

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR THE USE OF SUMMIT HILL SCHOOL DISTRICT 161
FACILITIES BY FRANKFORT SQUARE PARK DISTRICT**

NOW COME the parties hereto, the Board of Education of Summit Hill School District 161, Will County, Illinois (“School District”) and the Board of Commissioners of the Frankfort Square Park District, Will County, Illinois (“Park District”), and in consideration of the terms as contained herein agree as follows.

WHEREAS, the School District and the Park District have previously entered into an Intergovernmental Agreement for the use of the Summit Hill School District 161 facilities by the Park District effective September 14, 2016; and

WHEREAS, Section 14.1 of said Agreement allows for an amendment of the agreement upon written consent of both parties hereto; and

WHEREAS, it is the desire of the Park District to use space within the defined area at the Mary Drew site to expand its existing second (2nd) dance studio, and develop a third (3rd) dance studio; and

WHEREAS, the School District is desirous of providing such space requested by the Park District to allow it to expand its existing second (2nd) dance studio and develop a third (3rd) dance studio;

NOW THEREFORE, in consideration of the forgoing recitals, and mutual covenants and promises contained below, the sufficiency of which is hereby acknowledged, the PARTIES do hereby agree as follows:

1. The Park District shall be allowed to expand its existing second (2nd) dance studio, specifically involving rooms numbered 112 and 136, and develop a third (3rd) dance studio, specifically involving rooms numbered 117 and 118 at the Mary Drew site.

2. The Park District shall incur any and all engineering costs and construction costs to confirm that the walls between the four (4) rooms are not loadbearing and, if they are not loadbearing, it shall be allowed to remove said walls.

3. If the Park District performs renovations, such construction must meet all applicable school and building codes.

4. If the Park District performs renovations, such renovations are to be reviewed by the District's official architect at no cost to District 161. The review is to take place at the time of modification or re-establishment to original modification.

5. There is a potential that asbestos still exists at Mary Drew and the removal of walls has the potential to expose this and require abatement. The Park District acknowledges this potential and will undertake the required abatement, if necessary, as part of this Agreement.

6. Upon the termination of this Agreement or if the Mary Drew site returns to a fully operational school (whichever occurs first), the Park District shall vacate said rooms and replace the walls at its cost.

7. At the time that the replacement of the walls by the Park District is required, District 161 may require, at its discretion, that the walls be replaced:

- Using the materials and configuration currently in place, at no cost to District 161; or
- Using materials or a configuration available at a lower cost than the current configuration, at no cost to District 161; or
- Using materials or a configuration available at a higher cost than the current configuration, at a cost to District 161 equal to the actual costs less the costs of replacement using the current material and configuration.

8. This Addendum shall become a part of the Intergovernmental Agreement by and between the PARTIES dated September 14, 2016 and shall further supersede any provisions in the original Intergovernmental Agreement to the contrary.

9. All provisions of the Intergovernmental Agreement by and between the PARTIES dated September 14, 2016 which are not in conflict with this Addendum shall remain in effect.

IN WITNESS WHEREOF, the undersigned by their signatures do hereby enter into this Agreement on the date first written above.

**BOARD OF EDUCATION SUMMIT
HILL SCHOOL DISTRICT 161,
WILL COUNTY, ILLINOIS**

**BOARD OF COMMISSIONERS
FRANKFORT SQUARE PARK
DISTRICT, WILL COUNTY, ILLINOIS**

By: _____

By: _____

ATTEST: _____

ATTEST: _____

Date: _____

Date: _____