

**INTERGOVERNMENTAL AGREEMENT REGARDING  
IMPROVEMENTS TO BLYTHE PARK TENNIS COURTS BETWEEN  
RIVERSIDE SCHOOL DISTRICT 96 AND THE VILLAGE OF RIVERSIDE**

**This Intergovernmental Agreement** (the "Agreement") is made and entered into by and between the Village of Riverside, Cook County, Illinois ("Village"), and the Board of Education of Riverside School District 96, Cook County, Illinois ("School District") (collectively "the Parties"), as of the effective date (the "Effective Date") as set forth below in this Agreement.

**RECITALS**

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate amongst themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

**WHEREAS**, the Parties are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

**WHEREAS**, it is the Parties understanding that the Village owns, maintains, and operates the Blythe Park tennis courts located adjacent to Blythe Park Elementary School (the "Property") and legally described in Exhibit A; and

**WHEREAS**, the School District currently uses the Property for its own programs and activities and desires to complete and fund certain improvements to the Property, which include relining on the Property; and

**WHEREAS**, the Village has determined that the improvements by the School District would be appropriate, useful, and necessary to enhance recreational opportunities available for Village residents; and

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises contained herein, the School District and the Village agree as follows:

1. **Term.** This Agreement will be in force for a period of five (5) years commencing on the Effective Date and ending June 30, 2029.
2. **Restriping of Tennis Courts.** The School District will restripe the Property in substantial compliance with the plans attached as Exhibit A, at the District's sole cost and expense.
3. **School District Use of Tennis Courts.** In consideration of the School District paying for the restriping of the tennis courts, the Village shall continue to allow the School District to have priority use of the Property during student attendance days.

4. **Insurance.** The School District, at its sole cost and expense, will keep in full force and effect during the term of this Agreement its usual and customary commercial general liability insurance, including contractual liability coverages and property insurance, and shall name the Village as an additional insured on its comprehensive commercial general liability insurance.
5. **Indemnification.** To the fullest extent allowed by law, the School District agrees to indemnify and hold harmless the Village, its officers, employees and agents 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 the School District's, its employees', volunteers' or agents' negligent acts and/or errors and/or omissions related to this Agreement.
6. **Authority to Execute.** The Parties warrant and represent that the persons executing this Agreement on its behalf have been authorized to do so.
7. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.
8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but altogether shall constitute the same Agreement.
9. **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

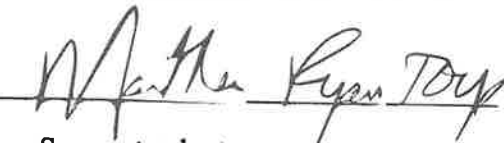
IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly designated officials, pursuant to a proper resolution or motion of their respective governing bodies.

**BOARD OF TRUSTEES  
OF THE VILLAGE OF RIVERSIDE**

By:   
Village Manager

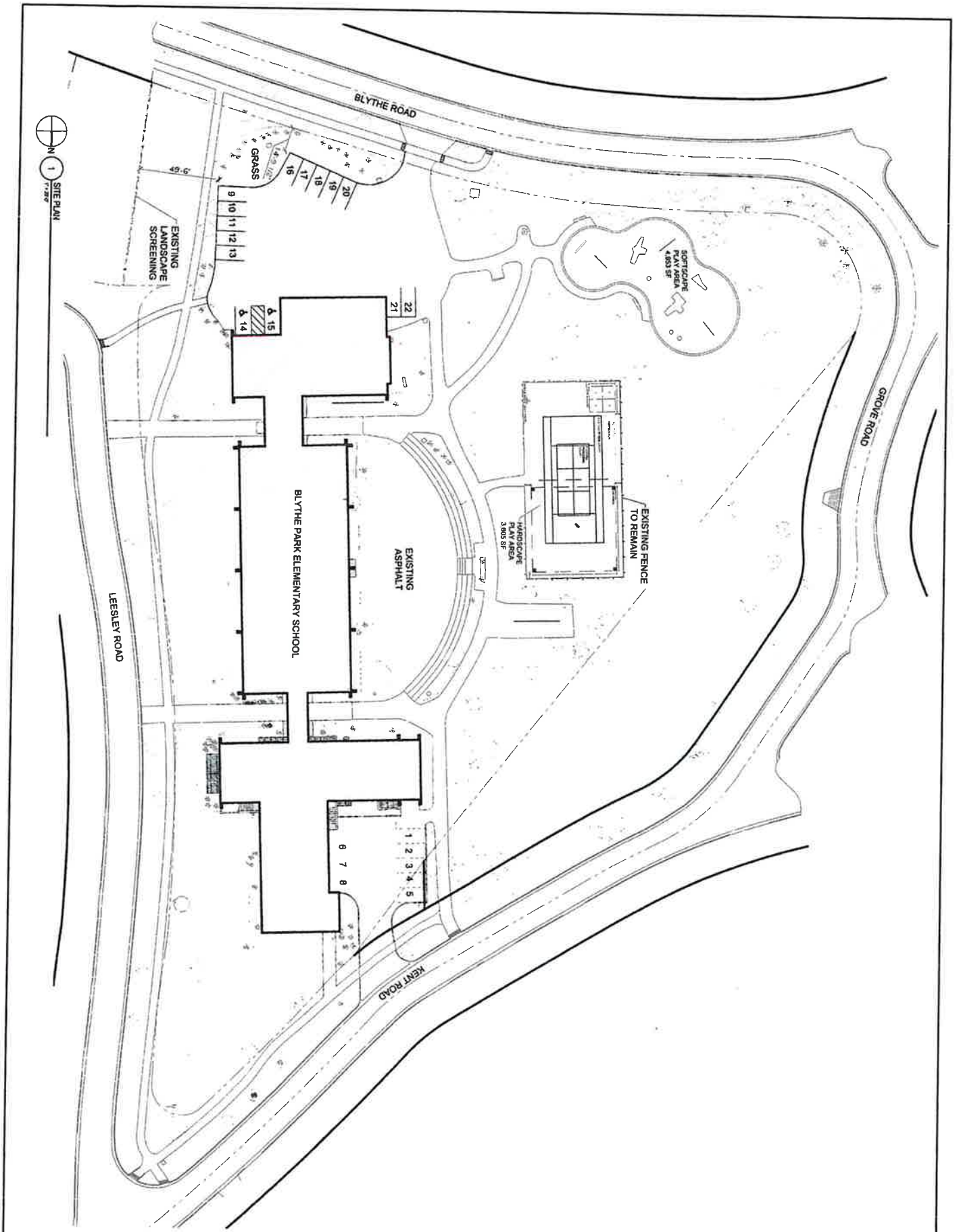
Dated: 6/6/24

**BOARD OF EDUCATION OF  
RIVERSIDE SCHOOL DISTRICT 96**

By:   
Superintendent

Dated: 1/18/2024

**EXHIBIT A**  
**Restriping Plans**



1 SITE PLAN

LEESLEY ROAD

BLYTHE PARK ELEMENTARY SCHOOL

EXISTING ASPHALT

LANDSCAPE  
3,405 SF

EXISTING FENCE  
TO REMAIN

SCULPTURE  
LANDSCAPE  
4,000 SF

GROVE ROAD

BLYTHE ROAD

KENT ROAD

AS1.1

SITE PLAN



PARKING LOT AND PLAY AREA RENOVATION  
RIVERSIDE SCHOOL DISTRICT 96  
BLYTHE PARK ELEMENTARY SCHOOL  
735 LEESLEY ROAD, RIVERSIDE, IL 60546



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