

**FOURTH STREET SCHOOL PARK
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2020, by and between the Board of Commissioners of the Geneva Park District, a Municipal Corporation, 710 Western Avenue, Geneva, Illinois 60134, hereinafter referred to as the “Park District”, and the Board of Education of the Geneva Community Unit School District #304, Kane County, Illinois, 227 N. Fourth Street, Geneva Illinois 60134, hereinafter referred to as the “School District”, all of whom are collectively referred to herein as the Parties.

RECITALS

WHEREAS, the School District is the owner of the real estate located at the southwest corner of Fourth and Peyton Street, Geneva, Illinois (the “Subject Property”), as more specifically shown on the site map, a copy of which is attached hereto as **Exhibit B**, and

WHEREAS, the park site which is the subject matter of this agreement and located on the Subject Property is commonly known as the “Fourth Street School Park” (hereinafter referred to as the “Park Site”) and is depicted on the drawing by Upland Design, a copy of which is attached hereto as **Exhibit A**, and

WHEREAS, the Park District desires to use a portion of the Subject Property for the location of the Fourth Street School Park, according to the terms and conditions of this agreement, and

WHEREAS, the Park District is authorized pursuant to the Illinois Compiled Statutes, 70 ILCS 1205/8-18 to contract in furtherance of any of their corporate purposes, and

WHEREAS, the Parties are authorized, as local government bodies, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and by Illinois Compiled Statutes, 5 ILCS 220/1, et. seq., entitled “Intergovernmental Cooperation Act”, to enter into contracts and agreements and cooperate in the performance of their corporate purposes.

IN CONSIDERATION of mutual covenants and conditions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Parties do hereby agree as follows:

1. **License for Park Site:** The School District hereby grants to the Park District an exclusive license for the construction, operation, maintenance, repair and replacement of park and recreational improvements at the Park Site subject to the terms and conditions of this agreement.

2. **Construction of Park Site:** The Park District is responsible for paying all of the cost of the design and construction and installation of play structures and equipment on the Park Site. Construction will be complete by October 31, 2020. All construction will be completed and inspected in accordance with all applicable local, state and federal laws, rules and regulations related and applicable hereto. All construction will be completed in a workmanlike and timely manner and by contractors that are knowledgeable, experienced and skilled in the particular trade and with the appropriate attention given to the safety and security of the construction site.

During the Term of this agreement the Park District shall be allowed to repair and replace the play structures and equipment on the Park Site. Prior to replacing the play structures or equipment, the Park District and School District shall mutually agree on a schedule for the work which shall minimize interference with the School District's use of the Subject Property and the risk to any students.

3. **Maintenance of Park Site:** The Park District will have sole and complete responsibility for all of the cost of construction, operation, maintenance and inspection of the Park Site. In the spirit of intergovernmental cooperation between the Park District and School District, the Parties agree that the Park District shall make no payments of money to the School District for the use of the Park Site or the license granted herein. The Park District shall install and maintain any signage that may be required to **identify** the Park Site as approved in advance by the School District.

4. **Hold Harmless and Indemnification:** The Park District shall indemnify and hold the School District harmless from all loss, claim, suit, demand, damage, expense, judgment and court costs (including attorneys' fees) resulting from any injury to or death of any person or damage to any property of persons using the Park Site (collectively, "Claims") that are caused by or resulting

from any negligent act or omission of the Park District, its employees, agents and contractors in the maintenance and operation of the Park Site. The Park District shall not indemnify the School District for any Claims caused by or resulting from any negligent act or omission of the School District and the Park District's duty of indemnification shall be reduced to the degree of the School District's comparative fault.

5. **Insurance:** At all times during the term of this agreement, the Park District will keep in full force and effect and maintain insurance coverage on the Park Site in accordance with their normal policies and practices with Park District Risk Management Agency or such other subsequent insurance company or self-insurance as the Park District subsequently conducts business with which provides coverage for personal injury, death and property damage in the amount of not less than its current coverage written on an occurrence basis. The Park District will cause the School District to be named as an "additional party insured" on the insurance policy. A copy of the Certificate of Insurance is attached hereto as **Exhibit C**. Thereafter, upon written request, the Park District will furnish to the School District, not more often than annually, upon renewal, a copy of the Certificate of Insurance for subsequent years during the term of this agreement.

6. **Term of Agreement:** The license is granted and the Park District shall have the right to operate the Park Site for a period of ten (10) years from June 1, 2020 to May 31, 2030. After the ten (10) year term, either Party may, upon written notice to the other Party, terminate the agreement by stating the specific termination date. Either Party shall give at least one hundred eighty (180) days advanced written notice of the effective date of termination. If neither party delivers notice of its intent not to renew this agreement, the term shall automatically renew and extend for additional ten (10) year terms. All playground equipment and other improvements constructed on the premises shall be removed by the Park District upon the termination of this agreement and the underlying premises shall be restored by the replacement of black dirt, proper grading, and the re-establishment of grass seed. To the extent possible, notice will be given at the time so as to allow the Park District time to remove the Park Site in the summer months, provided the parties shall mutually agree on the best time for restoration to occur based on seasonal conditions.

7. **Notices:** All notices given by either Party to the other shall be in writing and served either personally or sent by certified mail, return receipt requested or by facsimile or email to the other Party during business days from Monday through Friday from 9:00 AM to 5:00 PM, excluding state and federal legal holidays. Notice given on any other date or at any other time shall not become effective until the next business day. Neither party shall refuse or unreasonably delay in the acceptance of any notice. Notice shall be deemed effective on the date of postmark in the United States Postal Service or on the date of personal delivery. Notice by fax or email shall not become effective unless it is followed by notice by any other permitted means. Unless otherwise advised in writing, Notice shall be given to the following address:

Geneva Park District
710 Western Avenue
Geneva, IL 60134
Attn: Executive Director

Geneva Community Unit School District #304
227 North Fourth Street
Geneva, IL 60134
Attn: Superintendent of Schools

8. **Amendments:** The agreement may be amended, in writing, from time to time, upon the subsequent agreement and signature of the Parties hereto.

9. **Compliance:** The Park District will conduct all operations on the Park Site in full compliance with all applicable local, state and federal law.

10. **Recitals:** The Parties agree that the aforesaid Recitals are incorporated into and made a part of this agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on this agreement to become effective on the date first written above.

Geneva Park District
Board of Commissioners

Geneva CUSD #304
Board of Education

By: _____
Susan Vander Veen, President

By: _____
Mark Grosso, President

ATTEST:

By: _____
Sheavoun Lambillotte, Secretary

By: _____
Dr. Kent Mutchler, Secretary

Summary of Exhibits Attached:

Exhibit A – Drawing of Park Site

Exhibit B – Map showing location of Park Site

Exhibit C – Certificate of Insurance

STATE OF ILLINOIS)
) ss
COUNTY OF KANE)

I, undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Susan VanderVeen, President of the Board of Commissioners of the Geneva Park District, a Municipal Corporation, and Sheavoun Lambillotte, Secretary of said Corporation who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such President and Secretary, respectively, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instruments as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes herein set forth; and the said Secretary then and there acknowledged that he, as custodian of the Corporation, did affix that corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation,, for the uses and purposes therein set forth herein.

Given under my hand and official seal, this _____day of _____, 2020.

Notary Public

STATE OF ILLINOIS)
) ss
COUNTY OF KANE)

I, undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Mark Grosso, President of the Board of Education of the Geneva Community Unit School District #304, a Municipal Corporation, and Dr. Kent Mutchler, Secretary of said Corporation who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such President and Secretary, respectively, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instruments as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes herein set forth; and the said Secretary then and there acknowledged that he, as custodian of the Corporation, did affix that corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation,, for the uses and purposes therein set forth herein.

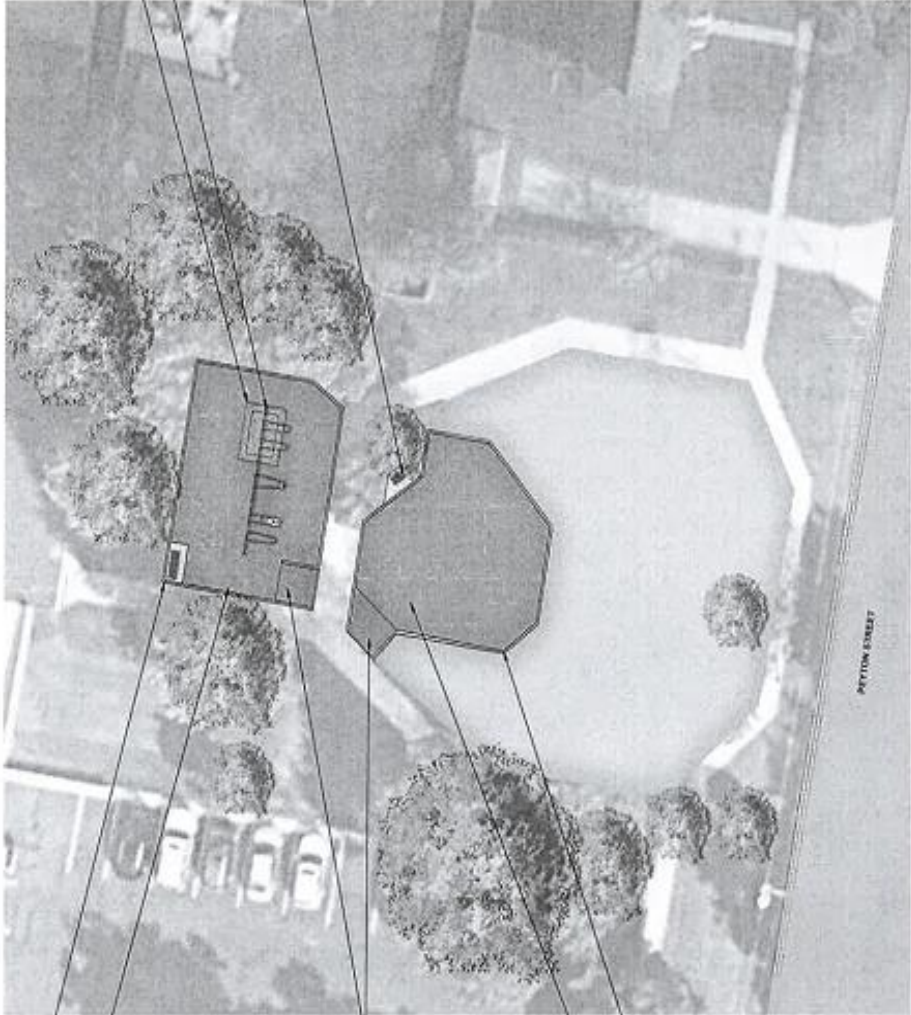
Given under my hand and official seal, this _____day of _____, 2020.

Notary Public

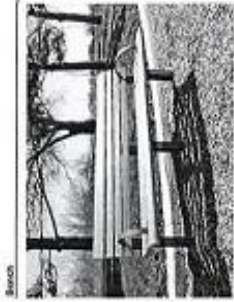
4th St School Playground

Geneva Park District
4th St School Playground
Project No. 15-07

SCALE: 1" = 15'-0"
0 5 10 15 20



Expanded Playground Curb



BENCH

Permeable Plastic Surfacing at Seatings

Seatings

BENCH

Sheet Playground Entry

Engineered Wood Fiber Surfacing

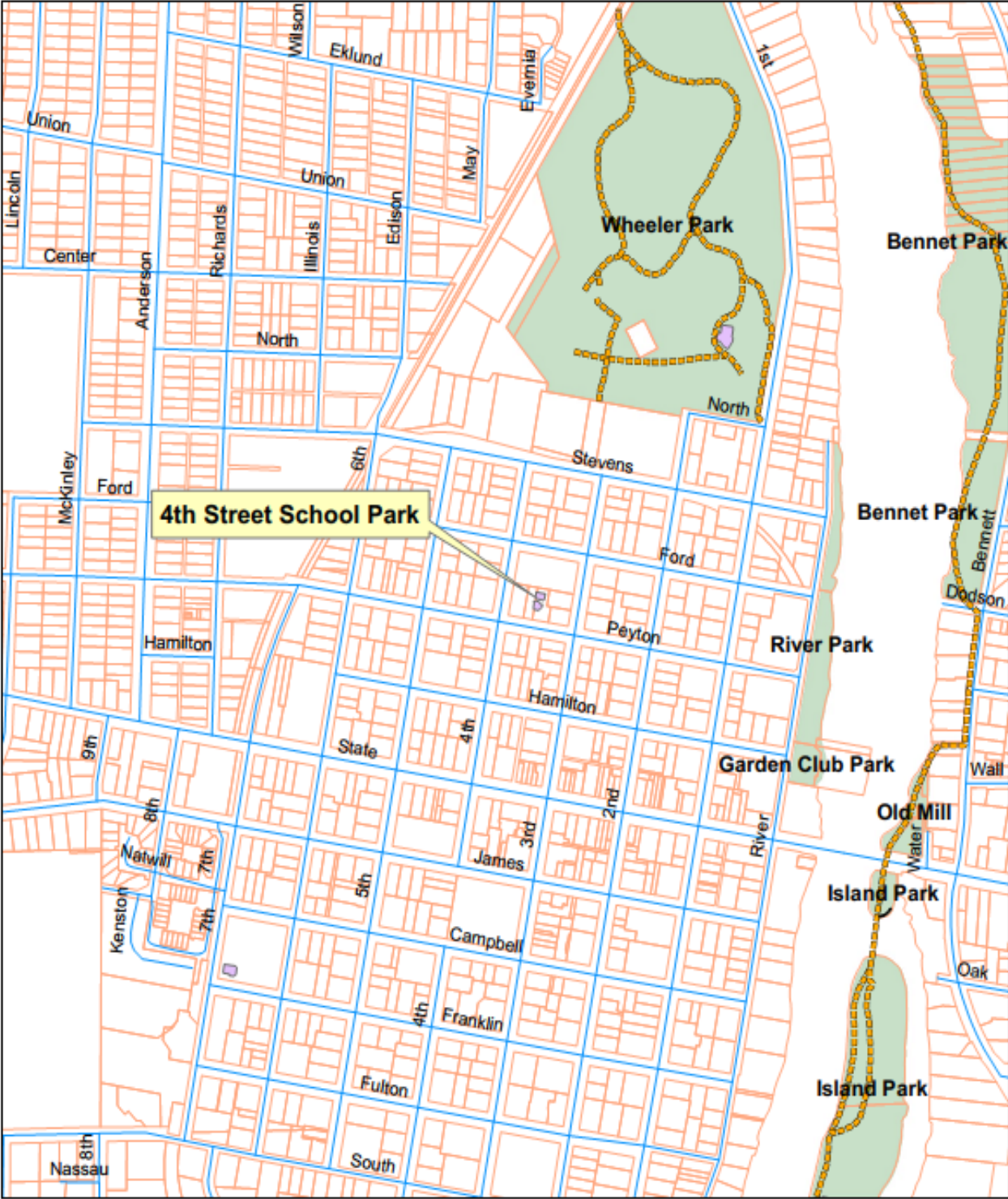
Existing Concrete Curb



PLAYGROUND RENOVATION

Exhibit A

EXHIBIT B



- Legend**
- GPO Trails
 - Centerline/Genewa
 - Playgrounds
 - Genewa Parcels
 - GPO Parks
 - GPO Boundary

CERTIFICATE OF COVERAGE

Name and Address of Agency Park District Risk Management Agency 2033 Burlington Avenue Lisle, Illinois 60532-1646 630-769-0332	Name and Address of Member Geneva Park District 710 Western Avenue Geneva, IL 60134
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SCOPE OF COVERAGE

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments that are applicable to the members.

The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year.

Scope of Coverage	Coverage Document	Coverage Dates	Limits Each Occurrence	In millions (000,000)
General Liability * Commercial general liability * Occurrence * Liquor liability	L010120	01/01/2020 - 12/31/2020	Bodily Injury and Property Damage combined	\$1,000,000
			Personal Injury	\$1,000,000
Automobile Liability * any auto	L010120	01/01/2020 - 12/31/2020	Bodily Injury and Property Damage combined	\$1,000,000
Workers' Compensation	WC010120	01/01/2020 - 12/31/2020		Statutory
Employer's Liability	WC010120	01/01/2020 - 12/31/2020		\$3,000,000
Property	P0700120	01/01/2020 - 12/31/2020		
Other		01/01/2020 - 12/31/2020		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Geneva School District #304 is/are additionally insured for Geneva Park District's use of facilities.

Coverage is for general liability with respect to the operations of the Geneva Park District. Additional insured coverage shall not apply to any liability resulting from the certificate holder's own negligence or the negligence of its servants agents or employees.

Certificate Holder Geneva School District #304 227 N. 4th Street Geneva, IL 60134	Date Issued: 12/1/2019  <hr style="width: 100%;"/> Authorized Representative
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Exhibit C