

AGENDA
SPECIAL BOARD MEETING
TUESDAY, AUGUST 19, 2025
7:30 P.M.
Triphahn Center – Board Room

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
Motion to approve the agenda as presented.
4. COMMENTS FROM THE AUDIENCE
5. CHICAGO JUNIOR HOCKEY LICENSE AGREEMENT
6. APPROVAL OF SCHOOL DISTRICT 15 STAR AND CAMP/MAINTENANCE AGREEMENTS
Motion to approve the attached intergovernmental agreement with School District 15 for July 1, 2025 – June 30, 2026 for the STAR Before & After Care program.
AND
Motion to approve the attached intergovernmental agreement with School District 15 for September 1, 2025 – August 31, 2026 for facility usage in exchange for mowing and lawn maintenance services provided by HEParks staff.
7. ADJOURNMENT
Motion to adjourn the meeting.

MEMORANDUM NO. M25-081

To: Recreation & Facilities Committee
From: Craig Talsma Executive Director
Brian Bechtold, Deputy Director
Date: August 19, 2025
Re: Chicago Junior Hockey License Agreement

Please see the attached executed license agreement between the Hoffman Estates Park District and the Chicago Junior Hockey program for the use of the Triphahn Center Ice and Locker Room facilities.

Prior to execution and delivery of the agreement, Executive Director Craig Talsma received approval from the majority of the board.

**LICENSE AGREEMENT
BETWEEN THE HOFFMAN ESTATES PARK DISTRICT
AND
CHICAGO JUNIOR HOCKEY**

This LICENSE AGREEMENT (“License” or “Agreement”) is made this 11th day of August 11, 2025, by and between HOFFMAN ESTATES PARK DISTRICT, a municipal corporation organized pursuant to the Illinois Park District Code (“Park District”), and Chicago Junior Hockey (“CJH”). The Park District and CJH may be collectively referred to herein as “Parties” and individually as a “Party.”

SECTION 1. Background.

- A. The Park District owns and controls various parks within its jurisdiction, including a building known as the Triphahn Center Ice Arena, 1685 W. Higgins Road, Hoffman Estates, Illinois (the “Facility”); and
- B. CJH is a community organization supporting the sport of junior hockey in the greater Chicagoland area; and
- C. The Park District and CJH desire to cooperate for the purpose of CJH leasing from the Park District, on the terms and conditions set forth herein, an indoor ice arena at the Facility.

NOW, THEREFORE, in consideration for the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Park District and CJH hereby agree as follows

SECTION 2. License. The Park District hereby grants to CJH, and CJH accepts from the Park District, a license to use the Licensed Premises (as defined in Section 4), as described herein, during the periods set forth in this Agreement. The grant of this License shall be subject to the terms and conditions of this License Agreement.

SECTION 3. License Term.

A. This License shall be for a term (“Original Term”) beginning on August 11, 2025 (the “Commencement Date”) and ending on June 30, 2026.

B. Following the Original Term, the term of this License will be renewed for one successive one (1) year term commencing on July 1, 2026 and ending on June 30, 2027 (a “Renewal Term”), unless CJH gives notice of intent not to renew not less than 3 month before the expiration of the Original Term. The “Term” shall consist of the Original Term and the Renewal Term, if any, prior to the termination of this Agreement.

SECTION 4. Licensed Premises. The Licensed Premises shall consist of those portions of the Facility designed as a locker/clubhouse area, including the hot tub, dry sauna, wet sauna, HydroWorx hydrotherapy pool and related equipment (collectively, the “Installed Equipment”). The location of the Licensed Premises, as contemplated by the Parties, is shown as cross-hatched on **Exhibit A.**

SECTION 5. License Fees.

A. CJH shall pay the Park District as follows: (i) \$85,000 upon execution of this Agreement; and (ii) \$15,000 payable at the expiration of the Original Term of the Agreement (such payments, the “License Fee”), with the \$15,000 payment payable only if two Rinks are used by CJH other than as contemplated by Section 6(B)(i), provided, however, that if the Park District directs that CJH uses two Rinks for any reason, then such use by CJH shall not be deemed an use by CJH requiring the \$15,000 payment.

B. If the Facility is otherwise not available or accessible for use as a result of any Force Majeure Event (as defined in Section 21(G)), then the License Fee will be reduced on a pro rata basis by the amount of time the Force Majeure Event is ongoing.

C. Additional License Fees. The Parties acknowledge that the Facility is tax-exempt and does not pay any real estate taxes. In the event the treatment of the Facility for property tax purposes changes for any reason, as between the Park District and CJH, the Park District will be solely responsible and liable for any tax liability. Further, upon the occurrence of such event, the Park District will have the right to terminate this Agreement upon written notice to CJH, and CJH shall be entitled to a refund of any prepaid License Fee from the date of any such termination.

D. Delinquent Fees. Any undisputed License Fees which are not paid within thirty (30) days following the date such fees are due shall be considered delinquent. Delinquent fees shall bear interest at a rate equal to 10% per annum. The order of application of all payments shall be in the Park District's sole discretion.

SECTION 6. Use and Maintenance of the Licensed Premises.

A. CJH shall have access to the Licensed Premises on a 24/7 basis.

B. During the Term, on or before August 1 each year, the Park District and CJH shall jointly establish a written schedule for CJH's use of ice rink(s) at the Facility, which schedule shall substantially comply with the following parameters:

i. For the duration of the Term, CJH shall have exclusive use of:

a. Rink 1: 9:00 a.m. to 12:00 p.m. on Monday through Friday;

b. Rink 2: 1 hour, between 9:00 a.m. to 12:00 p.m. on Monday through Friday; and

c. Rink 1: 10:00 a.m. to 12:00 p.m., Saturday and Sunday.

- ii. Notwithstanding the foregoing, the amount of ice time during the Term shall not exceed 300 hours. During the Term, CJH shall be entitled to 50 hours from 10am-Noon on weekend days from October 1 through June 30.

C. **Unscheduled Time.** Any ice rink time described in the aforementioned parameters which is not scheduled by CJH will be available to the Park District for use by any other party without any compensation to CJH.

D. **Release of Scheduled Time.** CJH will use commercially reasonable efforts to deliver notice to the Park District on or before the first day of each month of the dates and times during the next succeeding month when CJH will not use the ice rink(s) (the “Released Time”). For example, and without limiting the generality of the foregoing, CJH will use commercially reasonable efforts to provide notice on or before October 1 of the ice rink times in November that will not be used by CJH. The Park District may use the ice rink(s) during the Released Time for any normal and customary use without any compensation to CJH.

E. **Operation of the Licensed Premise.** CJH will not allow the Licensed Premises to be used for any purpose other than that specified herein and will not permit any other organization to use said Licensed Premises, nor any part thereof, without prior notification to the Park District, and will not permit said Licensed Premises to be used for any unlawful purpose or for any purpose that will injure the reputation of the building or the Park District or unreasonably cause a fire hazard in the Facility. There shall not be kept nor used on said Licensed Premises any flammable or explosive materials or liquids unless directly related to CJH’s primary business. All flammable or explosive materials or liquids shall be stored properly and in strict conformance with all government standards. CJH shall adhere to and shall not in any manner, directly or indirectly,

violate the laws, ordinances, rules or regulations of any federal, state, county, city or other governmental authority or agency, including the Park District, in connection with the use and occupancy of the Facility or the Licensed Premises. CJH will not permit any signs, cards or placards to be painted or placed on the exterior of the Licensed Premises, nor permit any alteration of or addition to any part of said Licensed Premises, (except non-structural interior changes), except upon receipt of written consent of the Park District; all alterations and additions to said Licensed Premises shall remain for the benefit of the Park District unless otherwise agreed by the Parties.

F. General Maintenance. CJH shall during the Term be responsible for the maintenance of, and shall keep in good condition and repair, free of vermin and debris, the interior of the Licensed Premises, subject to reasonable wear and tear. CJH will comply with all federal, state or local general regulations, laws and ordinances applicable to the interior of the Licensed Premises. CJH will store in the Licensed Premises only such equipment as is necessary for the operation of its business and will store all trash and refuse in the appropriate containers within or at the Licensed Premises as designated by the Park District and will attend to the daily disposal thereof in a manner approved by the Park District. CJH will receive and deliver goods and merchandise at the Licensed Premises only in the manner and areas designated by the Park District and will conform to all reasonable rules and regulations which the Park District may make in the management and operation of the Facility. In the event CJH fail to comply with its duty to maintain the Licensed Premises as provided herein, CJH waives any claim against the Park District should the Park District, upon providing CJH with seven (7) days' notice of its intent to do so, enter onto the Licensed Premises to bring the Licensed Premises into repair as required by this Agreement solely at CJH's cost and expense. The Park District shall have no responsibility for the

maintenance, repair or replacement of any equipment, furnishings or installations made in the Licensed Premises or the Facility by CJH, nor for the maintenance, repair or replacement of the Installed Equipment.

G. Business Equipment. CJH shall be responsible, at its sole cost and expense, for the installation and maintenance of its own internal computer and telephone systems, including the installation and maintenance of all voice and data cabling. CJH shall be entitled to purchase cable television service from the local supplier, and the Park District will grant any and all necessary easements to enable such service to be delivered to the Licensed Premises. All installation and service shall be done using contractors acceptable to the Park District, said approval to not be unreasonably withheld. CJH shall have the right to install, at its sole cost and expense, no more than two (2) satellite systems on the roof of the building at which the Licensed Premises is located. Said satellite systems shall not exceed a standard size dish or twenty-four (24) inches, whichever is smaller.

SECTION 7. Park District Obligations. The Park District will perform the following duties and obligations during the Term of this License:

A. General Maintenance. Except as herein provided in Section 6(F), the Park District shall maintain the Facility, including the electronic scoreboards, if any, furnished by CJH and all of its other components and all adjoining parking areas, in good condition and repair during the Term, free of ice, snow, vermin and debris, and shall make any necessary repairs or replacements which are necessary to keep the Facility in good condition and repair, subject only to ordinary wear and tear and damage by fire and other casualty. The Park District will comply with all federal, state or local general regulations, laws and ordinances applicable to the Facility.

B. Repairs and Upgrades. Within the first year of the Term, Park District will, at no additional cost to CJH, repair the Licensed Premises to a first class condition, including but not limited to (i) replace the carpet and flooring; and (ii) enlarge the current equipment room, remove a wall, enclosing a door and install a work bench.

C. Operation of the Facility. At all times during the Term, the Park District will manage, operate, or cause to be managed and operated, the Facility, other than the Licensed Premises, as a first class, two-rink public ice skating facility. The Park District shall be responsible for the purchase and installation of all furnishings, fixtures and equipment, and hiring all personnel, necessary to operate the Facility in accordance with the foregoing standards and this Agreement, including all ice resurfacing vehicles.

SECTION 8. [Intentionally Omitted].

SECTION 9. [Intentionally Omitted].

SECTION 10. Parties Not Liable.

A. The Park District shall not be liable to CJH, its officers, employees, members, agents, volunteers or assigns for any damage occasioned by plumbing, gas, water, sprinkler, steam or other pipes or sewage, or the bursting, leaking or running of any tank, wash stand, water closet or water pipe in, above, upon or about the Facility, nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, except for any damages from negligent acts or omissions of the Park District, its officers, employees, agents or assigns or from breach of any of the Park District's obligations under Section 7(A) or 7(C).

B. CJH shall not be liable to the Park District, its officers, employees, members, agents, volunteers or assigns for any damage occasioned by plumbing, gas, water, sprinkler, steam or other pipes or sewage, or the bursting, leaking or running of any tank, wash stand, water closet

or water pipe in, above, upon or about the Facility, nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, except for any damages from negligent acts or omissions of CJH, its officers, employees, agents or assigns or from breach of any of CJH's obligations under Section 6(F).

SECTION 11. Possession at Termination. CJH will, at the termination of this Agreement by lapse of time or otherwise, yield up immediate possession of the Licensed Premises to the Park District.

SECTION 12. Hold Harmless; Insurance.

A. CJH covenants and agrees that it will protect and save and keep the Park District forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances caused by CJH's use of the Leased Premises, and will protect, indemnify and save and keep harmless the Park District against and from any and all claims, suits, actions and proceedings and against and from any and all loss, cost, damage or expense, including reasonable attorneys' fees, arising out of any failure of CJH in any respect to comply with and perform CJH's obligations set forth in this Agreement.

B. The Park District covenants and agrees that it will protect and save and keep CJH forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances caused by the Park District's use or operation of the Facility, and will protect, indemnify and save and keep harmless CJH against and from any and all claims, suits, actions and proceedings and against and from any and all loss, cost, damage or expense, including reasonable attorneys' fees, arising out of any failure of the Park District in any respect to comply with and perform the Park District's obligations set forth in this Agreement.

C. Throughout the Term, CJH shall maintain from an insurance company reasonably acceptable to the Park District (i) commercial general liability insurance which specifically covers the Licensed Premises and which specifically includes bodily injury, personal injury and property damage with limits of not less than \$2,000,000 per occurrence, with a \$5,000,000 umbrella, written on an occurrence-basis policy and which names the Park District as additional insureds; and (ii) property and casualty insurance coverage for the full replacement value of all of CJH's personal property located at the Facility. A certificate of insurance demonstrating such coverage shall be submitted to the Park District by CJH no later than ten (10) days before said insurance policy is renewed each year during the term of this Agreement.

D. Throughout the Term, the Park District shall purchase from an intergovernmental self-insurance pool commercial general liability insurance which specifically covers the Licensed Premises and which specifically includes bodily injury, personal injury and property damage with limits of not less than \$2,000,000 per occurrence, with a \$5,000,000 umbrella, written on an occurrence-basis policy and which names CJH or its designee as an additional insured. A certificate of insurance demonstrating such coverage shall be submitted to CJH no later than ten (10) days before said insurance policy is renewed each year during the term of this Agreement.

SECTION 13. Damage or Destruction. In addition to and not in lieu of each Party's right with regard to a Force Majeure Event, if the Facility is made untenable by fire or other casualty, both CJH and the Park District have the right to terminate this Agreement, without any penalty or liability to the other Party, as of the date of the fire or casualty by notice to the other Party. CJH and the Park District may also agree that the Park District will attempt to repair, restore or rehabilitate the Facility within 180 days after the occurrence of such fire or other casualty, in which event this Agreement shall not terminate but License Fees shall be abated on a per diem basis while

the Licensed Premises are untenable (and credited to the next succeeding payments of License Fee due hereunder). For purposes hereof, Facility shall be considered untenable so long as (a) the Licensed Premises or any material portion thereof are untenable, or (b) the Rinks are damaged or are undergoing repair or replacement to an extent that CJH will not have access thereto in accordance with and at the times provided for in this Agreement. The repair, restoration or rehabilitation of the Facility, including the Licensed Premises, shall be at the sole cost and expense of the Park District (except for any of CJH's personal property). If the Park District is attempting to repair, restore or rehabilitate the Facility and does not substantially complete the work within the 180-day period, either Party can terminate this Agreement as of the date of the fire or casualty by notice to the other Party. In the event of termination of this Agreement pursuant to this Section 13, License Fees shall be apportioned on a per diem basis and CJH shall be entitled to a refund of any prepaid License Fee from the date of the fire or casualty.

SECTION 14. [Intentionally Omitted].

SECTION 15. Capital Improvements. The Park District shall have the right, from time to time, at its own expense, to make all such capital alterations and improvements to the Facility or to the Licensed Premises as shall be reasonably necessary or appropriate, in the Park District's judgment, for the Park District's conduct of its business, provided that prior to the commencement of any capital alteration of any improvement of the Licensed Premises, CJH shall have approved, in all cases, in writing, the plans and specifications therefore which shall be submitted to CJH by the Park District. Such approval will not be withheld unreasonably. If within thirty (30) days after such plans and specifications have been submitted and delivered by the Park District to CJH for such approval, and if CJH shall not have given the Park District notice of disapproval thereof, then the plans and specifications shall be deemed approved by CJH.

SECTION 16. Utilities. The Park District shall furnish connections for domestic and sanitary water, gas and electricity for CJH's use in the Licensed Premises, and shall pay for all such utilities consumed by CJH in the Licensed Premises and elsewhere in the Facility during the Term.

SECTION 17. Use/Quiet Enjoyment. During CJH's use and occupancy hereunder and for so long as CJH is not in default, CJH shall have and be entitled to the quiet enjoyment with respect to the use and occupancy of the Licensed Premises and the other privileges herein granted without interruption or interference by any person, including, specifically, the Park District, except as otherwise specifically provided herein.

SECTION 18. Assignment/Sub-License. CJH shall not assign any of its rights under this Agreement or sublet any portion of the Licensed Premises without the written consent of the Park District which approval shall not be unreasonably withheld.

SECTION 19. Default by CJH.

A. If CJH shall materially default in any of its obligations under this Agreement, the Park District shall provide notice of default to CJH and afford CJH a period of ten (10) days for any monetary default and thirty (30) days for any non-monetary default to cure such default (unless the default involves a condition which is dangerous to persons or property, in which event such cure period shall be reduced to the minimum time necessary to correct such condition); provided, however, that if the default in question is a non-monetary default (other than a default involving dangerous conditions as aforesaid) which cannot be cured within such thirty (30) day period, then CJH shall be afforded such additional time as shall be required reasonably to cure such default if

CJH: (i) shall have commenced the appropriate cure within such initial thirty (30) day period; and;
(ii) thereafter proceed with reasonable diligence to cure such default.

B. If CJH shall be in default hereunder beyond the expiration of the cure period stated above, Park District shall have the right to terminate this Agreement upon written notice to CJH.

C. The remedies described in this Section 19 shall be in addition to any other remedy that Park District may have at law or in equity, including without limitation to seek:

- i. An action to recover moneys then due and owing from CJH together with interest thereon at the rate of ten (10%) percent per annum from the date such moneys were due to the date of judgment, plus reasonable attorneys' fees; and
- ii. An action for specific performance of non-monetary covenants and agreements on the part of CJH; provided that in no event shall CJH be liable for indirect or consequential damages suffered by the Park District, and the Park District shall in all events seek to mitigate its damages to the extent required by law.

SECTION 20. Default by the Park District.

A. If the Park District shall materially default in any of its obligations under this Agreement, CJH shall provide notice of default to Park District and afford Park District a period of thirty (30) days after receipt of notice to cure such default (unless the default involves a condition which is dangerous to persons or property, in which event such cure period shall be reduced to the minimum time necessary to correct such condition); provided, however, that if the default (other than a default involving dangerous conditions as aforesaid) which cannot be cured within such thirty (30) day period, then the Park District shall be afforded such additional time as

shall be required reasonably to cure such default if the Park District: (i) shall have commenced the appropriate cure within such initial thirty (30) day period; and; (ii) thereafter proceed with reasonable diligence to cure such default.

B. If the Park District shall be in default hereunder beyond the expiration of the cure period stated above, or if in the good faith judgment of CJH the existence of such default constitutes an immediate danger to property or to the safety, or health of persons, CJH shall have the right to terminate this Agreement upon written notice to the Park District.

C. The remedies described in this Section 20 shall be in addition to any other remedy that CJH may have at law or in equity, including without limitation to seek an action for specific performance of non-monetary covenants and agreements on the part of the Park District, provided that in no event shall Park District be liable for indirect or consequential damages suffered by the CJH, and CJH shall in all events seek to mitigate its damages to the extent required by law.

SECTION 21. General Provisions.

A. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

B. The covenants, terms, conditions, provisions and undertakings of this Agreement, or in any extensions thereof, shall extend to and be binding upon the successors and assigns of the parties hereto as if they were in every case named and expressed and wherever reference is made to either of the Parties hereto, it shall be held to include and apply also to the successors and assigns of such Party as if in each and every case so expressed.

C. The Parties agree to execute and deliver any instruments in writing, necessary to carry out any agreement, term condition or assurance in this Agreement, whenever the occasion shall arise and requested for such instrument shall be made.

D. This Agreement shall constitute the full and complete understanding between the Parties for the design, construction, operation and management of the Facility. There are no oral understandings, terms or conditions and neither Party has relied on any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented orally, but only by an agreement in writing and signed by the parties to this Agreement.

E. If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect unless so construing the Agreement would produce an inequitable result.

F. The parties at all times during the term of this Agreement shall act and deal in good faith with each other.

G. Force Majeure. Subject to each Party's rights under Section 13, neither Party hereto shall be in breach of this Agreement if performance is prevented or preempted because of an act of God, natural disaster, epidemic or pandemic, catastrophe, accident, fire, labor dispute, lockout, strike, riot or civil commotion, act of public enemy, governmental act or regulation, a day of national mourning, emergency or other circumstance or event beyond the reasonable control of the parties to this Agreement (any such occurrence a "Force Majeure Event").

H. Commitment to Equal Opportunity Practices. CJH shall abide by all Federal, State, and local equal opportunity employment practices.

I. Time is of the Essence. In all matters concerning or affecting this Agreement, time is of the essence.

J. Amendments. This Agreement may be amended at any time only by the mutual, written consent of both Parties in the manner provided by law.

K. Notices. Any notice required to be given hereunder shall be in writing and mailed, postage prepaid, by U.S. Certified Mail, Return Receipt Requested, or sent by Federal Express or other nationally recognized air courier service, addressed to the parties as follows unless a different address is later designated by either party under this notice provision:

For Notice to the Park District:

Executive Director
Hoffman Estates Park District
1685 West Higgins
Hoffman Estates, IL 60195-2998

with a copy sent to:

Adam B. Simon, Esq.
Ancel Glink, P.C.
140 S. Dearborn Street, Suite 600
Chicago, Illinois 60603

For Notice to CJH:

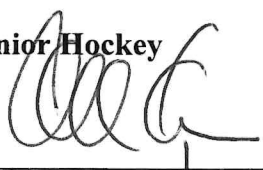
Chicago Junior Hockey
Adams & Reese, LLP
1600 West End Avenue, Suite 1400
Nashville, TN 37203
Attn: Maia Woodhouse

All notices shall be deemed received seven (7) business days after being mailed or earlier upon proof of actual receipt.

All consents, approvals, or permissions required to be obtained in accordance with this Agreement shall be in writing with respect to consents, approvals or permissions, provided by the Park District, consents, approvals or permissions, shall be duly given, unless otherwise specified when they are given by the Executive Director of the Park District. With respect to consents, approvals or permissions, provided by CJH, consents, approvals or permissions, shall be duly given, unless otherwise specified, when they are given by any designated officer of CJH.

In witness whereof, authorized representatives of the Parties have executed this Agreement effective as of the Commencement Date.

Chicago Junior Hockey

By: 
Name: Allan Kandelman
Title: CFO

Hoffman Estates Park District


By: 
Name: Craig Talsma
Title: Executive Director

EXHIBIT A

MEMORANDUM M25-080

TO: Recreation & Facilities Committee
FROM: Craig Talsma, Executive Director
Jennifer Sweeney, Director of Recreation
RE: School District 15 – STAR and Camp/Maintenance 25/26 Agreement
DATE: August 19, 2025

Motion

Recommend to the full board the approval of the attached intergovernmental agreement with School District 15 for July 1, 2025 – June 30, 2026 for the STAR Before & After Care program.

Recommend to the full board the approval of the attached intergovernmental agreement with School District 15 for September 1, 2025 – August 31, 2026 for facility usage in exchange for mowing and lawn maintenance services provided by HEParks staff.

Background

HEParks and School District 15 (SD15) have operated under two separate intergovernmental agreements since 2021: one for the STAR Before & After school program, and another for the use of space within their schools for our summer camps and basketball programs, in exchange for lawn maintenance services.

The STAR Before & After school program is offered at only one school within SD15, Frank C. Whitely Elementary School (Whitely). Our summer camps also use Whitely, and our basketball program is provided gym space at either Whitely or Thomas Jefferson Middle School.

Lawn mowing and maintenance services are provided within agreed-up turf areas at each school at no charge, in exchange for the free use of space for the camp and basketball programs.

Rationale

These two agreements are essentially a one-year extension, with no substantive changes from previous agreements.

SD15 charges HEParks \$90 per day of usage for the STAR program, which is discounted from their published facility usage fees.

Both SD15 and HEParks agree that it is a shared responsibility to offer a convenient childcare service to working parents in the Hoffman Estates community.

**INTERGOVERNMENTAL LICENSE AGREEMENT FOR
THE OPERATION OF A BEFORE AND AFTER SCHOOL STAR PROGRAM**

This Intergovernmental License Agreement for the Operation of a Before and After School STAR Program ("Agreement") is entered into as of the date of the last party to sign below, by and between the Board of Education of Community Consolidated School District No. 15, Cook County, Illinois ("School District"), and the Hoffman Estates Park District ("Park District"). The School District and Park District are hereinafter sometimes referred to individually as a "Party," and collectively as the "Parties."

WHEREAS, the School District and the Park District desire to cooperate in expanding public recreational opportunities to the community by providing quality before and after-school child care for the students who are enrolled in those schools listed in Exhibit A (the "School") and can benefit from structured recreational activities before and after the regular school day; and

WHEREAS, the Park District agrees to operate a before and after school care program at the Schools on the terms and conditions hereinafter set forth; and

WHEREAS, the School District desires to grant the Park District a license to operate the before and after school care program; and

WHEREAS, the School District and the Park District have the authority to enter into this Agreement pursuant to the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, and Article 7, Section 10 of the Constitution of the State of Illinois.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Park District Responsibilities. The Park District agrees to perform the following duties and responsibilities:

- a. Establish and operate a before and after school child care program, which shall be referred to as STAR, at the School (the "Program"), which shall be open to all students who are enrolled in grades kindergarten through fifth grade at Frank C. Whiteley Elementary School.
- b. Provide quality staff to perform child care services for the Program and who have all the necessary training, licenses and certificates required to provide the services for the Program.
- c. Should the Park District choose not to operate the Program during any school year due to low enrollment, the Park District must provide written notice to the School District of its intent to not operate the Program either for that school year overall or for any particular school to the extent of the Parties agreement. Such written notice from the Park District of its intent not to operate the program must be received by the School District no later than July 15th of the Initial Term or any subsequent Renewal Terms. Should the Park

District fail to provide such notice by this date, it will be obligated to operate the Program overall or for any particular school, in accordance with this Agreement, for the full school year regardless of enrollment. If the Park District chooses not to operate the Program, either overall or at any particular School, the School District may contract with another entity to operate a similar program. The Park District agrees that such use of the Schools by a third party shall not constitute a breach of this agreement or any other agreement between the School District and Park District.

- d. Provide all necessary materials for a successful and age-appropriate program.
- e. Establish and collect program registration fees sufficient to at least offset direct program expenses. The Park District shall retain all program revenue.
- f. To reimburse the School District for the costs it will incur as a result of this Agreement (including custodial costs and other miscellaneous costs), the Park District shall pay the School District a per diem fee, per School, in the amount of \$90.00, in the Initial Term, for each day that the Program is in session. The School District will invoice the Park District on a quarterly basis.
- g. Ensure that each Program staff member undergoes a criminal background check, in accordance with *School Code* Section 10-21.9(f), 105 ILCS 5/10-21.9(f), and the *Park District Code* Section 8-23, 70 ILCS 1205/8-23, prior to beginning work in the Program. The Parties agree to cooperate fully, and to execute and deliver any and all necessary documents and take all additional actions which may be necessary or appropriate, in order to facilitate the Park District's compliance with this subparagraph Lg. To the extent the School District performs any fingerprint criminal background checks for Program staff members, the School District shall invoice the Park District quarterly for the actual cost of any such background checks of its employees. For the Initial Term, the costs of such background checks is anticipated to be \$51.75 per background check.
- h. Comply with all applicable federal, state, county, and local laws, ordinances, rules, and regulations, including but not limited to: (i) student confidentiality laws such as the *Illinois School Student Records Act*, the *Illinois Mental Health and Developmental Disabilities Confidentiality Act*, and the federal *Family Educational Rights and Privacy Act*, and all rules and regulations governing the release of student records and medical records; and (ii) obtaining all necessary licenses and approvals to operate the Program.
- i. The Park District shall be responsible for the cost of any repairs necessitated by acts or omissions of their own employees, agents or invitees. In the event of such damages or repairs, the Park District shall promptly report the issue to the School District and reimburse the School District for the full cost of repair, at the School District's option, ordinary wear and tear excepted, as long as such costs are documented. The Park District will not be permitted to make any alterations or improvements to the Schools without the explicit written permission of the School District.

- j. Comply with all applicable requirements of Faith's Law (105 ILCS 5/22-94, added by P.A. 102-702, as may be amended) for Park District staff working at the Program.
 - k. At least once per year, the Park District shall provide inspections of all playgrounds at the Schools by an individual who has been qualified as a Certified Playground Safety Inspector by the National Recreation and Park Association. Such inspections shall be conducted in accordance with the guidelines, best practices, and standards of the National Program for Playground Safety. The Park District will supply the School District with a report of findings including recommendations to remedy hazards. The Park District will also conduct periodic inspections throughout the year.
 - l. The Park District shall provide priority registration benefits to all interested School District staff who reside within the School District's boundaries.
2. School District Responsibilities. The School District agrees to perform the following duties and responsibilities:
- a. Provide space for the Park District as detailed in Exhibit B. Notwithstanding the foregoing, the School District has the right to provide reasonable alternate space for the Program in order to effectively accommodate other School District or program needs.
 - b. Provide the Park District staff with access to the Schools thirty (30) minutes prior to the morning and afternoon sessions and fifteen (15) minutes after the morning and afternoon sessions end or until all children have been picked up.
 - c. Provide utilities and operational maintenance of the assigned program space and custodial services to maintain a safe and clean program environment.
 - d. Comply with all applicable federal, state, county, and local laws, ordinances, rules, and regulations, including but not limited to all laws, ordinances, rules and regulations pertaining to the operation of a public school, as such relates to this Agreement.
3. Term and Termination. The term of this Agreement shall commence on July 1, 2025, and shall terminate on June 30, 2026 ("Initial Term"). The Parties may renew this Agreement for additional one-year terms (a "Renewal Term") by mutual written agreement, which is to be provided by March 1" of the Initial Term or any Renewal Term. At the time of renewal, the Parties shall negotiate the per diem fee for each Renewal Term. This Agreement may be terminated at any time by mutual agreement of the Parties, or by the School District upon thirty (30) days' prior written notice.
4. Annual Meeting. The Parties shall meet annually to discuss the Program during the Initial Term and each Renewal Term.
5. Program Hours. The Program's morning and afternoon sessions shall operate during the hours provided on Exhibit B on all days when the Schools are in session. For any days when the

Schools are operating on an adjusted student schedule (including remote learning), the Program will operate as mutually agreed upon by the Parties.

6. Employment and Supervision. All Program staff members are and will remain employees of the Park District rather than the School District. The Park District shall be responsible for the payment of salaries and benefits, and the evaluation, supervision and direction of Program staff members. Notwithstanding the foregoing, the School District may request that the Park District remove a staff member from the Program if, in the School District's reasonable opinion, the staff member is not performing in compliance with the School District's policies and/or standards of conduct, and the School District determines, in its sole discretion, that the individual poses a risk to students or a disruption to School District operations. In such event, the School District shall notify the Park District of this determination in writing, and such employee must be immediately removed as a staff member in the Program. It remains the responsibility of the Park District alone, as the employer of such staff member, to make a determination about the employment status of such individual. The Park District shall be responsible thereafter for replacing him or her as soon as is reasonably practicable.

The Associate Superintendent shall serve as the School District's liaison for the Program. The Park District shall appoint a coordinator for the Program and site directors for each of the Schools. The Park District's Program coordinator shall provide the Associate Superintendent with the names and contact information for all site directors and provide updates to the list as needed. The site directors shall be responsible for the respective programs and activities at the Schools and other aspects related to the operation of the Program at their sites.

7. School District Property. Any property provided by the School District to the Park District for the operation of the Program, including any keys and school identification badges, must be signed out by the responsible Park District representatives and returned to the School District at the end of each school year or immediately upon request.

8. Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

9. Indemnification. The Park District agrees to indemnify, defend, and hold harmless the School District, its individual Board members, administrators, employees, volunteers and agents ("School District Indemnitees") from and against any and all claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorney's fees and court costs) arising from or in connection with the Park District's activities under this Agreement and any breach of this Agreement, except to the extent that said claims, demands, actions, liabilities, damages, costs and/or expenses have been caused by the negligent or intentional misconduct of the School District Indemnitees.

The School District shall defend, indemnify and hold harmless the Park District, its park commissioners, officers, employees and agents ("Park District Indemnitees") from and against any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys' fees and court costs (collectively, "Claims"),

suffered, incurred or sustained by any Park District Indemnitees, including, without limitation, liabilities for the death of or injury to any person or the loss, destruction or theft of or damage to any property, arising from or in connection with the School District Indemnitees, or any other person acting on their behalf or with their authority or permission or as a result of School District's breach of any provision of this Agreement, except to the extent that said claims, demands, actions, liabilities, damages, costs and/or expenses have been caused by the negligent or intentional misconduct of the School District Indemnitees. In the event of any injury to any person occurring at a School while any Park District employees are present, whether or not during the hours of operation of the Program, the Park District shall provide immediate notice to the Associate Superintendent (or his/her designee).

10. Insurance. Each Party shall obtain and maintain in full force and effect during the term of this Agreement, or any extension thereof, (a) Commercial General Liability Insurance with limits of not less than \$2,000,000 per occurrence, a general aggregate limit of not less than \$2,000,000, and umbrella coverage with limits not less than

\$2,000,000; (b) Worker's Compensation Insurance in the statutory amounts and Employer's Liability Insurance with limits of at least \$500,000 each accident for bodily injury by accident and each employee for bodily injury by disease; and (c) Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limits for bodily injury and property damage, on all vehicles owned or operated for purposes of the Program. Each Party's General Liability insurance policy and the Park District's Automobile Liability insurance policy shall name the other Party's indemnitees identified in Paragraph 8 as additional insureds on the above-required policies. The Park District also agrees to obtain and maintain in full force and effect statutory Workers' Compensation Insurance. All policies, with the exception of Workers' Compensation, must be on an occurrence basis, not a claims made basis.

The minimum insurance coverage specified in this Paragraph 10 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Prior to the commencement of this Agreement or any extensions thereof, and upon request of either Party, each Party shall furnish the other Party with the above-described Certificates of Insurance and applicable policies and endorsements thereto, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

11. Governing Law and Severability. This Agreement shall be construed in accordance with the laws of the State of Illinois. If any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and each remaining term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law. Jurisdiction over any dispute shall be in the Circuit Court of Cook County, Illinois.

12. No Waiver of Tort Immunity. Nothing contained in this Agreement shall be construed or deemed to diminish or constitute a waiver or relinquishment by any Party of the rights, privileges, defenses and immunities available or afforded to it under the *Illinois Local Governmental and Governmental Employee's Tort Immunity Act* or under other State statutes affording similar protections.

13. Notice. Notices shall be deemed properly given hereunder if in writing and either emailed, hand delivered, or sent by United States mail to the Parties at their respective addresses provided below, or as any Party may otherwise direct in writing to the other Party from time to time:

If to School District:

Community Consolidated School
District No. 15
580 North First Bank Drive
Palatine, Illinois 60067

Attn: Assoc. Superintendent
lazors@ccsd15.net

If to Park District:

Hoffman Estates Park
District
1685 W. Higgins Rd.
Hoffman Estates, Illinois
60169 Attn: STAR Program
Manager
jsweeney@heparks.org

Notices sent by United States Mail or email shall be deemed delivered on the day after it is sent, and notices hand delivered shall be deemed given on the date of delivery.

14. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the use of the Schools in connection with the Program and cannot be modified except in a writing, dated subsequent to the date hereof and signed by all Parties.

15. No Joint Venture. Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither the Park District nor School District shall have the power to bind or obligate each other except as to the extent expressly set forth in this Agreement. Neither the Park District nor its individual employees, contractors, officers, or volunteers shall be deemed employees or agents of the School District, nor shall the Park District represent or hold out any of its programs or activities as being conducted, sponsored or otherwise approved by the School District.

16. Sublicense and Assignment. The Park District shall not sublicense, assign or delegate this Agreement or any part thereof without the prior written consent of the School District, which may be withheld in its sole discretion.

17. Authority. The individual officers of Park District and School District who have executed this Agreement represent and warrant that they have the full power and lawful authority to execute this Agreement and perform and fulfill the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective governing boards.

18. Multiple Counterparts. This Amendment may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute but one and the same instrument. In the event any signature is delivered by facsimile or by e-mail delivery of a scanned PDF file, such signature shall create a valid and binding obligation of the Party with the same force and effect as if the facsimile or scanned PDF signature page were an original thereof.

19. Existing Agreement. The Parties agree that this Agreement takes precedence over any other existing agreements between or among the Parties concerning the use of facilities.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Park District and the School District have caused this Agreement to be executed on the date(s) set forth below.

BOARD OF EDUCATION OF
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 15

HOFFMAN ESTATES PARK DISTRICT

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

**Community Consolidated School District No. 15
Schools included in Hoffman Estates Park District STAR Program**

Frank C. Whiteley Elementary School ("FCW")
4335 Haman Avenue
Hoffman Estate, IL 60192

Exhibit B

STAR Program Times and General Room Use

SCHOOL	AM START TIME	AM END TIME	MON- THU PM START TIME	FRIDAY PM START TIME	PM END TIME	ROOM USED	ROOM USED
FCW	6:45 AM	8:25 AM	3:05 PM	2:15 PM	6:00 PM	Gym	Multipurpose Room

**INTERGOVERNMENTAL LICENSE AGREEMENT FOR
USE OF SCHOOL DISTRICT PROPERTY**

This Intergovernmental License Agreement (“Agreement”) is entered into as of the date of the last party to sign below, by and between the Board of Education of Community Consolidated School District No. 15, Cook County, Illinois (“School District”), and the Hoffman Estates Park District (“Park District”). The School District and Park District are hereinafter sometimes referred to individually as a “Party,” and collectively as the “Parties.”

WHEREAS, the School District and the Park District desire to cooperate in expanding public recreational opportunities to the community by providing the Park District with priority access to use of the following schools (the “Schools”):

1. Frank C. Whitely Elementary School
4335 Haman Avenue
Hoffman Estate, IL 60192
2. Thomas Jefferson Middle School
3805 Winston Drive
Hoffman Estates, IL 60192

WHEREAS, the School District desires to grant the Park District a license for priority use of the Schools for operation of the Park District’s programs; and

WHEREAS, the School District and the Park District have the authority to enter into this Agreement pursuant to the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, and Article 7, Section 10 of the Constitution of the State of Illinois.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Priority of Use.
 - a. The School District grants to the Park District the use of the Schools as follows:
 - i. Use of Frank C. Whitely Elementary School and its playground facilities during the summer, starting June 15, 2026, for eight weeks. The use shall be on Mondays through Thursdays from 8:30am-3:45pm; and
 - ii. Use of one of the Schools (to be mutually agreed upon) during the winter basketball season from December through early March. The use will be a maximum of four nights per week from 6-9pm.

- b. Such use shall be without charge if the School District's custodians are already assigned to said facilities as part of their normal work schedule. If the School District incurs any out-of-pocket expenses such as unscheduled overtime and any utility usage costs outside of the normal building usage hours, such costs shall be billed to the Park District. If the Park District schedules the school building for during any other times, fees approved by the Board of Education shall be charged. Use of the Schools by the School District or its parent organizations shall take priority over the Park District's use.
- c. Park District may only use the Schools in conjunction with its recreational programs. Park District represents that it will provide quality staff who have all the necessary training, licenses and certificates required to supervise and operate its programs.
- d. Park District shall comply with all applicable School District rules, and all applicable federal, state, county, and local laws, ordinances, rules, and regulations, including but not limited to: (i) student confidentiality laws such as the Illinois School Student Records Act, the Illinois Mental Health and Developmental Disabilities Confidentiality Act, and the federal Family Educational Rights and Privacy Act, and all rules and regulations governing the release of student records and medical records; (ii) obtaining all necessary licenses and approvals to operate the Program; and (iii) compliance with all health and safety protocols.
- e. The Park District shall be responsible for the cost of any repairs necessitated by acts or omissions of their own employees, agents or invitees. In the event of such damages or repairs, the Park District shall promptly report the issue to the School District and reimburse the School District for the full cost of repair, at the School District's option, ordinary wear and tear excepted. The Park District will not be permitted to make any alterations or improvements to the Schools without the explicit written permission of the School District.

2. Park District Responsibilities.

- a. **Mowing and Lawn Maintenance.** The Park District agrees to mow grounds at the Schools as outlined in Appendixes A and B hereto. Each fall, the Park District will perform top seeding of all fields at the Schools. The School District will be responsible for controlling traffic on these areas following top seeding. Each fall, the Park District will apply one application of herbicide to prevent growth of dandelions and other undesirable weeds at the Schools. Each spring, the Park District will apply one application of fertilizer at the Schools. Prior to the application of any fertilizers or weed control treatments, the Park District will provide the School District with material data sheets. The Park District will give the School District an annual schedule of herbicide, fertilizer, and pesticide application and at least a two-week notice to School District prior to applications. Applications must occur outside of school hours.

- b. *Refuse.* The Park District will provide sufficient refuse containers during soccer and baseball season, and any other scheduled Park District programs on a regular basis and will dispose of all waste.
 - c. *Playground Inspection.* Notwithstanding any provision in any other agreement between the Parties, the Park District will provide a playground inspection, completed by a Certified Playground Inspector, for the playgrounds at the Schools, at least six times per year. Such inspections shall be conducted in accordance with the guidelines, best practices, and standards of the National Program for Playground Safety. It is mutually understood that the Park District does not by virtue of services rendered to the School District expressly or impliedly undertake to perform or assume any duty owed by the School District to any of the School District's employees, students, visitors or other third persons in respect to the safe/healthful maintenance and/or operation of the facilities/properties where the Park District's services are performed. The Park District makes no warranties of any kind, express, implied or statutory, including, but not limited to, warranties for merchantability and fitness for a particular purpose, as to its findings, recommendations, specifications, or advice except that they shall be prepared in accordance with the Park District's own practices.
 - d. *Standard of Care.* The Park District will provide the foregoing services in the same manner as it provides generally for its own park properties. If during the course of performing such services, the Park District observes any item needing repair or other maintenance/risk management consideration, it will promptly advise the School District. It is understood that School District is solely responsible for making or causing to be made any and all recommended repairs or adopting any maintenance/risk management recommendation made by Park District, the same being and remaining within the sole discretion of School District.
3. Term and Termination. The term of this Agreement shall commence on September 1, 2025, and shall terminate on August 31, 2026 ("Initial Term"). The Parties may renew this Agreement for additional one-year terms (a "Renewal Term") by mutual written agreement, including any revisions to the permitted use of the Schools. Either party may terminate this Agreement for cause, upon thirty (30) days written notice, provide the other party does not cure the breach during the thirty (30) day notice period. The School District may suspend the Park District's use of any portion of the Schools if necessary (as determined by the School District) in connection with any school improvement project, or to protect the health or safety of students or staff, or as needed for school purposes.
4. School District Property. Any property provided by the School District to the Park District for the operation of the Program, including any keys and school identification badges, must be signed out by the responsible Park District representatives and returned to the School District at the end of each school year or immediately upon request.
5. Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly,

to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

6. Indemnification. The Park District shall indemnify, defend, and hold harmless the School District, its individual Board members, employees, and agents (“School District Indemnitees”) from and against any and all claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorney’s fees and court costs) arising from or in connection with the Park District’s activities under this Agreement and any breach of this Agreement, except to the extent that said claims, demands, actions, liabilities, damages, costs and/or expenses have been caused by the negligent or intentional misconduct of the School District Indemnitees.

The School District shall defend, indemnify and hold harmless the Park District, its park commissioners, employees and agents (“Park District Indemnitees”) from and against any and all claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorney’s fees and court costs) arising from or in connection with the School District’s activities under this Agreement and any breach of this Agreement, except to the extent that said claims, demands, actions, liabilities, damages, costs and/or expenses have been caused by the negligent or intentional misconduct of the School District Indemnitees.

In the event of any injury to any person occurring at a School while any Park District employees are present, whether or not during the hours of operation of the Program, the Park District shall provide immediate notice to the Superintendent (or his/her designee).

7. Insurance. Each Party shall obtain and maintain in full force and effect during the term of this Agreement, or any extension thereof, (a) Commercial General Liability Insurance (including sexual misconduct coverage) with limits of not less than \$2,000,000 per occurrence, a general aggregate limit of not less than \$2,000,000, and umbrella coverage with limits not less than \$2,000,000; (b) Worker’s Compensation Insurance in the statutory amounts and Employer’s Liability Insurance with limits of at least \$500,000 each accident for bodily injury by accident and each employee for bodily injury by disease; and (c) Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limits for bodily injury and property damage, on all vehicles owned or operated for purposes of the Program. Each Party’s General Liability insurance policy and the Park District’s Automobile Liability insurance policy shall name the other Party’s indemnitees identified in Paragraph 6 as additional insureds on the above-required policies. The Park District also agrees to obtain and maintain in full force and effect statutory Workers’ Compensation Insurance. All policies, with the exception of Workers’ Compensation, must be on an occurrence basis, not a claims made basis.

The minimum insurance coverage specified in this Paragraph 7 may be provided by self- insurance,

participation in a risk management pool, commercial policies of insurance, or a combination thereof. Prior to the commencement of this Agreement or any extensions thereof, and upon request of either Party, each Party shall furnish the other Party with the above-described Certificates of Insurance and applicable policies and endorsements thereto, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

8. Governing Law and Severability. This Agreement shall be construed in accordance with the laws of the State of Illinois. If any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and each remaining term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
9. No Waiver of Tort Immunity. Nothing contained in this Agreement shall be construed or deemed to diminish or constitute a waiver or relinquishment by any Party of the rights, privileges, defenses and immunities available or afforded to it under the *Illinois Local Governmental and Governmental Employee's Tort Immunity Act* or under other State statutes affording similar protections.
10. Notice. Notices shall be deemed properly given hereunder if in writing and either emailed, hand delivered, sent by United States mail to the Parties at their respective addresses provided below, or as any Party may otherwise direct in writing to the other Party from time to time:

If to School District:

Community Consolidated
District School District No. 15
580 N. First Bank Drive
Palatine, IL 60067
Attn: Chief School Business Official
mccluskd@ccsd15.net

If to Park District:

Hoffman Estates Park
Park District
1685 W. Higgins Rd.
Hoffman Estates, IL 60169
Attn: Executive Director
ctalsma@heparks.org

Notices sent by United States Mail or email shall be deemed delivered on the day after it is sent, and notices hand delivered shall be deemed given on the date of delivery.

11. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the use of the Schools in connection with the Program and cannot be modified except in a writing, dated subsequent to the date hereof and signed by all Parties.
12. No Joint Venture. Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither the Park District nor School District shall have the power to bind or obligate each other except as to the extent expressly set forth in this Agreement. Neither the Park District nor its individual employees, contractors, officers, or volunteers shall be deemed employees or agents of the School District, nor shall the Park District represent or hold out any of its programs or activities as being conducted, sponsored or otherwise approved by the School District.

13. Sublicense and Assignment. The Park District shall not sublicense, assign or delegate this Agreement or any part thereof without the prior written consent of the School District, which may be withheld in its sole discretion.
14. Authority. The individual officers of Park District and School District who have executed this Agreement represent and warrant that they have the full power and lawful authority to execute this Agreement and perform and fulfill the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective governing boards.
15. Multiple Counterparts. This Amendment may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute but one and the same instrument. In the event any signature is delivered by facsimile or by e-mail delivery of a scanned PDF file, such signature shall create a valid and binding obligation of the Party with the same force and effect as if the facsimile or scanned PDF signature page were an original thereof.
16. Existing Agreement. The Parties agree that this Agreement takes precedence over any other existing agreements between or among the Parties concerning the use of facilities. Provided, however, that the Parties do not intend for this Agreement to disturb the Intergovernmental License Agreement for the Operation of a Before and After School STAR Program, except with respect to playground inspection requirements.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Park District and the School District have caused this Agreement to be executed on the date(s) set forth below.

**BOARD OF EDUCATION OF
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 15**

HOFFMAN ESTATES PARK DISTRICT

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Its: _____

Its: _____

Date: _____

Date: _____

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Appendix A: Pine Park & Thomas Jefferson Mowing Map



Appendix B: Whiteley School Mowing Map

4335 Haman Ave.

