

**EXTENSION AND AMENDMENT OF INTERGOVERNMENTAL AGREEMENT
FOR CONSTRUCTION AND RECREATIONAL USE OF THE
WESTFIELD SCHOOL GYMNASIUM**

This Extension and Amendment of Intergovernmental Agreement for Construction and Recreational Use of the Westfield School Gymnasium (“***Extension***”) is entered into by and between the Bloomingdale Park District (the “***Park District***”) and the Board of Education of Bloomingdale School District 13 (the “***School District***”). The Park District and School District may collectively be referred to as the “***Parties***,” or individually as “***Party***,” throughout this Extension.

RECITALS

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois provides that units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function of government in any manner not prohibited by law or ordinance; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, authorizes units of local government to contract with other local governments to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges or authority which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the School District owner of an elementary school building, referred to as Westfield School (“***School***”) situated within the boundaries of the Park District; and

WHEREAS, the School facilities include a gymnasium and incidental facilities for recreational use (collectively, the “***Gymnasium***”)

WHEREAS, the Park District and School District previously entered into an intergovernmental agreement dated August 28, 2000 (the “***Agreement***”), providing for the (1) shared use of the Gymnasium by the Park District for community recreation activities during certain hours provided for in the Agreement, and (2) the contribution by the Park District of financial support for construction of the Gymnasium; and

WHEREAS, the Agreement was previously amended in 2012, by mutual agreement of the Parties and subject to the terms and conditions set forth in a memorandum of understanding effective February 27, 2012 (the “***Amendment***”); and

WHEREAS, the Park District and School District have mutually benefited from the shared use and distributed construction costs associated with the Gymnasium and governed by the terms of the Agreement; and

WHEREAS, the Parties desire to extend the term of the Agreement pursuant to Section IV(A) of the Agreement which provides that it may renewed upon mutual consent of the parties; and

NOW THEREFORE, in consideration for the foregoing and the mutual covenants and agreements contained hereinafter that the Parties by their approval and signature hereto acknowledge is good and sufficient, the Parties agree as follows:

Section 1: Recitals. The foregoing recitals are incorporated as though fully set forth in this Section 1.

Section 2: Extension. The Lease Agreement is hereby renewed and extended for a period of twenty-five (25) years, commencing on January 1, 2026, and expiring on December 31, 2051, unless earlier terminated by the Parties in accordance with Section IV(B) of the Agreement.

Section 3: Amendment to Section III(F). The Parties hereby agree to amend Section III(F) of the Agreement as follows:

To the fullest extent allowed by law, the Park District agrees to reimburse defense costs, indemnify and hold harmless the School District from and against all injuries, loss, causes of action, claims, liability, damages, or judgments, including costs, expenses, and attorneys' fees, to the extent arising from (1) negligent acts and/or errors and/or omissions by the Park District, its officials, officers, employees, agents or volunteers; (2) the Park District's breach of the Agreement; or (3) violation of law by the Park District, its officials, officers, employees, agents or volunteers. The indemnification obligation set forth in this section shall not be limited by the amount of any insurance maintained by the Park District, or by a limitation on an amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts. This provision shall survive the termination of the Agreement.

To the fullest extent allowed by law, the School District agrees to reimburse defense costs, indemnify and hold harmless the Park District from and against all injuries, loss, causes of action, claims, liability, damages, or judgments, including costs, expenses, and attorneys' fees, to the extent arising from (1) negligent acts and/or errors and/or omissions by the School District, its officials, officers, employees, agents or volunteers; (2) the School District's breach of the Agreement; or (3) violation of law by the School District, its officials, officers, employees, agents or volunteers. The indemnification obligation set forth in this section shall not be limited by the amount of any insurance maintained by the School District, or by a limitation on an amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts. This provision shall survive the termination of the Agreement.

During the term of this Agreement, the Park District, at its sole cost and expense, shall carry and maintain insurance against liabilities to others (or claims thereof) consisting of Comprehensive General Liability, and Workers' Compensation insurance against claims for bodily injury or death or damage to property arising out of the Park District's use of the Gymnasium, such insurance to afford protection to the limit of not less than \$3,000,000 Comprehensive General Liability coverage with respect to any single occurrence, and \$3,000,000 in the aggregate, plus required Workers' Compensation insurance coverage. The School District shall be named as an additional insured under said coverage. The insurance shall be carried with a company acceptable to the School District and shall provide contractual coverage of the indemnification set forth above, and shall contain the agreement of the insurer that such coverage will not be canceled without at least sixty (60) days' prior written notice to the parties. Prior to the commencement of the term of this Agreement and not less than thirty (30) days prior to the expiration of any policy required to be maintained hereunder, the Park District will deliver to the School District a certificate of insurance providing proof of coverage consistent with this Agreement.

Section 4: Reaffirmation of Other Terms and Conditions. All other terms and conditions of the Agreement, including those revised terms mutually agreed to by the Parties in the Amendment, not otherwise modified or amended in this Extension are hereby reaffirmed in their entirety.

Section 5: Effective Date. This Second Amendment shall be deemed dated and become effective on the date the last of the parties executes the Agreement as set forth below.

IN WITNESS THEREOF, the Parties have approved and executed this Extension as of the Effective Date.

**THE BLOOMINGDALE PARK
DISTRICT**

By: _____

Title: _____

Attest: _____

Date: _____

**THE BOARD OF EDUCATION OF
BLOOMINGDALE SCHOOL DISTRICT
13**

By: _____

Title: _____

Attest: _____

Date: _____