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## INTERGOVERNMENTAL SHARED USE AGREEMENT

(Dett Elementary School/Touhy-Herbert Park)

This Intergovernmental Shared Use Agreement (this “**Agreement**”) is made and entered into as of June 9, 2025 (the “**Effective Date**”), by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the “**Board**” or “**CPS**”), having its principal offices at 42 West Madison Street, Chicago, Illinois 60602, and the Chicago Park District, an Illinois municipal corporation (the “**District**” or “**Park District**”), having its principal offices at 4830 S. Western Ave., Chicago, Illinois 60609. The Board and the District may sometimes be referred to below each as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

A. The District operates Touhy-Herbert Park, consisting of approximately 3.91 acres located at 2106 W. Adams Street, Chicago, Illinois (the “**Park**”).

B. The Board is the nation’s fourth largest school district with over 630 schools serving more than 350,000 students, including CPS students in the Near West community and operates Dett Elementary School, located at 2131 W. Monroe Street, in Chicago, Illinois (the “**School**”).

C. The Board is undertaking certain improvements and renovations to the School, including construction of an annex consisting of a gymnasium, gym storage rooms, gym office, community room, locker room, restrooms, new parking lot and learning garden (collectively, the “**Annex**”).

D. The District desires to use portions of the Annex for Park programs and other athletic activities (collectively, the “**District Programs**”) to serve the Near West community.

E. The Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution allows and encourages intergovernmental cooperation.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### SECTION I. LAND USE

1.1. **Grant of License.** Subject to the terms and conditions of this Agreement, the Board grants the District a non-exclusive license to use portions of the Annex for the term set forth in Section 2 hereof (the “**License**”). The License granted hereunder extends to the District’s officers, employees, agents, contractors, subcontractors, volunteers, patrons and any other parties who enter the Annex at the District’s direction or consent (collectively, “**District Agents**”).

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1.2. **Term.** The term hereof shall begin on the Effective Date and end ten (10) years thereafter (the “**Term**”). By mutual written agreement, the Parties may terminate this Agreement at any time, upon which the termination would take effect immediately. Provided that the Park District is not in default, the Park District shall have two (2) options to extend the Term for successive five (5) year periods (each a “**Renewal Term**”) by written notice to the Board of the Park District’s intention to extend the Term at least one hundred twenty (120) days prior to the expiration of the Term or applicable Renewal Term (each, an “Option Exercise Notice”). The Parties agree to execute a mutually acceptable extension document following the Park District’s delivery of each Option Exercise Notice.

## SECTION II. USE OF THE IMPROVEMENTS

2.1. **District’s Exclusive Use Facilities.** Upon completion of the Annex, the District shall have the sole use and occupancy of the District’s gymnasium storage and the gymnasium office (the “**Exclusive Use Facilities**”) identified on the “**Annex Site Plan**” attached hereto as **Exhibit A**. The District and District Agents shall not enter upon any other area of the School building, facilities or property, except for the Exclusive Use Facilities and the Shared Use Facilities (as hereinafter defined) unless granted express permission by the School’s principal (the “**School Principal**”).

2.2. **Shared Use Facilities.** Upon completion of the Annex, the District and the Board shall share the usage of the Shared Use Facilities. As used herein, “**Shared Use Facilities**” shall mean: (a) the gymnasium, (b) the vestibules, corridor and hall, (c) the all gender locker room and toilet room, (d) the community room, (e) the lobby/prefunction, (f) the gender neutral restroom and (g) the new parking lot all as identified on **Exhibit A**. The Parties acknowledge and agree that the athletic fields located at the Park are not considered Shared Use Facilities under this Agreement and are not subject to this Agreement. The Exclusive Use Facilities and Shared Use Facilities are collectively referred to herein as the “**Facilities**”.

### 2.3. **Priority Use.**

The following terms shall have the following meanings for the purposes of the Annual Usage Schedule (as hereafter defined) and this Agreement:

- (a) “**Academic Year**” means one complete CPS school year which starts on the first day of the first quarter and ends on the last day of the fourth quarter.
- (b) “**Board’s Priority Use Time**” means: (1) before and during School Hours; and (2) Special Events.
- (c) “**Business Day**” means any day other than a Saturday, a Sunday or a legal holiday.
- (d) “**CPS Calendar**” means the calendar for each Academic Year published on the CPS website [www.cps.edu](http://www.cps.edu).
- (e) “**District’s Priority Use Time**” means: (1) 4:00 p.m through 11:00 p.m on School Days for the community room; (2) 5:00 p.m. through 11:00 p.m. on School Days for the gymnasium; and (3) 7:00 a.m. through 11:00 p.m. on Non-School Days during the Academic Year for both

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the gymnasium and the community room; provided, however, that any time in which a Special Event is scheduled is excluded from (2) and (3).

- (f) “**Non-School Days**” means Business Days during the Academic Year where students are not in attendance at the School in accordance with the CPS Calendar.
- (g) “**School Days**” means Business Days during the Academic Year where students are in attendance at the School in accordance with the CPS Calendar.
- (h) “**School Hours**” means: (1) 7:00 a.m. through 4:00 p.m. on School Days for the community room; and (2) 7:00 a.m. through 5:00 p.m. on School Days for the gymnasium; provided, however, that the School principal and the Park District’s area manager and/or region manager shall communicate on the School’s use of the gymnasium on School Days from 4:00 p.m. to 5:00 p.m., and in the event that the Board is not programming the gymnasium at such time, the Park District may program the gymnasium.
- (i) “**Special Events**” means no more than four (4) assemblies or theatrical productions sponsored or hosted by the School during the Academic Year on: (1) School Days after School Hours; or (2) on non-School Days.
- (j) “**Summer**” means the period of time outside the Academic Year.

The Board shall have priority use of the gymnasium and community room during the Board’s Priority Use Time. For the avoidance of doubt, with the exception of from 4:00 – 5:00 p.m., the Annex shall not be open to the public for District Programs during School Hours. The Board shall provide the District with thirty (30) days advance notice of any Special Events and cooperate with the District to reschedule any District Programs affected by the Special Events. The Board shall also have priority use of the gymnasium and community room at all other times than the District’s Priority Use Time, including those times the District decides not to use the gymnasium or community room during any of the District’s Priority Use Time.

The District shall have priority use of the gymnasium and community room during the District’s Priority Use Time.

2.4. **Weekends; Legal Holidays.** The Parties agree that the Shared Use Facilities may be open and available for use on Saturdays, Sundays and legal holidays in accordance with the terms of the Annual Usage Schedule.

2.5. **Summer.** No later than March 1 of each year of the Term or Renewal Term, as applicable, the District shall provide the Board with dates for the District’s proposed use of the gymnasium and community room for the upcoming Summer (“**Proposed Summer Schedule**”). If the District does not provide the Board with its Proposed Summer Schedule by March 1, use of the gymnasium and community room for such upcoming Summer and only such upcoming Summer shall exclusively belong to the Board. If the District timely provides its Proposed Summer Schedule and the Board has scheduled Summer programming or Summer school, the Board and the District shall mutually agree to a Summer schedule (the

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**“Revised Summer Schedule”**). The Proposed Summer Schedule or Revised Summer Schedule, as applicable, shall be included in the Annual Usage Schedule.

2.6. **Annual Usage Schedule.** No later than July 1 of each year of this Agreement, the School Principal and the Area Manager and/or Region Manager, or Chief Program Officer for the District (collectively, the **“Designated Schedulers”**) shall meet and determine a mutual usage schedule for the upcoming Academic Year for the Shared Use Facilities that complies with this Agreement (each an **“Annual Usage Schedule”**). The Proposed Summer Schedule or Revised Summer Schedule, as applicable, for the current year shall be included in the Annual Usage Schedule. Each Annual Usage Schedule shall be in the form attached hereto as **Exhibit B** and shall be executed by the Designated Schedulers and approved in writing by the Board’s Director of Real Estate. The Annual Usage Schedules shall be deemed incorporated into and made a part of this Agreement. In the event of a conflict between an Annual Usage Schedule and this Agreement, this Agreement shall govern and control.

Each Annual Usage Schedule shall provide for the: (i) cooperative use, management, operation and programming of the Shared Use Facilities for District Programs and the programs operated by the Board (collectively, the **“Board Programs”** and together with the District Programs, the **“Programs”**); and (ii) supervision of the Programs in the Shared Use Facilities. The District Programs will operate each year of this Agreement, beginning with the start of the Academic Year. At no time shall the activities of either Party interfere with the activities of the other Party during the Term or Renewal Term, as applicable. The Parties agree to notify each other upon not less than thirty (30) days’ advance, written notice and obtain the consent of the other Party in the event of any disruptions or anticipated conflicts with the Programs. For disruptions or anticipated conflicts in the District Programs due to scheduled major repairs or capital improvements, the Board shall give the District not less than thirty (30) days’ advance, written notice thereof and the Parties shall in such time agree to reasonable accommodations to the District for any actual physical or temporal disruption of the District’s Programs. The Board reserves the right to advise the District of the unacceptability of any of the District’s employees assigned to the District’s Programs, and the District will immediately investigate such employee’s activities, and in accordance with the District’s personnel policies, take such action as is deemed necessary regarding such employee.

Each Party agrees to use its best efforts to arrive at an Annual Usage Schedule that meets the needs of the School and the Park. In the event the Designated Schedulers cannot agree on an Annual Usage Schedule, the Board’s Chief Operating Officer and the District’s General Superintendent (**“General Superintendent”**) shall determine the Annual Usage Schedule.

2.7. **Use of the New Parking Lot.** The District’s use of the parking spaces in the new parking lot shall be in conjunction with and ancillary to authorized activities conducted at the Park. Unauthorized vehicles in the new parking lot during the School Hours, on weekends or after 11:00 p.m. may be towed at the vehicle owner’s expense. The Board may, but is not obligated to, post signs in the new parking lot notifying District Agents of these rules. The Board shall be responsible for capital improvements and maintenance, including snow removal, to the new parking lot. The Board shall provide one (1) designated, reserved parking space in the new parking lot (as shown on **Exhibit A**) for District staff vehicle parking (**“District Reserved Parking”**). The Board shall retain six (6) designated, reserved parking spaces in the new parking lot (as also shown on **Exhibit A**) for Board staff parking (**“Board Reserved Parking”**).

Use of the new parking lot shall be as follows:

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2.7.1. **School Days.** The District shall have use of the District Reserved Parking on School Days from 7:00 a.m. until 11:00 p.m. All other parking spaces in the new parking lot between the hours of 7:00 a.m. until 4:00 p.m. on School Days are for the use of Board's officers, employees, agents, contractors, subcontractors, volunteers, parents, visitors and any other parties who visit the School (the "**Board Agents**"). After 4:00 p.m. until 11:00 p.m. on School Days, the District shall have use of all spaces in the new parking lot with the exception of the Board Reserved Parking.

2.7.2. **Non-School Days.** The District shall have use of all spaces in the new parking lot with the exception of the Board Reserved Parking until 11:00 p.m.

2.7.3. **Legal Holidays and Weekends During Academic Year.** The District shall have use of the District Reserved Parking until 11:00 p.m. With the exception of the Board Reserved Parking, all other parking spaces shall be determined by the Designated Schedulers in the Annual Usage Agreement.

2.7.4 **Summer.** In the event there is no summer school at the School, the District shall have use of all parking spaces in the parking lot (with the exception of the Board Reserved Parking) until 11:00 p.m. for all days during the Summer. In the event that there is summer school at the School, the District shall have use of the District Reserved Parking until 11:00 p.m. for all days during the Summer, and with the exception of the Board Reserved Parking, all other parking spaces shall be determined by the Designated Schedulers in the Annual Usage Agreement.

2.8. **Utilities.** The Board shall provide the following utilities for the new Annex including the Facilities: hot water, electricity, telephone, internet and gas. The Board, at its own expense, agrees to provide adequate utility conduits and connections for the Exclusive Use Facilities and Shared Use Facilities. The District shall be responsible for customary user fees charged by local communication service providers for any telephone and internet services it contracts with directly for services within the Facilities.

2.9. **Personal Property.** During the Term or Renewal Term, as applicable, neither Party shall use the personal property of the other Party without prior written consent. At the time of determining each Annual Usage Schedule, the Parties shall also exchange a list of items of personal property that the other Party may use in connection with its Programs. Consent for such use shall be deemed given if the list is attached to the Annual Usage Schedule or alternatively, the list is signed by both Parties. Each Party shall be responsible for providing its own sports equipment such as balls, volleyball nets, floor mats and cones, etc. and also its own office equipment and supplies, such as computers, laptops, copiers, fax machines, telephones, paper, staplers, etc. The Board shall provide office furniture for the gym office.

2.10. **Responsibility and Supervision of Programs.** The District programs at the Annex shall be administered and supervised by District employees (supervisors and instructors) who shall be present and responsible for the activities while any District Program is in operation. The District shall also provide such security personnel and measures, as it deems necessary, to properly manage and supervise the District Programs during the District's use of the Shared Use Facilities. The Board shall have no obligation or duty to provide supervision or any security for the District during the District's hours of operation of the District Programs or use of the Facilities. The Parties agree to cooperate and to provide each other with information to improve their security efforts. If necessary, both Parties agree to the installation of security cameras and monitoring equipment to ensure the safety and security of their patrons, students and staff.

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2.11. **Background Check Requirements.** The District shall comply with the Background Check Requirements set forth in **Exhibit C** attached hereto and made a part of this Agreement.

2.12. **Conflict Resolution.** In the event of a dispute between District employees and Board employees on site, all efforts will be made to resolve said dispute without disruption of scheduled District Programs and Board programs. The District and the Board shall annually designate the authorized representatives who will handle any disputes (“**Dispute Representatives**”).

2.13. **Board Access.** The District shall permit the Board or the Board’s Agents to enter the Exclusive Use Facilities and Shared Use Facilities during the District’s Priority Use Time for any of the following purposes: (i) inspection of the Facilities; (ii) making structural maintenance and repairs; and (iii) in emergencies. The Board or the Board’s Agents shall make the request for inspection or repairs to the Park’s supervisor (“**Park Supervisor**”) or their designee to arrange a mutually agreeable time so as not to interfere with District Programs; in the case of any emergency, the Board or the Board’s Agents shall make good faith efforts to contact the Park Supervisor or their designee as soon as possible to provide notice but may enter the Exclusive or Shared Use Facilities at any time. As used herein, an “**emergency**” shall be defined as an event, danger, or safety hazard that must be remedied and resolved within 24 - 48 hours to avoid injury or death to person or damage or loss to property.

2.14. **Closure.** The Board shall have the right to close the Annex for unforeseen circumstances which would preclude the opening of the Annex as determined by the Board. As used herein, “**unforeseen circumstances**” shall be defined as an occurrence or threat of damage, injury or loss of life or property resulting from any natural or man-made cause, including but not limited to fire, flood, earthquake, storm, hazardous materials spills or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, inclement weather, drought, power outage or critical shortage of energy.

2.15. **Facilities Assignment.** The District is not permitted to assign, rent or donate any of its time for use of the Facilities including the new parking lot to any entity, individual, organization or any other group. The Board is not permitted to: (a) assign, rent or donate any of the District’s time for use of the Shared Facilities during the District’s Priority Use Time; or (b) assign, rent or donate the Exclusive Use Facilities.

### SECTION III MAINTENANCE; REPAIRS; ALTERATIONS AND SIGNAGE

3.1. **Janitorial Services, Routine Maintenance and Repairs.** The Board shall provide all routine janitorial services (other than as described below), maintenance and repairs, at its own expense, with respect to the Annex, including fixtures attached to the building, basketball nets, backboards and poles and any mats attached to basketball poles, the replacement of light bulbs and resurfacing the gymnasium floor. The District acknowledges and agrees that the District shall compensate the Board for the actual costs of any repairs to any portion of the Annex damaged by the District or District’s Agents beyond ordinary wear and tear.

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After each Party's use of the Shared Use Facilities, the Parties shall each be responsible, at their own risk and expense, for providing janitorial services to the Shared Use Facilities to ensure that they are in a neat, clean and sanitary condition after each Party's use of the Shared Use Facilities. As used herein, "providing janitorial services to the Shared Use Facilities" shall mean that each Party shall be responsible for ensuring that the Shared Use Facilities' floor is broom swept or mopped daily after each Party's use thereof, with all trash and debris removed and placed into trash receptacles, any spills or substances on the floor removed and all athletic equipment or supplies promptly put away. The Board, at its cost and expense, shall provide all cleaning supplies and equipment for the District to sweep or mop the gymnasium floor. The District shall be responsible for maintaining its Exclusive Use Facilities in a neat, clean and sanitary condition. In the event a Party incurs additional janitorial and maintenance expenses resulting from the other Party's use of the Shared Use Facilities, the Board's Chief Operating Officer and the General Superintendent will meet to establish an annual budget for such additional costs. Upon presentation of an invoice for such additional janitorial service, maintenance or non-structural repair(s), as agreed to by the Parties, the Party who incurred the greater expenses shall be reimbursed by the other Party up to an amount not to exceed the budget.

**3.2. Structural Maintenance and Repairs.** During the Term or Renewal Term, as applicable, the Board agrees to provide structural maintenance and repairs, at its own risk and expense, to the Annex. The Board shall, at the Board's sole cost and expense be responsible for and shall keep the Annex in a state of good order, condition and repair (including capital repairs, and improvements), and in compliance with all applicable laws.

**3.3. Condition of the Facilities.** The Board makes no representations, warranties or agreements as to the condition of the Annex or Facilities. By executing this Agreement, the District waives all claims relating to the condition of the Facilities and accepts the Facilities in its current "WHERE IS" and "AS IS" condition.

**3.4. Damage or Destruction.** If the Annex is damaged or destroyed by fire, flooding or other casualty to such extent that the Annex is rendered unusable, either Party shall have the option to declare this Agreement terminated as of the date of such damage or destruction by giving the other Party written notice to such effect. If this Agreement is not otherwise terminated, the Board shall make all reasonable commercial efforts to restore the Annex in a timely fashion, depending on budgetary and weather issues.

**3.5. Alterations, Additions, or Improvements.** The District shall not alter, modify, improve or otherwise change the Facilities or make any alterations to School building systems (such as mechanical, electrical and plumbing) without the prior written approval of the Board's Chief Facility Officer or Chief Operating Officer. Any request from the District to alter, modify, or improve the Facilities must include drawings or a detailed written proposal of any such requested changes. All Board-approved alterations, modifications, improvements or changes shall be at the sole cost and expense of the District.

**3.6. Signage.** All District signage on the School property shall be at the District's cost and expense and subject to (i) all applicable zoning and other governmental requirements and (ii) the prior written approval of the Board's Chief Facility Officer or Director of New Construction, which shall not be unreasonably withheld. The District is responsible to obtain any required sign permits.

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## **SECTION IV INDEMNITIES**

### **4.1 The Board.** The Board shall undertake the following:

The Board shall save and hold harmless the District, its officers, employees, agents, successors and assigns from and against any and all personal injuries (including death), property damages, losses, suits, costs, claims, damages, expenses, judgments, liabilities, or liens (collectively, “**Losses**”), arising directly or indirectly under this Agreement resulting from the Board’s conduct or management of Board activities or events at the Annex, or from the Board’s or their permittees’ activities under this Agreement, or from any work or activities performed at the Annex by the Board, its officers, employees, agents, or contractors causing the Losses, unless the Losses result from the willful acts or omissions of the District.

The Board shall save and hold harmless the District, its officers, employees, agents, successors and assigns from any liability under the Illinois Workers’ Compensation Act or Illinois Occupational Diseases Act, arising directly or indirectly under this Agreement from the conduct or management of the Board activities or events at the Annex or from anything whatsoever done in or about the Annex by the Board, its officers, permittees, employees, agents, or contractors, except that when Board employees, agents, or contractors have been assigned to perform duties primarily for the benefit of the District, such persons will be considered District employees for the purpose of the Illinois Workers’ Compensation Act and Illinois Occupational Diseases Act.

### **4.2 The District.** The District shall undertake the following:

The District shall save and hold harmless the Board, its officers, employees, agents, successors and assigns from and against any and all Losses, arising directly or indirectly under this Agreement resulting from the District’s conduct or management of the Annex, or from the District’s or their permittees’ activities under this Agreement, or from any work performed at the Annex by the District, its officers, employees, agents, or contractors causing the Losses, unless the Losses result from the willful acts or omissions of the Board.

The District shall save and hold harmless the Board, its officers, employees, agents, successors, and assigns from any liability under the Illinois Workers’ Compensation Act or Illinois Occupational Diseases Act, arising directly or indirectly under this Agreement from the conduct or management of the Annex, or from anything whatsoever done in or about the Annex by the District, its officers, permittees, employees, agents, or contractors, except that when District employees, agents, or contractors have been assigned to perform duties primarily for the benefit of the Board, such persons will be considered Board employees for the purpose of the Illinois Workers’ Compensation Act and Illinois Occupational Diseases Act.

4.3. Nothing in this Section 4 shall be deemed to limit or waive in any way the liability, immunity and defense provisions of the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*).

## **SECTION V DEFAULT AND TERMINATION**



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5.1. **Event of Default.** Any of the following shall constitute an event of default (“**Event of Default**”) under this Agreement:

5.1.1. The material violation or breach by the Board or the District of any law, statute, rule regulation of any governmental or administrative agency having jurisdiction over the Board or the District with respect to the activities authorized by this Agreement at the School or the Park and the continuation of such violation or breach for a period of thirty (30) days after such agency gives notice to the Board or the District (or sooner if such violation or breach results in the initiation of enforcement proceedings against the Board or the District or gives rise to a hazardous or emergency situation at the Park or School).

5.1.2. The Board allows the School Principal to unilaterally modify or change the terms of the usage of the Facilities constructed at the School for the benefit of either Party or attempts to exclude the District from such Facilities (each, a “Unilateral Usage Change”) and said Unilateral Usage Change continues for a period of thirty (30) after one Party gives written notice thereof to the other Party.

5.1.4. A breach by the Board or the District of any other material provision of this Agreement and said breach or violation continues for a period of thirty (30) days after one Party gives notice thereof to the other. If such failure cannot be reasonably cured within such thirty (30) day period, the Party shall have an additional 60 days to cure the default.

5.2 **Termination.** Upon the occurrence of an Event of Default, the non-defaulting Party may terminate this Agreement by notice thereof stating the effective date of termination. The indemnities contained in this Agreement shall survive any termination or expiration of this Agreement. A Party shall not deem a termination an election of remedies. Each Party reserves its remedies at law and equity. Nothing contained herein shall preclude the General Superintendent and the Chief Executive Officer of the Board (the “**Chief Executive Officer**”) from resolving the Event of Default by means other than a termination of this Agreement.

## SECTION VI. GENERAL PROVISIONS

6.1. **Investigations.** Each Party to this Agreement hereby acknowledges and agrees that in accordance with Section 34-13.1 of the School Code (as hereafter defined), the Inspector General of the Board has the authority to conduct certain investigations into the scope of this Agreement and that the Inspector General of the Board shall have access to all information and personnel necessary to conduct those investigations, subject to the power and limitations set forth in the School Code.

Each Party to this Agreement hereby acknowledges and agrees that in accordance with Chapter II, Section D and Chapter IV, Section B of the Chicago Park District Code (the “**District Code**”) the Inspector General of the Park District and the Director of the Office of Prevention and Accountability of the Park District each have authority to conduct certain investigations and that the Inspector General of the Park District and the Director of the Office of Prevention and Accountability of the Park D shall have access to all information and personnel necessary to conduct those investigations, subject to the power and limitations set forth in the District Code.

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6.2. **Inspections/Damage.** The District's and the Board's designees shall jointly inspect the Annex. If major damage results from the use of the Annex by the District, the cost of repairs of such major damage shall be borne by the District. If major damage results from the use by the Board of the Annex, the cost of repair of such major damage shall be borne by the Board. For purposes of this Section, the term "**major damage**" means damage of any kind beyond ordinary wear and tear excepted for the particular property when used for the purposes for which it was designed.

6.3. **Self-Insurance.** The Parties represent that each is substantially self-insured and each shall maintain general liability, property damage, worker's compensation and employer's liability insurance in sufficient amounts for the purposes of this Agreement.

6.4. **Compliance.**

a. Conflicts. In the event of a conflict between any provisions of this Agreement and the provisions of the Chicago Park District Act, 70 ILCS 1505/0.01 *et seq.* (the "**Act**") or the Illinois School Code, 105 ILCS 5/1-1 *et seq.* (the "**School Code**"), the Act and the School Code shall prevail and control.

b. Laws. Each Party must observe and comply with all applicable federal, state, county and municipal laws, statutes ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement.

c. References. Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to: (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter. Provisions required by law ordinance, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or upon application by either Party, this Agreement will be amended to make the insertion.

d. Public Officer Prohibited Activities. This Agreement shall not be legally binding on the District or the Board if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*

e. Ethics. Both the District's Ethics Code, Chapter III of the District Code, and the Board's Ethics Code, adopted August 24, 2023 (23-0824-PO2), as amended from time to time, shall be incorporated into and made part of this Agreement.

f. Contracts. This Agreement shall not be legally binding on the Board if entered into in violation of the provisions of Section 34-21.3 of the School Code which restricts the employment of or the letting of contracts to former Board members during the one-year period following expiration or other termination of their terms of office.

g. Indebtedness. The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated herein and made a part hereof.

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**h. Contingent Liability.** The Parties agree that any expenditure beyond either Party's current fiscal year shall be deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**6.5. Disputes.** The Board and the District agree that any disputes arising out of this Agreement shall be resolved by the Chief Executive Officer and the General Superintendent or their respective designees.

**6.6. General Provisions.** The following general provisions govern this Agreement:

**a. Amendment.** Except as otherwise set forth herein in connection with compliance, this Agreement may not be amended or modified without the prior written consent of the Parties hereto.

**b. Assignment.** Neither Party shall assign this Agreement, in whole or in part, without prior written approval of the other Party, which approval may be withheld in said Party's sole discretion.

**c. Authorization to Execute Agreement.** The persons executing this Agreement hereby represent and warrant that they are duly authorized and acting representatives of the Board and the District respectively and that by their execution of this Agreement, it became the binding obligation of the Board and the District respectively, subject to no contingencies or conditions except as specifically provided herein.

**d. Binding Effect and Disclaimer of Third-Party Beneficiaries.** This Agreement shall be binding upon the Parties and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties and their respective successors and permitted assigns (as provided herein). Nothing contained in this Agreement, nor any act of a Party, shall be deemed or construed by any of the Parties or by any person, to create or imply any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture or any association or relationship involving the District or the Board.

**e. Construction.** The term "**include**" (in all its forms) means "include without limitation," unless the context clearly states otherwise. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof. All references to a number of days mean calendar days, unless indicated otherwise.

**f. Counterparts and Facsimiles.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. A signature by facsimile or electronic means shall be considered binding for both Parties.

**g. Entire Agreement.** This Agreement (including the preamble, recitals and each attached Exhibits), reflects and constitutes the entire Agreement between the Parties and it supersedes all prior agreements, negotiations and discussions between the Parties relative to the subject matter hereof. There are no other representations, inducements or other rights or obligations being extended to any Party.

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**h. Further Assurances.** The Board and the District agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

**i. Force Majeure.** No Party shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, terrorist act, epidemic, pandemic, strikes, lock outs, loss of utility service, declaration of emergency by government authorities, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones which in fact interferes with the reasonable ability of such Party to discharge its obligations hereunder. The Party relying on this Section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other Party and may only rely on this Section with respect to any such delay to the extent of the actual number of days of delay effected by any such events described above.

**j. Governing Law, Venue and Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois or the United States District Court for the Northern District of Illinois.

**k. Incorporation.** The following exhibits referenced throughout this Agreement and attached hereto are incorporated herein by this reference and are to be construed as an integral part of this Agreement.

EXHIBIT A – Annex Site Plan  
EXHIBIT B – Annual Usage Schedule  
EXHIBIT C – Background Check Requirements

**l. Limitation of Liability.** No elected or appointed official or member or employee of the Board or the District shall be individually or personally liable in connection with this Agreement.

**m. Notice.** All notices pursuant to this Agreement shall be made via reputable overnight courier, regular US Mail or facsimile to the following addresses:

If to the Board: Board of Education of the City of Chicago  
42 West Madison Street, 3<sup>rd</sup> Floor  
Chicago, Illinois 60602  
Attn: Chief Operating Officer and Director of Real Estate

with a copy to: Board of Education of the City of Chicago  
One North Dearborn Street, 9<sup>th</sup> Floor  
Chicago, Illinois 60602  
Attn: General Counsel  
Fax No. (773) 553-1701

if to the District: General Superintendent

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Chicago Park District  
4830 S. Western Ave.  
Chicago, IL 60609  
Fax No. (312) 742-5276

with a copy to: General Counsel  
Chicago Park District  
4830 S. Western Ave  
Chicago, IL 60609  
Fax No. (312) 742-5328

Any notice, demand or request sent by guaranteed overnight courier shall be deemed received 1) on the Business Day immediately following acceptance for delivery by the overnight courier; 2) upon receipt if sent by regular US Mail; and upon receipt if sent by facsimile provided a hard copy of said facsimile is deposited in the US Mail within 24 hours of sending said facsimile. The Parties, by notice given hereunder, may designate any further or different addressee or addresses to which subsequent notices, certificates or other communications shall be sent.

**n. Remedies Cumulative.** The remedies of a Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such Party unless specifically so provided herein.

**o. Severability.** If any provision in this Agreement or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

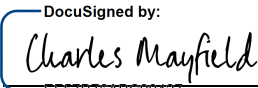
**p. Waiver.** No act done or thing said by a Party or its agents or employees shall constitute a cancellation, termination or modification of this Agreement, or a waiver of any covenant, agreement or condition of this Agreement, nor relieve the other Party from its obligation to pay the fees reserved or other charges. Any waiver or release by a Party and any cancellation, termination or modification of this Agreement must be in writing signed by that Party. No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial fee during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition.

*Signature Page Follows.*


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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

THE BOARD OF EDUCATION OF THE  
CITY OF CHICAGO


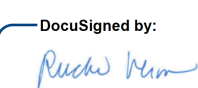
By:   
\_\_\_\_\_  
Charles E. Mayfield  
Chief Operating Officer

CHICAGO PARK DISTRICT

By:   
\_\_\_\_\_  
Patrick Levar. For: (May 30, 2025 13:04 CDT)  
Carlos Ramirez-Rosa  
General Superintendent & CEO

Attest:   
\_\_\_\_\_  
Jaela Hall (May 30, 2025 13:13 CDT)  
Jaela Hall  
Secretary Pro Tempore

Authorization: Board Rule 7-13(b)(i)

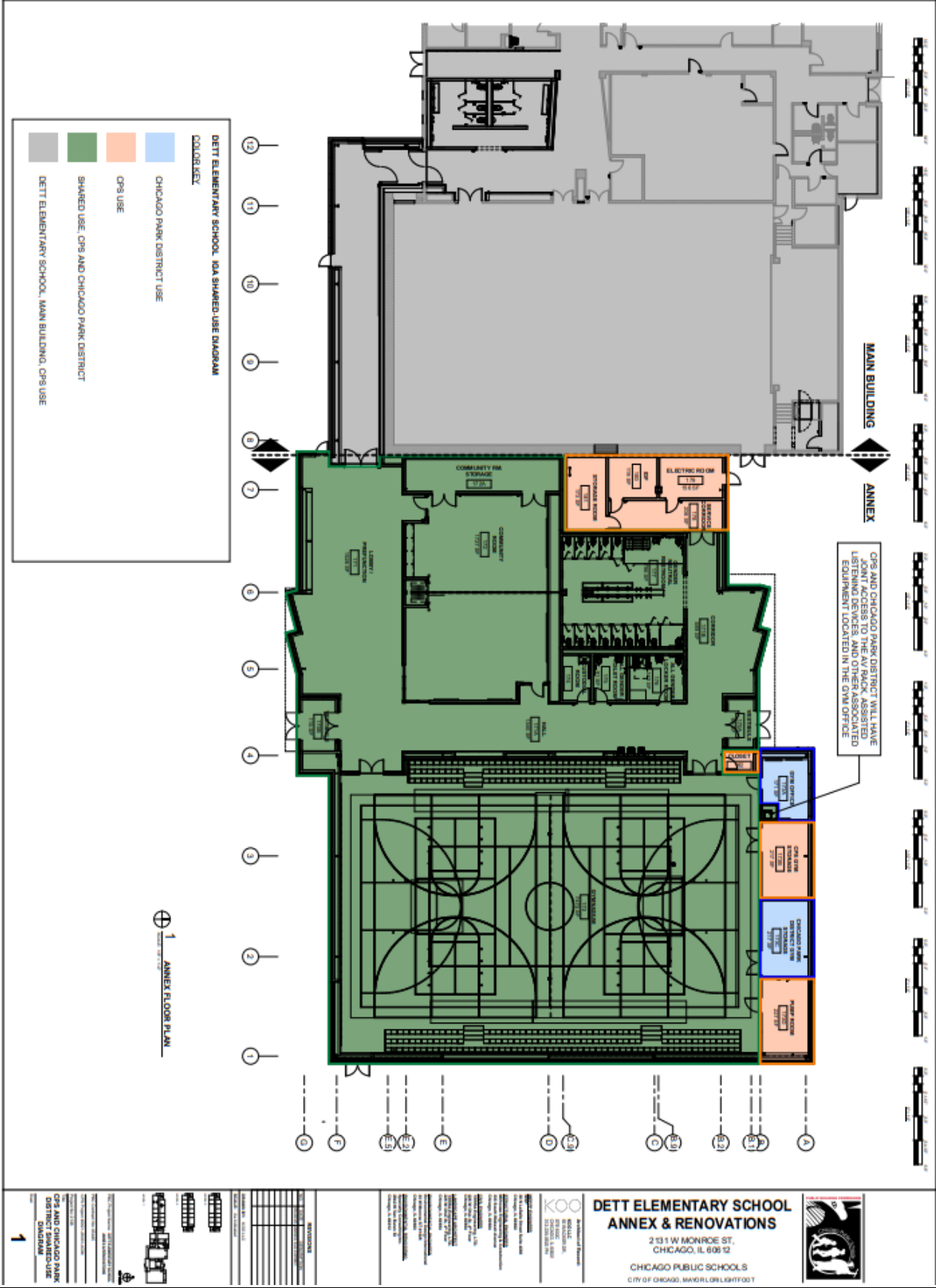
Approved as to legal form:   
  
\_\_\_\_\_  
Ruchi Verma  
General Counsel

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**EXHIBIT A**  
**Annex Site Plan**

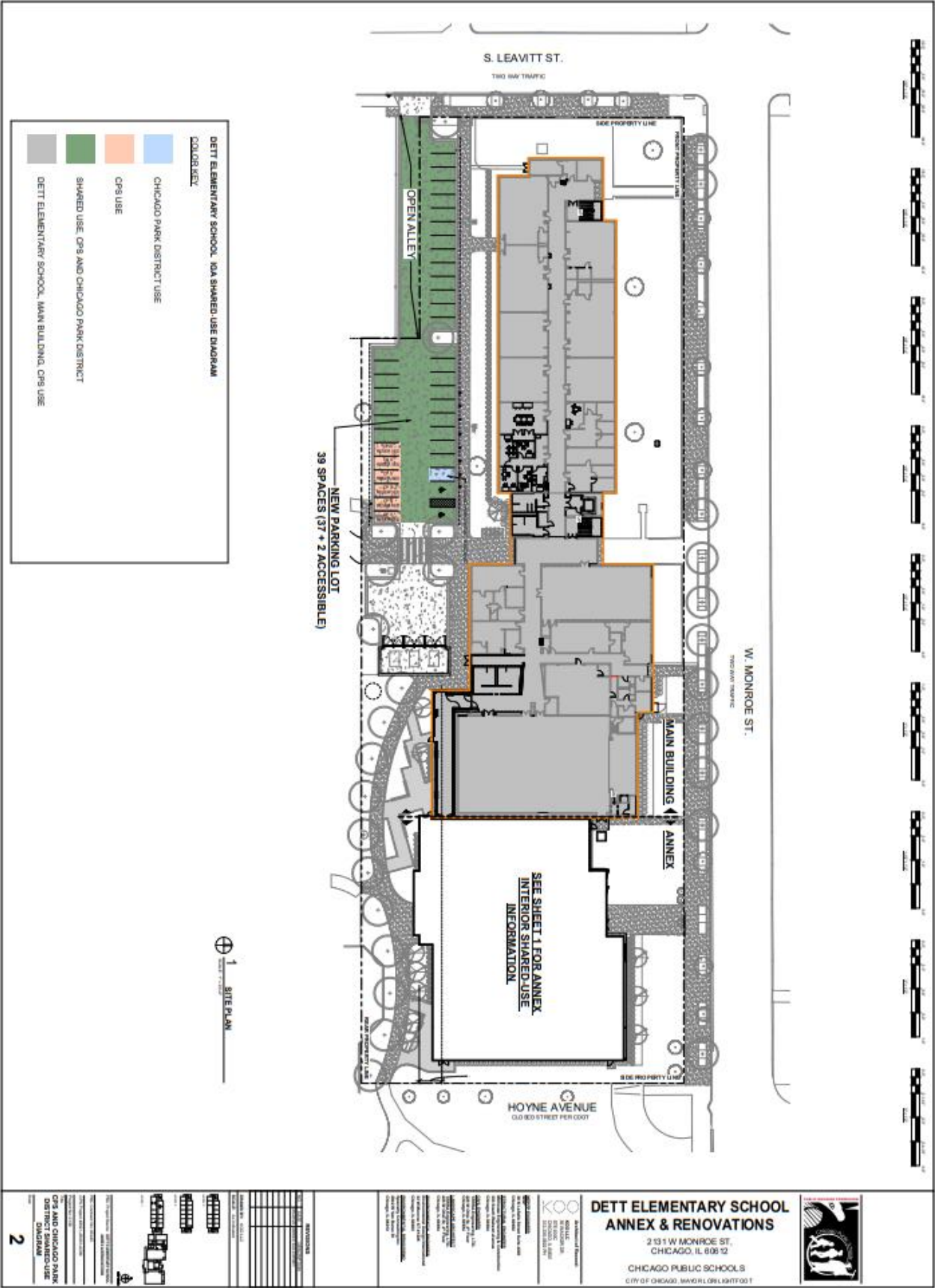
**[ATTACHED]**

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**EXHIBIT B**  
**Form of Annual Usage Schedule**

**Instructions:**

1. No revisions to this form may be made without the approval of the Chicago Board of Education and the Park District Law Departments. Any revisions without the required legal approval will not be binding on either Party.
2. This form may not be used to amend the IGA (as hereafter defined) or to create legal or financial obligations on either Party that are contrary or inconsistent with the IGA.
3. This form must be signed by the School Principal and the CPS Director of Real Estate and the Park District's Park Supervisor and Area Manager, Region Director or Chief Program Officer.
4. A signed copy of the form must be retained on file at the School.

**The School and Park District information is identified below:**

School Name: _____	Park Name: _____
Address: _____ _____	Address: _____ _____
Principal Name: _____	Supervisor Name: _____
School Phone #: _____	Park Phone #: _____

**Description of specific School or Park Facilities to be Used:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Purpose:**

\_\_\_\_\_

**Start Date of Usage:** \_\_\_\_\_ **End Date of Usage:** \_\_\_\_\_

*\* Note: The duration of usage must not be longer than a one (1) year.*

**Days of Week:** \_\_\_\_\_ **Hours of Use:** \_\_\_\_\_

**Holiday Usage:** \_\_\_\_\_

**Other Terms:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This Annual Usage Schedule is subject to the terms and conditions contained in that certain Intergovernmental Shared Use Agreement between the Board of Education of the City of Chicago and the Chicago Park District relating to use of the Annex (Dett Elementary School/Touhy-Herbert Park) dated

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\_\_\_\_\_, 2025 (“IGA”). In the event of any inconsistency between the IGA and this Annual Usage Schedule, the terms of the IGA shall prevail. This Annual Usage Schedule can be amended only by a written instrument signed by all Parties below.

**Board of Education of the City  
of Chicago**

\_\_\_\_\_  
School Principal

**Chicago Park District**

\_\_\_\_\_  
Park Supervisor

\_\_\_\_\_  
[Area Manager, Region Manager or  
Chief Program Officer]

**Approved:**

\_\_\_\_\_  
CPS Director of Real Estate

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### **EXHIBIT C** **Background Check Requirements**

Park District employees, agents, volunteers and subcontractors. Park District shall comply with the following requirements for each employee, agent, volunteer or subcontractor of Park District who may have contact with a CPS student as a result of this Agreement (individually and collectively “**Staff**”): (a) DNH Check (as hereafter defined), (b) Criminal History Records Check (as hereafter defined), (c) DCFS Check (as hereafter defined), and (d) such other procedures as may be determined necessary by the Board from time to time ((a), (b), (c) and (d) collectively, a “**Background Check**”). Contact via text messages, live chats, emails, telephone, in person, or through any other means shall be considered “**Contact**” for purposes of this Exhibit C. Park District shall not allow any Staff to: (1) be in the School building under this Agreement until the Board has completed a DNH Check; or (2) have Contact with CPS students until Park District has confirmed with the Board that each respective Staff has successfully completed the Criminal History Records Check in accordance with the following requirements:

- a. Do Not Hire Check. As an initial screening step that must be completed as part of the Background Check, the Board will perform a check of eligibility of each Staff that may be in the School building hereunder by checking the Board’s “Do Not Hire” (“**DNH**”) records (“**DNH Check**”). The Board will utilize the DNH Check process that the Board uses for its own prospective employees, agents, volunteers or subcontractors. Staff with a DNH designation shall not be allowed in the School building.
- b. Criminal History Records Check. Park District shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have Contact with CPS students through the process established by the Board, including using the Board’s contracted vendor for conducting such checks on all Staff, and otherwise in accordance with Section 34-18.5 of the School Code, the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) (“**Criminal History Records Check**”). The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have Contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access to the School building and shall not have Contact with any CPS student hereunder. A complete Criminal History Records Check includes the following:
  - i. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation;
  - ii. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry; and
  - iii. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.
- c. Department of Children and Family Services Check. At Park District’s own cost and expense, the Board shall have the right to check for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services (“**DCFS**”) State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff who may have Contact with CPS students (“**DCFS Check**”). Park District shall follow the directives and processes of the Board

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for initiating any DCFS Check and the results of each DCFS Check shall be adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not be allowed in the School building and shall not have Contact with any CPS student hereunder.

- d. Background Check Representations and Warranties. With respect to each Background Check, Park District further represents and warrants that Park District shall:
  - i. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed;
  - ii. Obtain and provide the Board with a signed copy of any release and consent required by the Board to conduct the Background Check from each of its prospective and current Staff in the form determined by, and as directed by the Board;
  - iii. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check;
  - iv. Not allow: (a) any Staff in the School building until a DNH Check has been completed by the Board; (b) any Staff who may have Contact with CPS students to have Contact with any CPS student until the Criminal History Records Check has been successfully completed and adjudicated by the Board for each such Staff, and the results of the Criminal History Records Check satisfy, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Exhibit, as may be amended; and (c) any Staff who has not successfully passed a DCFS Check to be in the School building under this Agreement;
  - v. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance by the Board of the Background Check and its update process; and
  - vi. Immediately terminate access to the School building for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.