Guest Party's use from the amount of use contemplated in the Master Use Schedule set forth in Exhibit D of this Agreement for a particular facility without providing an equivalent substitute facility, then the Host Party shall reimburse the Guest Party the pro-rata amount for use of that facility as provided in Section A of Exhibit C to this Master Agreement. The Host Party shall pay the pro-rata payment for reduced use of a specific facility within 30 days after such non-use.

E. Termination of Master Agreement or Use of a Facility. Either Party may terminate this Master Agreement, or the use of any individual facility, as a matter of convenience and without cause after providing written notice to the other Party, provided that such termination shall not take effect until July 1 of the School Year after the termination notice is provided and the written termination notice must be provided to the non-terminating Party on or before January 1 prior to the School Year that the termination of use will take effect, unless the Parties agree to a shorter time period in writing.

F. Insurance/Indemnification

1. Insurance. Each party, at its sole cost and expense, shall always keep in full force and effect during the term of this Master Agreement insurance against claims

for injuries to persons or damages to property, which may arise from or in connection with this Master Agreement. Each party shall provide coverage that is at least as broad as:

a. Comprehensive general public liability insurance, including contractual liability coverages, and such other types of insurance in such amounts and with such A-rated companies or through self-insurance risk pools as are reasonably acceptable to the School District and the Park District, but, in any event, no less than \$1,000,000.00 per occurrence and an umbrella policy no less than \$5,000,000.00. Such insurance shall be evidenced by annually providing to the other party certificates of insurance, naming the other party, its Board, Board members, employees, and agents as additional insureds and providing that the insurance may not be modified, terminated, cancelled, or non-renewed without at least 30 days advance written notice by certified mail, return receipt requested, to the other party.

b. Each party shall keep and maintain Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for their respective employees. Any employee claim related to this Master Agreement will be the responsibility of the Party employer and the other Party shall have no obligation whatsoever to provide workers' compensation for the other Party's employees.

2. Indemnification. The School District and the Park District each agree to mutually indemnify, defend, and hold harmless the other party and their respective Board



members, officers, employees, and agents from all claims, causes of action, liability, damages, whether to person (including death) or property, costs (including reasonable attorneys' fees), and losses (collectively "Loss") where and to the extent the Loss arises out of the indemnifying party's acts or omissions, or where and to the extent the Loss arises out of the indemnifying party's failure to perform its material obligations under this Master Agreement.

3. No Waiver of Tort Immunity Defenses. Nothing contained in this Section II.F or in any other provision of this Master Agreement, is intended to constitute nor shall constitute a waiver of the defenses available to either of the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

G. Taxes. No legal title or leasehold interest in any facility shall be deemed or construed to have been created or vested in the Guest Party by anything contained in this Master Agreement. The Parties acknowledge that the facilities contemplated by this Master Agreement for shared use are exempt from general real estate taxes. Each Party agrees that in the event that this Master Agreement or the rights granted hereunder or a Party's use of the other Party's facility results in full or partial loss of such real estate tax exemption or in the assessment of real estate taxes, the Guest Party shall pay the Host Party the amount of any such tax proportionate to the Guest Party's use, but reserves the right to appeal any such levy or assessment prior to the due date thereof, for each tax year that this Master Agreement remains in effect, including any and all extensions thereof.

### **III. Use and Maintenance of Facilities**

A. General Use. The School District shall always be the sole owner of the School District Facilities and the Park District shall always be the sole owner of the Park District Facilities. The Guest Party shall have no right or interest in the Host Party's facilities, except for the exclusive right to use the Host Party's facilities as provided for in the Master Use Schedule attached to this Master Agreement as Exhibit D, as amended from time to time. Provided that, the Guest Party shall have the right to use the Host Party facility at any additional time that it is not in use by the Host Party, upon the prior written approval of the Superintendent of the School District, or designee (in the case of a School District Facility), and upon prior written approval of the Executive Director of the Park District, or designee (in the case of a Park District Facility), and subject to paying the prorated amount applicable to the particular facility set for in Section A of Exhibit C.

B. Guest Party Use. In consideration of the payments and shared use contemplated in this Master Agreement, the Park District is hereby granted exclusive use of the School District Facilities (including ancillary facilities, such as restrooms and parking areas) and the School District is granted exclusive use of the Park District Facilities (including ancillary facilities, such as restrooms and parking areas) during the times set forth in the Master Use Schedule. The Guest Party is further granted the reasonable use of the same parking and reasonable modes of ingress and egress to and from the Host Party's Facility as used by the Host Party's constituents for Host Party events at the particular facility during and for a reasonable time before and after the Guest Party's use. In addition, the Guest Party shall have no right to use any other portion of the Host

Party's property except as specified herein, unless permitted in writing by the Superintendent of the School District, or the Superintendent's designee, for School District Facilities, or by the Executive Director of the Park District, or the Executive Director's designee, for Park District Facilities, or as set forth in a separate agreement between the Parties.

C. Scheduling Facility Use. Prior to December 31 of each year of this Master Agreement, designated representatives of each Party shall meet to determine if the Master Use Schedule should be amended. Any amendments to the Master Use Schedule shall be subsequently approved by the Superintendent of the School District and the Executive Director of the Park District, or their designees, by January 1 of each year and shall not require further approval by the Boards of either party. If no amendments to the Master Use Schedule are proposed or the Parties cannot agree to an amendment to the Master Use Schedule, the Master Use Schedule from the prior calendar year shall apply for the next calendar year. If the Parties cannot reach agreement on a Master Use Schedule for a particular facility or facilities, the Party that requested the change to the Master Use Schedule may, subject to providing written notice to the other Party no later than January 1 prior to the School Year that the termination of use will take effect, terminate use of that facility or facilities for the upcoming School Years and the Parties shall renegotiate the required payments set forth in Section II.D.1 of this Master Agreement prior to September 1.

D. Non-Scheduled Use; Changes to Master Use Schedule. In the event that special needs (one time, short term) to utilize a particular facility arise for either the School District or the Park District, either Party may request a modification to the Master Use Schedule by written notice of at least thirty days or such lesser time as shall be agreed to by the Superintendent of the

School District and the Executive Director of the Park District, or their designees, and the non-requesting Party shall make its best effort to accommodate the requesting Party's special needs. If days are added to the Master Use Schedule for a particular facility, the Guest Party shall pay the pro-rata amount set forth in Exhibit C applicable to that facility to the Host Party within 14 days after use. If days are subtracted from the Master Use Schedule for a particular facility, the Host Party shall pay the pro-rata amount set forth in Exhibit C applicable to that facility to the Guest Part within 14 days after the canceled scheduled use. Absent written approval by the Superintendent of the School District and the Executive Director of the Park District, or their designees, no temporary change shall be considered approved.

E. Denial of Use. If the Host Party denies the Guest Party access to a particular facility at any time that the Guest Party has the right of access for more than one calendar day during a season in a calendar year or more than two calendar days during a calendar year for reasons other than weather related reasons, agreed rescheduling, emergency repairs, or inability of the facility as determined in the reasonable discretion of the Host Party ("Unauthorized Denial"), the Guest Party shall have the right to discontinue use of the facility at issue upon 30 days written notice to the Host Party. In such a case, the Host Party shall reimburse the Guest Party, within 30 days after the termination, an amount equal to the pro-rata amount for the particular facility set forth in Exhibit C multiplied by the number of days or hours, as applicable, that the Guest Party was scheduled to use the facility under the Master Use Schedule for the remainder of the School Year and the Parties shall renegotiate the required payments set forth in Section II.D.1 of this Master Agreement for the subsequent School Years. For purposes of this Section, the applicable seasons shall be the Spring season, which shall run from March 1 to May

31, the Fall season, which shall run from August 10 to approximately October 25, the Summer season, which shall run from June 1 to July 31, and the Winter season, which shall run from December 1 to the last day of February.

F. Specific Use Provisions.

1. Park District Affiliate Use. The Superintendent of the School District and the Executive Director of the Park District, or their designees, will agree in writing to the inclusion of Park District affiliates, who shall be added to Exhibit E of this Master Agreement (“Park District Affiliates”). The Park District may grant to the Park District Affiliates the right to exclusive or non-exclusive use of the School District Facilities during periods of authorized Park District use described on the Master Use Schedule. The Park District and Park District Affiliates are authorized to use the School District Facilities for programs and activities authorized by the Illinois Park District Code (70 ILCS 1205, *et seq.*). For purposes of this Master Agreement, a Park District Affiliate shall mean any organization or entity that is separate and independent from the Park District, with its own leadership, structure, and operations, and provides recreational opportunities in a cooperative effort, by agreement or otherwise, with the Park District. Park District Affiliates shall not be permitted to use any other School District Facilities without the written approval of the Superintendent of the School District or designee.

2. Treatment of School District Residents. The Park District agrees that all residents of the School District shall be considered Park District residents when registering for the Glenbard summer sports camp.

3. Park District Summer Camp Use of School District Facilities. The Park District may use the School District Facilities for Park District summer camps subject to the terms of this Master Agreement, the Master Use Schedule, and the provisions set forth in Exhibit F.

G. General Use Provisions.

1. Improvements. The Guest Party shall not modify, alter, or place permanent fixtures or improvements on the Host Party's facility without the prior express written approval of the Host Party.

2. Supervision. Neither Party shall have any responsibility whatsoever for supervising the other's programs, use of a facility, or supervising the other Party's employees, volunteers, participants, affiliates, and/or agents. Each Party shall be solely responsible, at its own expense, for ~~always~~ providing adequate adult supervision in connection with its use of a facility. Neither Party shall be responsible in any way for employment of personnel to implement or supervise the other Party's programs at a facility. Each Party acknowledges and assumes complete responsibility for its staff or volunteers used to supervise its activities hereunder.

3. Representation of Programs. Each Party shall represent its programs as its own programs and at no time shall represent any sponsorship or other involvement by the other Party.

4. Required Waiver. For all programs or activities utilizing the Host Party's facility where the Guest Party requires participants to sign a waiver, release, indemnity, or hold harmless form, the Guest Party shall add the Host Party, its Board members,

volunteers, affiliates, agents, and employees as additional beneficiaries under such form.

5. Automated External Defibrillators. The Parties shall comply with the Illinois Physical Fitness Facility Medical Emergency Preparedness Act (210 ILCS 74/1 *et seq.*) and any other applicable laws.

6. Equipment. Each Party shall be responsible for acquiring and maintaining their own equipment and no Guest Party equipment or property shall be stored at the Host Party's facility without the prior express written consent of the Host Party. The Park District hereby consents to the storage of School District equipment and property in the third base dugout of Field 2 at Village Green Park. If there is not storage available, the Guest Party may provide storage at the site upon approval by the Host Party.

7. Conduct. The Guest Party shall conduct its use of the Host Party's facility in such a manner as to minimize disturbances to the surrounding neighborhoods including, but not limited to, removal of litter after the event, adherence to parking requirements and restrictions, adherence to the closing time or schedule for the facility, and other restrictions set forth in municipal ordinances.

8. Suspension of Use for Short Duration. In the event of an emergency, safety issue, inclement weather, force majeure type event as described in Section III.G.9, or failure to maintain insurance, or any other condition that constitutes an imminent substantial threat to the health or safety of the School District's students, employees, the Park District's program participants, employees, volunteers, or any other users of a facility, as determined by the Host Party in its sole reasonable discretion and rendering a facility un-useable for 14 days or less, the Superintendent of the School District or the

Executive Director of the Park District, as applicable, upon written notice to the Guest Party, or oral telephonic notice if an emergency, may immediately suspend the Guest Party's activities hereunder until such condition has been remedied. Said notice shall specify the condition that constitutes the threat. In the event of such suspension, the Host Party shall immediately commence all action necessary to remediate the condition giving rise to the threat, and if feasible and as determined in the sole discretion of the Host Party, shall provide the Guest Party with an alternate location for the conduct of the Guest Party's activities for the duration of the suspension. If a reasonable equivalent alternate location or reasonable alternative date for use is provided but the Guest Party chooses not to use the alternate location or use the facility on the alternate date, the Guest Party is not entitled to a refund and/or credit. If an alternate location or date for use is not provided by the Host Party, the Host Party shall pay the Guest Party within 30 days after the date the Guest Party was scheduled to use the facility an amount equal to the pro-rata amount for the particular facility set forth in Exhibit C multiplied by the number of days or hours, as applicable, that the Guest Party was scheduled to use the facility and did not use it or an alternate facility due to the suspension (for reasons other than those related to inclement weather, e.g., dangerous conditions, lightning, rain, flooded, or soaked fields); provided however, that if the reason for the suspension is solely due to the fault of the Guest Party, the Guest Party shall take all actions to remedy the condition and the Guest Party will not have the right to a prorated adjustment due to such suspension of use. The Host Party will have final decision-making authority as to when the Host Party's facilities are usable, based on field, weather, and health and safety conditions.



9. Untenantability/Force Majeure. In the event a Host Party's facility is damaged and rendered untenable for more than 14 days by fire or other casualty or Acts of God (including flood, earthquake, tornado, storm, pandemic, or other natural or man-made disaster or hazard beyond the Party's control such as war, crimes, hostilities, rebellion, or mob action) during the term of this Master Agreement, the Host Party shall work in good faith to restore the Host Party's facility. The Guest Party shall have the right to (i) obtain a refund for such non-use in the same manner as set forth in Section G.9 above; provided the Guest Party provides notice of such request within 30 days after the end of the school year of the non-use or (ii) terminate its use of a facility that is untenable upon 14 days written notice to the Host Party. If the use of any facility is terminated pursuant to this Section, the Parties shall renegotiate the required payments set forth in Section II.D.1 of this Master Agreement to the advantage of the Guest Party.

H. Maintenance Responsibilities.

1. Maintenance and Custodial Responsibilities. The School District shall provide at its sole cost and expense all maintenance and custodial services to the School District Facilities necessary for the Park District's scheduled use and the Park District shall provide at its sole cost and expense, all maintenance and custodial services to the Park District Facilities, necessary for the School District's scheduled use. Notwithstanding the prior sentence, the School District shall provide at its sole cost and expense, all field maintenance for Village Green Park as it relates to the School District's use of Village Green Park Field #2 and #3. Fees for additional custodial services may be assessed to the Guest Party if said custodial services are requested by the Guest Party.

Invoicing for Guest Party-requested additional custodial services shall include back up demonstrating the amount paid to the employees. No other fees for custodial, maintenance, or capital repair and replacement shall be charged to the Guest Party, except as provided in this Master Agreement.

2. Maintenance of Synthetic Turf Fields. Regarding synthetic turf fields located on facilities that are subject to this Master Agreement, the Host Party shall within a reasonable time replace or repair to the manufacturer's specifications the synthetic turf at its sole cost and expense if the turf is materially damaged, destroyed, or at the end of its useful life as determined by the manufacturer prior to the end of the term of this Master Agreement and such damage was not caused solely by the Guest Party, its agents, volunteers, participants, or affiliates. The Host Party shall at its sole cost and expense, perform or cause to be performed a weekly inspection of the condition of the synthetic turf field and any other periodic inspections and maintenance activities required to insure a safe, playable synthetic turf field. If during a routine inspection, the Host Party becomes aware of an issue that may adversely affect the Guest Party's use of the synthetic turf field, the Host Party shall provide a written and/or verbal report to the Guest Party regarding such condition as soon as reasonably possible.

3. Mutual Responsibilities. At the close of each instance of use, each party shall leave the utilized facility in substantially the same condition as at the outset of each instance of use, ordinary wear and tear excepted. Should either Party fail to meet this standard and as a result the other Party incurs additional custodial or maintenance costs, the Party materially failing to meet the standard shall promptly reimburse the other Party

for the reasonable additional custodial or maintenance costs incurred in returning the utilized facility to substantially the same condition. In the event of damage to a facility or other property occurring as a direct result of Guest Party use of a facility, the Host Party shall promptly, but no longer than within seven days after the Host Party becomes aware of the Guest Party's potential involvement in the damage or maintenance claim, notify the Guest Party ("Notice of Damage Claim"), identifying the alleged property damage and the date and time of the alleged occurrence, the Guest Party event during which the alleged damage occurred, the person(s) alleged to have caused the damage if known, and the cost or estimated cost of repair or replacement. Within 30 days after receipt of the Notice of Damage Claim, the Parties shall meet and review all relevant information related to the claim, including but not limited to all written estimates to repair or replace the damaged property. If the Guest Party agrees: (i) that the damage occurred because of use by its employees, volunteers, participants, affiliates, or agents; and (ii) with the costs estimated or paid for the repairs or replacements, it shall pay or reimburse the Host Party within 45 days after the meeting to review the claim. If the Parties do not agree on the cause of the damage or the cost to repair the damage, the Host Party shall have the right to pursue its remedies pursuant to this Master Agreement.

4. Acquisition of Capital Improvements. The Parties acknowledge that due to the duration of this Master Agreement, it is probable that various facilities and improvements associated with the facilities will require replacement or updating. The Parties agree to meet annually to discuss the state of the capital improvements at the facilities and needs for replacement or purchase of capital improvements. The Parties will

consider needs, level of shared use, and financing arrangements, including payments over a period of years for such improvements. The Parties also agree to make best efforts to notify the other Party prior to incurring any costs related to or constructing any significant capital improvement projects related to facilities identified in Exhibit A.

#### **IV. Miscellaneous Provisions.**

A. No Assignment. No party may assign any rights or duties under this Master Agreement without the prior express written consent of the other party.

B. Successors. This Master Agreement shall be binding upon the successors of the parties' respective governing boards.

C. Relationship of the Parties; No Third-Party Beneficiaries. Nothing contained in or done pursuant to this Master Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the School District and the Park District. Notwithstanding any provision herein to the contrary, this Master Agreement is entered into solely for the benefit of the Parties, and nothing in this Master Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Master Agreement or to acknowledge, establish, or impose any legal duty to any third party. No claim as a third-party beneficiary under this Master Agreement by any person, firm, or corporation shall be made or be valid against the School District and/or the Park District.

D. Default and Termination. In the event that one party believes the other to be in material default under this Master Agreement regarding the use of a particular facility, the non-defaulting party, acting through its chief administrator, shall notify the defaulting party in writing

and allow the defaulting party 30 days from the date of receipt of notice to cure the default, or if the default cannot be cured within 30 days, then the defaulting party shall have such reasonable time that is necessary to cure the default not to exceed 90 days. If the default is not than cured, the non-defaulting party may immediately terminate the use of the facility subject to the default. In addition, the non-defaulting party shall be entitled to pursue all legal and equitable remedies. If the use of a facility is terminated pursuant to this Section, the defaulting Party shall reimburse the non-defaulting Party, within 30 days after the termination, an amount equal to the pro-rata amount for the facility subject to the termination set forth in Section A of Exhibit C multiplied by the number of days or hours, as applicable, that the Guest Party was scheduled to use the facility under the Master Use Schedule for the remainder of the School Year. For subsequent years, the Parties shall renegotiate the required payments set forth in Section II.D.1 of this Master Agreement.

E. Notices. Any notice or communication permitted or required under this Master Agreement shall be in writing and shall become effective on the day of receipt thereof by first class mail, registered or certified mail, postage prepaid, or by a national overnight courier, addressed:

<p>If to the School District, to:          Glenbard Township High School          District No 87          596 Crescent Boulevard          Glen Ellyn, IL 60137          Attn: Superintendent</p>	<p>If to the Park District, to:          Glen Ellyn Park District          185 Spring Avenue          Glen Ellyn, IL 60137          Attn: Executive Director</p>
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F. Amendments. This Master Agreement may not be amended except by means of a

written document signed by an authorized representative of both of the parties.

G. Compliance with Law. The Parties shall comply with all applicable local, county, State, and federal laws and regulations that are in effect upon execution of this Master Agreement.

H. Authority to Execute. The parties warrant and represent that the persons executing this Master Agreement on their behalf have been properly authorized to do so.

I. Calendar Days and Time. Unless otherwise provided in this Master Agreement, any reference in this Master Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Master Agreement falls on a Saturday, Sunday, federal, State, or School District holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, federal, State, or School District holiday. For purposes of this Master Agreement, the School District’s summer break shall not constitute a “School District holiday.”

J. Governing Law. This Master Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Any legal or equitable actions relating to this Master Agreement shall be brought in DuPage County, Illinois.

K. No Waiver. The failure of either Party to insist upon the performance of any terms and conditions, or the waiver of any breach of any of the terms and conditions of this Master Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

L. Provisions Severable. If any term, covenant, condition, or provision of this

Master Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

M. Exhibits. Exhibits A, B, C, D, E, and F are incorporated into and made part of this Master Agreement.

N. Captions. The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the contents, but are not part of the context.

O. Counterparts. This Master Agreement may be executed in any number of counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Master Agreement.

P. Effective Date. This Master Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

BOARD OF COMMISSIONERS  
GLEN ELLYN PARK DISTRICT  
DuPage County, Illinois

BOARD OF EDUCATION OF  
GLENBARD TOWNSHIP HIGH SCHOOL  
DISTRICT NO. 87, DuPage County, Illinois

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

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

Attest:  
\_\_\_\_\_  
Secretary

Attest:  
\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit A**  
**List of School District and Park District Facilities**

**School District Facilities**

1. Glenbard West Memorial Field
2. Glenbard West Biester Field House, Biester Gym and Balcony
3. Glenbard West Tennis Courts (8)
4. Glenbard South Stadium (synthetic turf field and amenities)
5. Glenbard South Auditorium and/or Glenbard West Auditorium
6. Glenbard South Field House, Gymnasium and Balcony

**Park District Facilities**

1. Village Green Park Baseball Fields #2 and #3
2. Newton Park Upper or Lower Newton Field
3. Ackerman Park Softball Fields 2 softball fields as designated by the Park District
4. Ackerman Park Soccer Fields 2 full size soccer fields as designated by the Park District
5. Ackerman Sports and Fitness Center
6. Lake Ellyn Boathouse
7. George Ball Tennis Courts



**Exhibit B**  
**Estimated Capital Maintenance Costs**

**Exhibit C**  
**Pro-Rata Reimbursement Amount**

**A. Pro-Rata Amount for Each Facility**

<b>Facility</b>	<b>Pro-Rata Amount</b>
Memorial Field	\$60 per hour
Glenbard West-Biester Field House and Biester Gym	\$60 per hour
Glenbard West-Tennis Courts	\$60 per hour
Glenbard South Stadium	\$60 per hour
Glenbard South Auditorium or Glenbard West Auditorium	\$60 per hour
Glenbard South Balcony and Field House	\$60 per hour
Village Green	\$60 per hour
Newton Park	\$60 per hour
Ackerman Park	\$60 per hour
Ackerman Sports and Fitness Center	\$60 per hour
Lake Ellyn Boathouse	\$60 per hour
George Ball Tennis Courts	\$60 per hour

**Exhibit D**  
**Master Use Schedule**

**Exhibit E**  
**Park District Affiliates**

Glen Ellyn Golden Eagles Football

Glen Ellyn Golden Eagles Cheerleading

Glen Ellyn Youth Baseball Association

Glen Ellyn Rebels Travel Baseball

Glen Ellyn Park District Adult Baseball

Glen Ellyn Phillies Travel Softball

Glen Ellyn Girls Softball Association

Glen Ellyn Park District Adult Softball

Glen Ellyn Lakers Travel Soccer Association

Glen Ellyn Youth Soccer Association

Glen Ellyn Bulldogs Lacrosse

Glen Ellyn Youth Rugby

Glen Ellyn Park District Youth Basketball

Glen Ellyn Park District Adult Basketball

Glen Ellyn Park District Field Hockey

Glen Ellyn Park District Girls Lacrosse

Glen Ellyn Park District Performing Arts

Glen Ellyn Park District Racquet Sports

Glen Ellyn Lightning Running Club

**Exhibit F**  
**Park District Summer Camp Use of School District Facilities**

In addition to the terms of the Master Intergovernmental Cooperation Agreement Regarding Recreational Use of Facilities between Glenbard Township High School District No. 87 and Glen Ellyn Park District (the “Master Agreement”), the terms contained in this Exhibit F to the Master Agreement shall govern Park District Camps that use School District Facilities (all capitalized terms contained in this Exhibit F shall have the same meaning those terms have in the Master Agreement).

A. Description of Park District Camps. The Park District will organize and operate summer athletic camps and programs in which School District students may participate (the “Park District Camps”). School District students wishing to participate in the Park District Camps shall be treated as “residents” for the Park District Camps and charged resident rates. The Park District Camps may be conducted at a variety of locations and times during the summer. The Park District Camps are more fully described in Exhibit 1, attached hereto, and which may be amended in writing from time to time by mutual agreement of the Parties.

B. Facility/Property Use. To the extent any Park District Camps are to be conducted on School District property, all scheduling and use of School District property by the Park District must be approved in advance by the School District. The Park District shall comply with all facility use policies, procedures, and requirements of the School District. In the event the Park District fails to comply with such policies, procedures, and requirements, the Park District shall have an opportunity to cure said non-compliance within ten days after the School District provides notice to the Park District of said non-compliance.

C. Promotional Materials. The School District permits the Park District to use the School District's name in describing the location of the Park District Camps, which may be at School District locations, and in describing that School District students may participate as Park District residents. The Park District shall be responsible for the costs of its brochures and other promotional and registration materials for the Park District Camps.

D. Staffing and Supervision of Park District Camps.

1. The School District shall designate coaches for the Park District to hire as independent contractors. The Park District shall be responsible for administration of the camps. The Park District shall work with the School District to determine the salary schedule; however, Park District Camp coaches shall not be paid more than the maximum amount allowable under the School District's summer salary schedule.

2. All coaches or volunteers supervising or implementing Park District Camps and activities shall be Park District coaches or volunteers, and the School District shall not be responsible in any way for employment of personnel to implement or supervise the Park District Camps, even if on School District property.

E. Background Investigations. The School District, at its sole cost, shall conduct background investigations of summer camp independent contractors, volunteers, or others who will interact in proximity to School District students and, in accordance with Section 10-21.9 of the Illinois School Code, and shall comply with all requirements of Section 10-21.9 as may be amended from time to time. The Park District shall not allow anyone to work or volunteer in its Park District Camps whose criminal background check reveals items that would prohibit them from working with children under Illinois law or reveals other criminal convictions or other conduct which lawfully may be considered, and which call into question such individual's fitness to work with children. This requirement of background investigations shall be waived for any Park District Camp coaches who are also employees of the School District and have been subject previously to a background investigation.

F. Compliance with the IHSA. The Park District Camps, and related materials and activities, shall be prepared and conducted in full accordance with the Bylaws and Illustrations of the Illinois High School Association (IHSA), including without limitation the following:

1. Timeframes of the Park District Camps and contact hours between coaches and participants shall be within the permissible parameters of the IHSA Bylaws and Illustrations.
2. The Park District Camps shall not be used to induce or attempt to induce any student to attend the School District. (By-law 3.073, Illustration 147.)
3. Participation may not be restricted to high school students who have been certified eligible for athletics. (By-law 3.112.)
4. Participation by high school students in summer programs must be voluntary and in no way be an actual or implied prerequisite for membership on a high school team. (By-law 3.151.)

G. Park District Camps Registration and Fees. The Park District shall conduct registration of the Park District Camps and any associated fees and costs for the Park District Camps shall be paid directly to the Park District by students and their parents or legal guardians.

1. The Park District receives 15% of all the proceeds from the camp registrations. In addition, the Park District may allocate an additional \$1,500.00 for administrative fees for camps associated with Glenbard South High School and an additional \$2,000 for camps associated with Glenbard West High School.
2. The remaining 85% of the proceeds will be used for items like T-shirts, awards, supplies, and coaches' compensation. Coaches' compensation will be based on enrollment and School District pay rates. The APA from each building will submit the compensation requests for each camp. Any remaining revenues will go back to the local school's account. The Park District will provide a financial report to the School District that outlines the revenues, expenditures, and remaining balances for each sport.
3. The parties at the conclusion of every three years beginning August 1, 2025, may renegotiate fees including but not limited to Park District proceeds and administrative costs.

H. Termination. The Park District and School District may terminate the agreement for any reason upon a ninety day advance written notice to the other party

**Exhibit 1 to Exhibit F**  
**Park District Camps**