

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GENESEO, IL AND  
THE GENESEO COMMUNITY UNIT SCHOOL DISTRICT #228  
FOR THE PURPOSES OF PROMOTING SHARED RECREATION SPACE

This agreement is made this 14<sup>th</sup> day of June, 2018, by and between the CITY OF GENESEO, ILLINOIS an Illinois municipal corporation (hereinafter referred to as "CITY") and the GENESEO COMMUNITY UNIT SCHOOL DISTRICT #228, an Illinois public school district (hereinafter referred to as "SCHOOL");

WITNESSETH:

Whereas, the CITY owns Richmond Hill Park, a public recreational park containing baseball diamonds, soccer fields, and other areas used for recreational activities; and

Whereas, the SCHOOL owns space where ten (10) tennis courts will be located in the area west of Geneseo High School; and

Whereas, the SCHOOL has in the past used Richmond Hill Park's facilities as practice and play areas for its athletic teams, physical education classes, and other school-sponsored and school-supervised activities, and wishes to continue to do so; and,

Whereas, the CITY will no longer be maintaining tennis courts for SCHOOL use, and the CITY wishes for opportunities for some public access to the SCHOOL tennis courts.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. The CITY hereby grants the SCHOOL the use of any and all areas of Richmond Hill Park for the purposes required by the SCHOOL in connection with its athletic and physical education programs and other school-related activities. This use will include, but not be limited to, Stone Field for baseball; and that portion of the Park that may be appropriate for use by the Middle School and High School cross country teams. Use may also include, but not be limited to other buildings, structures, and facilities related thereto that currently exist within the Park.
2. The CITY hereby agrees that all maintenance of the grounds and facilities at Richmond Hill Park shall be the responsibility of the CITY. The SCHOOL agrees that all maintenance of the grounds and facilities at the tennis courts on school district property shall be the responsibility of the SCHOOL.
3. The SCHOOL's right to use Richmond Hill Park as herein above set forth shall have priority over use by any non-school groups or individuals, but if the SCHOOL is not using any areas of the Park, such groups or individuals have the ability to use such areas as long as such use does not interfere with the SCHOOL's use. However, priority use of shelters at the Park shall be based on reservation of those shelters.

4. The SCHOOL's right to use Richmond Hill Park as herein above set forth shall be in effect during the normal school year, and any other times corresponding to regularly scheduled practices of its athletic teams or sanctioned events of other school-related activities.
5. The SCHOOL, in order to satisfy wishes expressed by the CITY, **when possible**, shall establish days and times where at least **five** of the tennis courts may be made available for public use, **so long as the SCHOOL has not scheduled an event that uses all courts**. This shall be considered "open and free" use of the facilities. The SCHOOL also reserves the right to make the courts available for rental by non-school/private groups in accordance with its policies and procedures established by the Board of Education for Facility Rental.
6. The SCHOOL and CITY agree that for the duration of this Agreement, no leasing fees, nor any payments that may be interpreted as rent or leasing fees shall be exchanged.
7. The SCHOOL shall hold the CITY harmless from any and all injuries and damages to persons and/or property arising out of the SCHOOL's use of Richmond Hill Park as herein set forth, and shall include the CITY as an additional insured on the SCHOOL's liability insurance policy. The SCHOOL assumes all risks regarding its use of the Park, and has made such inspections of the areas it will use, including, but not limited to, buildings, structures, and facilities, as it has deemed necessary before entering into this Agreement.
8. In the event of a breach of this Agreement, the non-breaching party shall have available to it all remedies at law and equity, and shall be entitled to recover reasonable attorneys' fees and court costs, if necessary.
9. Time shall be of the essence in the performance of this Agreement.
10. This Agreement shall not cover activities sponsored by Booster Groups, Youth Athletic Associations, or any entity not directly covered by policies of the School Board of Education.
11. This Agreement shall be terminated on June 30, 2028, but may be renewed by the parties upon mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 14<sup>th</sup> day of June, 2018.

CITY OF GENESEO, ILLINOIS

GENESEO CUSD #228

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Kathy Carroll-Duda, Mayor

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Douglas Ford, Board President

Attest:

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