



HOMEWOOD-FLOSSMOOR PARK DISTRICT
Committee Meeting of the Board of Park Commissioners

Goldberg Administration Center
3301 Flossmoor Rd., Flossmoor, Illinois 60422

July 7, 2026 – 7:00 p.m.

AGENDA

1. ROLL CALL
2. CHANGE IN AGENDA
3. COMMENTS FROM VISITORS (Visitors are asked to sign the Guest List)
4. DISCUSSION TOPICS
 - a. Girls Co-op Intergovernmental Agreement*
 - b. Irwin Park Discussion
 - c. Apollo Ballfields
 - d. Friends of the Homewood-Flossmoor Park District Foundation
5. DIRECTOR'S REPORT AND COMMISSIONERS' COMMENTS: Discussion and questions regarding Park District operations.
6. ADJOURNMENT
 - Next Regular Board Meeting: July 21, 2026 7:00 pm
 - Next Committee Meeting: August 4, 2026 7:00 pm

** Indicates report sent*

Mission Statement of the Homewood-Flossmoor Park District

To enhance the quality of life through diverse and inclusive recreational opportunities, facilities and parks while caring for the environment.

Any inquiries regarding this Agenda may be made by calling (708) 957-0300.

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact Oralethea Davenport, the Park District's ADA Compliance Officer, at the Goldberg Administrative Center, 3301 Flossmoor Road, by mail to 3301 Flossmoor Road, Flossmoor, Illinois 60422, by phone at (708) 957-0300, Monday through Friday 8:00 am until 5:00 pm or by email odavenport@hfparks.com at least 12 hours prior to the meeting. Requests for a qualified ASL interpreter generally require at least 5 business days' advance notice. For the deaf or hearing impaired, please use the Illinois Relay Center voice only operator at (800) 526-0857.

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
HOMEWOOD-FLOSSMOOR PARK DISTRICT
AND
[Insert Participating Agencies]
For Joint Use of Facilities, Programs and Leagues

THIS AGREEMENT made and entered into this ___th day of _____ 20___, by and between the Board of Park Commissioners of the Homewood-Flossmoor Park District, an Illinois unit of local government in Cook County (hereinafter referred to as the "Park District") and the Board of Trustees of the [Insert Participating Agencies], an Illinois unit of local government in Cook County (hereinafter referred to as the "[Insert Participating Agencies]") (collectively hereinafter referred to as the "Parties").

WHEREAS, both the Park District and the [Insert Participating Agencies] own programmable field and indoor play and recreation spaces; and,

WHEREAS, the Park District and [Insert Participating Agencies] desire to enter into this agreement in order to facilitate the programming that serves their constituents and customers and use of the parties' properties; and

WHEREAS, the parties are authorized to enter into this Intergovernmental Agreement pursuant to Article 7, Section 10 of the Illinois Constitution, the Intergovernmental Cooperation Act, and the Park District Code, all of which govern the powers of the Park District and the [Insert Participating Agencies].

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Program Ownership and Sponsorship.

The programs listed on the Program List attached hereto as Exhibit A ("Programs") shall be formally recognized as programs of the Party conducting each program, as designated on the Program List (the "Sponsoring Party"), and will be operated by the Sponsoring Party subject to the Sponsoring Party's rules, policies, and procedures, and staffed solely by the Sponsoring Party's employees.

2. Duties for Programs.

In addition to other obligations set forth herein, the Parties shall each perform the following:

A. Park District

1. Provide publicity and registration information for the Programs for which the Park District is the Sponsoring Party ("Park District Programs") in the Park District Brochure and on its website and through any other standard or ordinary means the Park District shall, in its sole discretion, elect.
2. The Park District programs will be subject to Park District program and registration policies and procedures.

3. The Park District shall hire and designate an employee or contractor for each Park District Program and, in conjunction with him/her, approve the dates, times, age levels, participant-to-instructor ratios, and general description of program curriculum. The Park District shall have sole and final authority over the hiring, performance, discipline and firing of any and all Park District program employees and contractors.
4. Coordinate the use of Park District or [Insert Participating Agencies] facilities with [Insert Participating Agencies] Recreation Department through the respective Recreation Directors or their designees.
5. Provide access to and use of Park District facilities for Park District Programs.
6. Establish pricing for the Park District Programs
7. Administer registration, payment and collection of fees for Park District Programs including collection of general Park District and [Insert Participating Agencies] program waivers (**Exhibit B**) from each participant.
8. Invoice [Insert Participating Agencies] for direct costs for items including, but not limited to staff shirts, uniforms, t-shirts, league fees, officiating fees, employee salaries and programs and leagues supplies, as well as 10% of gross revenue received by the [Insert Participating Agencies] through registration to compensate for administration fees tied to indirect costs.
9. Open Park District Program registration to [Insert Participating Agencies] residents (regardless of Park District residency) at "Park District resident pricing" for all Park District Programs that take place on Park District Facilities.
10. Provide inclusion services in compliance with the Americans with Disabilities Act.
11. Recruit, hire, train, compensate and supervise all Park District employees and volunteers of Park District Programs.
12. Serve as the administrative employing agency for Park District Program staff, including: payroll processing, maintaining workers' compensation, general liability and employment practices insurance for programs and leagues staff; and providing all required wage-related expenses.
13. Conduct background checks on all Park District Program employees in accordance with the mandatory background check requirements of Park District Code, 70 ILCS 1205 8-23. In addition, conduct background checks through the Illinois Department of Children and Family Services on all Park District Program employees interacting with children.
14. Provide instructors with an attendance sheet listing all registrants for each Park District Program.
15. If applicable in a Park District Program, perform initial field lining and maintain lines for fields on Park District-owned property. Perform required daily field preparation on fields.

16. Provide access to reasonably available Park District athletic equipment for Park District Program participant use (e.g., balls, hoops, cones, pilons, volleyball standards and nets, other applicable equipment, etc.).

B. [Insert Participating Agencies]

1. Provide publicity and registration information for Programs for which the [Insert Participating Agencies] is the Sponsoring Party (“[Insert Participating Agencies] Programs”) in the [Insert Participating Agencies] Brochure and on its website and through any other standard or ordinary means the [Insert Participating Agencies] shall, in its sole discretion, elect.
2. The [Insert Participating Agencies] Programs will be subject to [Insert Participating Agencies] program and registration policies and procedures.
3. The [Insert Participating Agencies] shall hire and designate an employee or contractor for each [Insert Participating Agencies] Program and, in conjunction with him/her, approve the dates, times, age levels, participant-to-instructor ratios, and general description of program curriculum. The [Insert Participating Agencies] shall have sole and final authority over the hiring, performance, discipline and firing of any and all [Insert Participating Agencies] program employees and contractors.
4. Coordinate the use of Park District or [Insert Participating Agencies] facilities with Park District through the respective Recreation Directors or their designees.
5. Provide access to and use of [Insert Participating Agencies] facilities for [Insert Participating Agencies] Programs.
6. Establish pricing for the [Insert Participating Agencies] Programs
7. Administer registration, payment and collection of fees for the [Insert Participating Agencies] Programs including collection of general Park District and [Insert Participating Agencies] program waivers (**Exhibit B**) from each participant.
8. Invoice Park District for direct costs for items including, but not limited to staff shirts, uniforms, t-shirts, league fees, officiating fees, employee salaries and programs and leagues supplies, as well as 10% of gross revenue received by the Park District through registration to compensate for administration fees tied to indirect costs.
9. Open [Insert Participating Agencies] Program registration to Park District residents (regardless of [Insert Participating Agencies] residency) at “[Insert Participating Agencies] resident pricing” for all [Insert Participating Agencies] Programs that take place on [Insert Participating Agencies] Facilities.
10. Provide inclusion services in compliance with the Americans with Disabilities Act.
11. Recruit, hire, train, compensate and supervise all [Insert Participating Agencies] employees and volunteers of [Insert Participating Agencies] Programs.

12. Serve as the administrative employing agency for [Insert Participating Agencies] Program staff, including: payroll processing, maintaining workers' compensation, general liability and employment practices insurance for [Insert Participating Agencies] Program staff; and providing all required wage-related expenses.
13. Conduct background checks on all [Insert Participating Agencies] Program employees in accordance with the mandatory background check requirements of Park District Code, 70 ILCS 1205 8-23. In addition, conduct background checks through the Illinois Department of Children and Family Services on all [Insert Participating Agencies] Program employees interacting with children.
14. Provide instructors with an attendance sheet listing all registrants for the [Insert Participating Agencies] Programs.
15. If applicable to a [Insert Participating Agencies] program, perform initial field lining and maintain lines for fields on [Insert Participating Agencies]-owned property. Perform required daily field preparation on fields.
16. Provide access to reasonably available [Insert Participating Agencies] athletic equipment for Village Program participant use (e.g., balls, hoops, cones, pilons, volleyball standards and nets, other applicable equipment, etc.).

3. **Conduct.** The Park District agrees to conduct the District Programs in such a manner as to minimize disturbances to the surrounding neighborhoods including, but not limited to, removal of litter after an event, adherence to parking requirements and restrictions, and the [Insert Participating Agencies] schedule of uses. The Park District shall, in its sole discretion, have the authority to determine if any of the [Insert Participating Agencies] facilities are safe and/or suitable for any intended or contemplated use by the programs and leagues. For the safety of the public, patrons and students, the [Insert Participating Agencies] and the Park District will both inspect and monitor all facilities throughout use by the programs and leagues.

The [Insert Participating Agencies] agrees to conduct the [Insert Participating Agencies] Programs in such a manner as to minimize disturbances to the surrounding neighborhoods including, but not limited to, removal of litter after an event, adherence to parking requirements and restrictions, and the Park District's schedule of uses. The [Insert Participating Agencies] shall, in its sole discretion, have the authority to determine if any of the Park District facilities are safe and/or suitable for any intended or contemplated use by the programs and leagues. For the safety of the public, patrons and students, the [Insert Participating Agencies] and the Park District will both inspect and monitor all facilities throughout use by the programs and leagues.

4. **Indemnification.** The Park District shall indemnify and hold harmless the [Insert Participating Agencies], including its individual Board members, officers, employees, volunteers and agents ("[Insert Participating Agencies] Indemnitees") from and against all claims, demands, actions, liabilities, damages, costs and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), arising from or in connection with the Park District's activities under this Agreement, except to the extent caused in part or in whole by the [Insert Participating Agencies] Indemnitees.

The [Insert Participating Agencies] shall indemnify and hold harmless the Park District, including its individual Board members, officers, employees, volunteers and agents ("Park District Indemnitees") from and against all claims, demands, actions, liabilities, damages, costs and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), arising from or in connection with the [Insert Participating Agencies] activities under this Agreement, except to the extent caused in part or in whole by the Park District Indemnitees..

5. **Insurance.** In furtherance, and not in limitation of the Park District's obligations under this agreement, the Park District shall keep in force at all times during the term of this agreement Commercial General Liability Insurance specifically including bodily injury, personal injury, contractual liability and property damage with limits of not less than \$3,000,000 per occurrence, written on an occurrence basis and at all times naming the [Insert Participating Agencies], its public officials, employees, volunteers and agents as additional insured. In the event that the Park District is self-insured, a member of an intergovernmental pool or provides for its risk financing by a means other than commercial insurance, the Park District shall keep in force at all times during the term of this agreement, Auto Liability coverage specifically including bodily injury, personal injury, contractual liability and property damage limits of not less than \$3,000,000 per occurrence provided on an occurrence basis and at all times specifically extending that coverage to the [Insert Participating Agencies], its public officials, employees, volunteers, and agents as additional insured. In addition, the Park District shall furnish certificates of the insurance and/or coverage in place as required herein.

In furtherance, and not in limitation of the [Insert Participating Agencies] 's obligations under this agreement, including, but not limited to, providing the facilities for the programs and leagues under this Agreement, the [Insert Participating Agencies] shall keep in force at all times during the term of this agreement Commercial General and Auto Liability Insurance specifically including bodily injury, personal injury, contractual liability and property damage with limits of not less than \$3,000,000 per occurrence, written on an occurrence basis and at all times naming the Park District, its public officials, employees, volunteers and agents as additional insured. In the event that the [Insert Participating Agencies] is self-insured, a member of an intergovernmental pool or provides for its risk financing by a means other than commercial insurance, the [Insert Participating Agencies] shall keep in force at all times during the term of this agreement, General and Auto Liability coverage specifically including bodily injury, personal injury, contractual liability and property damage limits of not less than \$3,000,000 per occurrence provided on an occurrence basis and at all times specifically extending that coverage to the Park District, its public officials, employees, volunteers, and agents as additional insured. In addition, the [Insert Participating Agencies] shall furnish certificates of insurance and/or coverage in place as required herein.

The insurance company, self-insurance pool or similar entity of the party administering any claim, cause of action and the like, shall be allowed to raise on behalf of the other party any and all statutory and/or common law defense(s) to such claim or action that the other party might have raised, including, but not limited to, any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS §10/1-101, et seq.

The parties shall fully cooperate with any investigation conducted by or on behalf of the other party.

6. **Term.** Unless otherwise terminated in accordance with the terms herein, the initial term of this Agreement shall commence on the day and year first written above and shall terminate on **August 31, 20__**. After the initial term, this Agreement shall automatically continue for one (1) additional year until such time as written notice of non-renewal is given by one party to the other party. Written notice of non-renewal may be given by either party and must be received by the other party no later than **August 31** for programs and leagues scheduled for the following calendar year.

7. **No Modifications to Improvements.** The Park District shall not modify or construct any structures, apparatus or field materials at the **[Insert Participating Agencies]** facilities without the express, prior written approval of the **[Insert Participating Agencies]**. The Village shall not modify or construct any structures, apparatus or field materials at the Park District facilities without the express, prior written approval of the Park District.

8. **Termination.** This Agreement may be terminated as follows: (1) at any time by mutual written agreement of the Parties, (2) by either Party for convenience, upon sixty (60) days' written notice, or (3) by either Party for cause. In the event of the failure of any Party to perform any or all of its duties and obligations under the terms and conditions of this Agreement, the other Party may provide written notice of such breach to the breaching Party and may thereafter terminate this Agreement in the event that the breaching Party shall not have cured such breach within thirty (30) days after receipt of such notice.

9. **No Duty to Third Parties.** This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or implied, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the **[Insert Participating Agencies]** and/or the Park District and/or any of their respective officials, officers and/or employees.

10. **No Other Relationship.** Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the Park District and the **[Insert Participating Agencies]**. Except as otherwise expressly provided in this Agreement, no party shall become bound, with respect to third parties, by any representation, act or omission of the other party. Nothing contained in this Agreement shall be construed as creating an employment relationship between the Park District and the **[Insert Participating Agencies]**.

11. **Representations and Warranties.** Neither party makes any representations or warranties, except as specifically set forth in this Agreement.

12. **Non Assignment.** Neither party may assign any rights or duties under this Agreement without the prior written consent of the other party.

13. **Time is of the Essence.** Time is of the essence in this Agreement.

14. **Counterparts.** This Agreement may be executed in Counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Agreement.

15. **Severability.** It is mutually understood and agreed that all agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

16. **Modification.** The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the parties hereto.

17. **Captions.** Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

18. **Entire Agreement.** This Agreement sets forth all the covenants, conditions and promises between the Parties concerning the operation of sports programs and leagues and shared use of properties. There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement.

19. **Governing Law, Interpretation, Venue.** This Agreement and all questions of interpretation, construction and enforcement thereof, and all controversies hereunder, shall be governed by the applicable constitutional, statutory and common law of the State of Illinois.

20. **No Waiver.** The Parties do not waive or release any claims they may have in the future against any other party. The failure of any party to this Agreement to enforce the provisions of this Agreement or require performance by an opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

21. **Successors and Assigns.** The [Insert Participating Agencies] and the Park District each bind themselves and their successors, and/or assigns to the other parties of the Agreement and to their successors, and/or assigns of such other party in respect to all covenants of this Agreement. Except as set forth above, the [Insert Participating Agencies] and the Park District shall not assign, sublet or transfer their respective interests in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the [Insert Participating Agencies] or the Park District.

22. **Notice.** Any and all notices required to be delivered hereunder shall be deemed delivered when and if personally delivered, or mailed by registered or certified mail, return receipt requested, postage

prepaid (or sent by recognized overnight carrier service with instructions and payment for delivery on the next business day), or by facsimile transmission during regular business hours, to the parties as set forth below:

If to the [Insert Participating Agencies]:[Insert Participating Agencies Information]

If to Park District:

**Oralethea Davenport, Superintendent of Recreation
Homewood-Flossmoor Park District
3301 Flossmoor Rd
Flossmoor, IL 60422**

Either party hereto may change the names and addresses of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner as all other notices are required to be delivered hereunder.

/Signature Page to Follow/

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the day and year first above written.

BOARD OF TRUSTEES,
[Insert Participating Agencies]
COOK COUNTY

BOARD OF COMMISSIONERS,
HOMEWOOD-FLOSSMOOR PARK DISTRICT,
COOK COUNTY

By: _____
President

By: _____
President

Attest:
By: _____

Attest:
By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

Exhibit A – Programs

Park District Programs

[Insert List of Park District Programs]

[Insert Participating Agencies] Programs

Insert list of [Insert Participating Agencies] Programs

EXHIBIT B – WAIVER FORM

PARTICIPANT WAIVER & RELEASE IMPORTANT INFORMATION

The (insert sponsoring party) is committed to conducting its recreation programs and activities in a safe manner and holds the safety of participants in high regard. The (insert sponsoring party) Park continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors registering for this program/activity must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs.

You are solely responsible for determining if you or your minor child/ward are physically fit and/or skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, disabled in any way, or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity.

WARNING OF RISK

Recreational activities/programs are intended to challenge and engage the physical, mental and emotional resources of each participant. Despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury when participating in any recreational activity/program. Understandably, not all hazards and dangers can be foreseen. Depending on the particular activity, participants must understand that certain risks, dangers and injuries due to inclement weather, slipping, falling, poor skill level or conditioning, carelessness, horseplay, unsportsmanlike conduct, premises defects, inadequate supervision, instruction or officiating, and all other circumstances inherent to indoor and outdoor recreational activities/programs exist. In this regard, it must be recognized that it is impossible for the Homewood-Flossmoor Park District and Village of Richton Park to guarantee absolute safety.

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this form carefully and be aware that in signing up and participating in this program/activity, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your minor child/ward might sustain as a result of participating in any and all activities connected with and associated with this program/activity (including transportation services/vehicle operation, when provided). I recognize and acknowledge that there are certain risks of physical injury to participants in this program/activity, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) against the Park District or [Insert Participating Agencies] including its officials, agents, volunteers and employees. I do hereby fully release and forever discharge The Homewood-Flossmoor Park District and Village of Richton Park from any and all claims for injuries, damages, or loss that my minor child/ward or I may have or which may

accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with this program/activity.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. If registering on-line or via fax, your on-line or facsimile signature shall substitute for and have the same legal effect as an original form signature.

Participant's Name (print): _____

Date: _____

Participant's Signature: _____

(18 years or older or Parent/Guardian)