

STATE OF ILLINOIS)
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COUNTY OF WILL) SS
COUNTY OF DU PAGE)

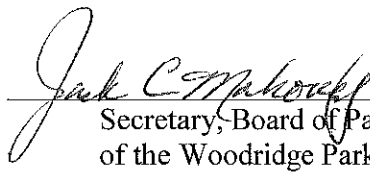
SECRETARY'S CERTIFICATE

I, JACK MAHONEY, the duly qualified and acting Secretary of the Board of Park Commissioners of the Woodridge Park District, Will and DuPage Counties, Illinois, and the keeper of the records thereof, do hereby certify that attached hereto is a true and correct copy of Resolution No. 18-18 entitled:

**“A RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE WOODRIDGE PARK
DISTRICT AND WOODRIDGE SCHOOL DISTRICT 68 FOR THE COOPERATIVE
USE AND MAINTENANCE OF BUILDINGS AND SITES”**

adopted at a regular meeting of said Board of Park Commissioners held on the Thirteenth day of November, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand this Thirteenth day of November, 2018.


Secretary, Board of Park Commissioners
of the Woodridge Park District

RESOLUTION NO. 18-18

**A RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE WOODRIDGE PARK
DISTRICT AND WOODRIDGE SCHOOL DISTRICT 68 FOR THE COOPERATIVE
USE AND MAINTENANCE OF BUILDINGS AND SITES**

WHEREAS, on September 12, 2017, the Woodridge Park District and Woodridge School District Number 68 (collectively the “Parties”) had entered into an Intergovernmental Agreement for Cooperative Use and Maintenance of School Buildings and Sites (the “Original Intergovernmental Agreement”); and

WHEREAS, the Parties desire to replace the Original Intergovernmental Agreement with the Intergovernmental Agreement attached hereto as EXHIBIT 1, which Intergovernmental Agreement further expands and clarifies the Parties rights, obligations and responsibilities with respect to the use and maintenance of each other’s property and facilities as set forth in the attached Intergovernmental Agreement..

BE IT RESOLVED by the Board of Park Commissioners of the Woodridge Park District, Will and DuPage Counties, Illinois as follows:

SECTION 1: That the President and Board of Park Commissioners hereby find that the recitals contained in the preambles are true and correct, and incorporate the recitals into this Resolution by this reference.

SECTION 2: That the President and Board of Park Commissioners hereby approve the “Intergovernmental Agreement between the Woodridge Park District and School District 68 for the Cooperative Use and Maintenance of Buildings and Sites” attached hereto as EXHIBIT 1 and made a part hereof, and the Original Intergovernmental Agreement is hereby replaced with EXHIBIT 1.

SECTION 3: That the Board President and Board Secretary are hereby authorized and directed to execute EXHIBIT 1 on behalf of the Woodridge Park District, as well as execute any and all additional documents necessary to carry out the terms and provisions of said EXHIBIT 1.

SECTION 4: That all resolutions, or part thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

SECTION 5: If any section, paragraph or provision of this Resolution shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the remaining provisions of this Resolution.

SECTION 6: This Resolution shall be in full force and effect upon its approval.

ADOPTED this Thirteenth day of November, 2018, pursuant to a roll call vote as follows:

AYES: Hohnke, Coleman, Cohen, Venouziou

NAYS: None

ABSENT: Mahoney

APPROVED this Thirteenth day of November, 2018, by the President and Board of Park Commissioners of the Woodridge Park District, Will and DuPage Counties, Illinois.



FRED HOHNKE, President
Board of Park Commissioners of the
Woodridge Park District

ATTEST:



JACK MAHONEY, Secretary
Board of Park Commissioners of the
Woodridge Park District

EXHIBIT 1
(Attached Hereto)

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE WOODRIDGE PARK DISTRICT
AND WOODRIDGE SCHOOL DISTRICT 68 FOR THE COOPERATIVE USE AND
MAINTENANCE OF BUILDINGS AND SITES**

This Agreement is made this 1st day of November, 2018, between Woodridge School District Number 68, DuPage County, Illinois (the "School District") and the Woodridge Park District (the "Park District"), located in Will and DuPage Counties, Illinois, respectively, and collectively referred to as the "Parties".

Whereas, the Park District and the School District are units of local government and public agencies authorized by Article 7, Section 10 of the Illinois Constitution and the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 et al.), to enter into agreements to transfer or jointly exercise any power or function in any manner not prohibited by law or ordinance; and

Whereas, the Park District needs additional facilities to better serve its residents' recreational needs and has the capability of providing certain maintenance services in consideration for the use of those facilities; and

Whereas, the School District needs additional facilities to better serve its residents' educational and service needs, and

Whereas, the Park District has facilities suitable to fill the needs of the School District when those facilities are not needed for Park District purposes, and

Whereas, the School District has facilities suitable to fill the needs of the Park District when those facilities are not needed for School District purposes and will benefit from the provision of said maintenance services.

WITNESSETH

In consideration of the mutual covenants contained herein, the Parties agree as follows:

Section 1: Usage

1. The School District shall allow the Park District to enter and use its sites and buildings (both indoor and outdoor space) on a first-priority basis without charge or cost, year-round, including Saturdays and Sundays, when such sites and buildings are not occupied for school purposes. It is agreed that these facilities are to be utilized by the Park District for supervised public recreational programs. During such times, the School District shall not restrict public use of the property (including the walkways, driveways, and parking lots) as may be required and/or necessary to provide access to the facilities for public recreation use.

2. The Park District shall have the authority to use all indoor and outdoor areas of the site and buildings, but shall provide for certain time periods during which non-profit, community organizations with approval of the School District may use the site and/or buildings.

3. School Purposes. For the purpose of this agreement, "School Purposes" shall mean any program or usage sponsored or conducted under the auspices of the School District which the Board of Education has determined meets the goals of the School District.

4. The Park District shall permit the School District to enter and use the Janes Avenue Park parking lot, 7927 Janes Ave., Woodridge, Illinois ("Parking Lot") for the purposes of parking and access to the adjacent School District property located at 7925 Janes Ave., Woodridge Illinois, without charge or cost, year-round, Monday thru Friday. The School District may, upon Park District permission, enter and use the Parking Lot on Saturdays and Sundays, when such parking lot is not occupied for any Park District or Affiliated Organization purposes. For School District's desired use of the Parking Lot on Saturdays or Sundays, the School District shall request and obtain Park District written permission for use of Parking Lot fourteen (14) days' in advance of the School District's requested use.

Section 2: Buildings and Sites.

1. School District Sites: The building and sites described below, and any other School District facilities located or to be located within the boundaries of the Park District included by written, signed amendment to this Agreement, may be used by the Park District:

- A. Jefferson Jr. High School, 7200 Janes Avenue, Woodridge, Illinois
- B. Meadowview School, 2525 Mitchell Drive, Woodridge, Illinois
- C. John L. Sipley School, 2806 83rd Street, Woodridge, Illinois
- D. Goodrich School, 3450 Hobson Road, Woodridge, Illinois
- E. Willowcreek School, 2901 Jackson Drive, Woodridge, Illinois
- F. Murphy School, 7700 Larchwood Lane, Woodridge, Illinois
- G. Edgewood School, 7900 Woodridge Drive, Woodridge, Illinois
- H. Sunnydale Park, 6848 Woodward Ave, Woodridge, Illinois
- I. School District #68 Administrative Offices, 7925 Janes Avenue, Woodridge, Illinois

2. Park District Site(s): The site(s) described below, and any other Park District facilities located or to be located within the boundaries of the School District included by written, signed amendment to this Agreement, may be used by the School District:

- A. Janes Avenue Park Parking Lot, 7927 Janes Ave., Woodridge, Illinois

Section 3: Equipment.

1. The Park District may install athletic and recreational equipment, including, but not limited to, baseball/softball backstops, soccer goals, play equipment and other recreational equipment, on any School District sites with the written consent of the School District. Such equipment shall not be considered fixtures of the property and may be removed by the Park District on termination of this Agreement. However, the Park District shall repair any damage to School

District property directly caused by such removal.

2. The School District may use such equipment in any program or activity which it conducts in any School District location when such equipment is not in use by the Park District. However, the Park District makes no warranties of any kind, express, implied, or statutory, including, but not limited to, warranties for merchantability and fitness for a particular purpose, as to its findings, recommendations, specifications, or advice except that equipment shall be installed and prepared in accordance with the Park District's own practices. Further, the School District agrees that it shall be solely responsible for the proper inspection, supervision and use of such equipment when such equipment is in use by the School District.

Section 4: Maintenance.

1. The Park District shall keep all outside grounds of all used School District sites in a clean and neat manner by mowing and trimming the turf grass, maintaining the grounds to include litter pick-up within playground and athletic field areas, and maintaining baseball/softball infield mix areas. Maintaining the outside grounds of School District sites by the Park District shall exclude maintenance, repairs or replacement of the following: perimeter property fences, storm water sewers & appurtenances, utilities, retaining walls, trees, shrubs, ground cover, flowers, ornamental grasses, asphalt/ concrete/brick paved play areas/parking lots/walkways/sidewalks/curbs, light standards, flag poles, and School District/Parent Teachers Association ("PTA") installed miscellaneous stand-alone recreation/school equipment, unless agreed to otherwise in writing between the Parties. The School District shall be responsible, at its sole cost and expense, for maintaining these excluded areas/items in reasonably good repair and condition and for the costs and execution of any repairs or replacements that must be made to these excluded areas/items.

2. The Park District may, at their discretion, aerate, apply topsoil, seed, and fertilizers on baseball/softball and soccer athletic field turf grass to improve the quality of turf grass for Park

District and School District practices and game play.

3. The Park District may, but is not obligated to, apply herbicides/pesticides/insecticides in conformance with the Illinois Pesticide Act (415 ILCS 60/ et. seq.) to School District baseball/softball field backstops and sideline fence lines maintained by the Park District as specified in this Agreement upon written approval by the School District. The School District may upon Park District's request, but is not obligated to, apply herbicides/pesticides/insecticides to School District property to include but not limited to soccer and baseball/softball field turf to ensure qualify turf for the purposes of player safety.

4. The Park District shall own, maintain, repair, and replace in accordance with Park District standards and practices, baseball/softball backstops and sideline fences, dugout shelters & concrete pads, spectator bleachers, player's benches, base pads/lines, athletic storage bins, soccer goals & equipment, play equipment, playground safety surface and borders, portable toilet units and enclosures, trash receptacles, and other athletic and recreational equipment installed by Park District. The Park District shall be responsible for insuring said equipment from casualty, damage or loss.

4. The Park District shall equally share in the cost to repair or replace School District owned outdoor basketball goals/backboards/rims, and basketball specific dimensioned courts (e.g. Goodrich School, Sipley School, Jefferson School), to include pavement resealing and/or seal coating and resurfacing because of normal wear and tear. It shall be the responsibility of the School District to undertake major repairs or replacement (e.g., for vandalism, replacement, etc.). The scheduled work shall be mutually agreed upon between the School District and Park District. The School District shall be solely responsible for insuring said equipment and surfacing from casualty, damage or loss.

5. School District/PTA miscellaneous stand-alone recreation/school equipment. The School District assumes all liability, costs and responsibility to maintain, repair, and replace PTA purchased/installed stand-alone recreation/school equipment not accepted as a donation by the Park

District in conjunction with a playground project. The School District shall be solely responsible for insuring said equipment and surfacing from casualty, damage or loss.

6. School District/PTA playground/fitness exercise equipment. School District/PTA playground/fitness equipment, if accepted to be maintained by the Park District in writing, shall be the Park District's responsibility to maintain and repair at the Park District's cost in accordance with Park District standards and practices. However, major repair and/or replacement, such as based on life expectancy or vandalism that limits the operability of playground/fitness exercise equipment (including playground borders and safety surfaces), shall not be the expense or responsibility of the Park District and shall remain the expense and responsibility of the School District/PTA. The School District/PTA may reasonably consider replacement of School District/PTA playground/fitness equipment based on life expectancy in accordance with the Park District's scheduled replacement (e.g. 20 year replacement) of playground equipment, which schedule may be modified due to unforeseen circumstances (e.g. extended life of equipment, reduced life of equipment due to wear and tear, vandalism, etc.). If the School District/PTA decides not to replace School District/PTA playground/fitness exercise equipment at any time, the removal of the equipment and restoration of the playground area shall be the responsibility and costs of the School District/PTA. The School District shall also be solely responsible for insuring said equipment and surfacing from casualty, damage or loss.

7. The School District shall remove snow and ice from the School District facilities and provide utility service and maintenance services, unless expressly assigned to the Park District by this Agreement, for the buildings and grounds.

8. The Park District shall be responsible for program supervision and its cost. The Park District shall be required to provide a custodian, or pay custodial charges to the School District for the Park District's use of custodial services when such services are not normally scheduled.

9. It is mutually understood that Park District does not by virtue of services rendered to School District expressly or impliedly undertakes to perform or assume any duty owed by School to any of School's employees, students, visitors or other third persons with respect to the safe/healthful maintenance and/or operation of the facilities/properties where Park District's services are performed. Park District will provide the services in the same manner as it provides generally for its own park properties. If, during the course of performing the services, Park District observes any item needing repair, it will timely advise the School District. The School District shall make or cause to be made all repairs and reconstruction deemed necessary by the District at its sole cost and expense, and in a timely manner to protect the safety and well-being of School property users and Park District employees providing the services and any additional services hereunder. The Park District shall be responsible for any damage to School District property, buildings and vehicles made by the Park District or its employees during the execution of their work.

10. The School District shall be responsible for payment of all water bills and other utility bills that may be incurred in connection with the use of School District property or the services or additional services provided by Park District hereunder.

Section 5: Supervision. The Park District shall provide adequate supervision of all of its programs conducted at School District facilities to ensure, to the extent reasonably possible, that the School District's property is protected during the times it uses the facilities. Supervisors shall wear clothing or other visible identification to identify themselves as Park District Supervisors.

Section 6: Facility Access. The School District shall provide access (e.g. access control cards, keys, etc.) to School District facilities to authorized Park District employees responsible for supervising Park District programs. Park District shall on an annual basis submit to the School District a list of authorized employees and shall be responsible for notifying the School District of any changes to an employee's status that would warrant deactivating an employee's access.

Section 7: Park District Use of Facilities on School Days When and Emergency Day is Declared or After-School Programs Are Cancelled. On days the School District either uses an emergency day to close a school or schools, or cancels School District after-school programs, the Park District may still utilize the facilities to administer scheduled programs subject to School District approval. In such situations, it shall be the Park District's responsibility to ensure adequate ingress and egress to School District property and facilities. It is understood that on days falling under this paragraph, the School District shall not be obligated to provide custodial or maintenance assistance.

Section 8: Coordination of Outdoor Athletic Fields. The Park District shall coordinate and schedule use of baseball/softball and soccer athletic fields administered by the Park District to include Park District affiliated sport organizations in accordance with Section 1. In scheduling, the Park District shall give consideration to the School Districts' recreational programs and should the School District require usage for school purposes of any outdoor baseball/softball or soccer athletic field schedule for use at the same time by the Park District, the Park District, upon written notice received 5 days in advance, shall relinquish its scheduled usage to the School District.

Section 9: Coordination of Facilities Programs/Cancellations. The Park District shall provide the School District with a listing of its proposed programs scheduled to be held at the School District's facilities and the School District shall provide the Park District with a schedule of its proposed use of the leased facilities annually thirty days prior to either party's public announcement of those programs so that use of the facilities may be coordinated. In scheduling, the Park District shall give consideration to the School Districts' recreational programs and should the School District require usage for school purposes of any facility schedule for use at the same time by the Park District, the Park District, upon written notice received 5 days in advance, shall relinquish its scheduled usage to the School District. Notwithstanding any other provision to the contrary, the Park District and School District may mutually agree to scheduling changes in a manner not provided for in this Agreement. After the execution of this

Agreement, the School District shall consult with the Park District regarding the time periods during which other parties may use the facilities which the Park District is using.

Section 10: Indemnification. Each Party agrees to indemnify, defend and hold the other Party and its respective officers, officials, agents, and employees harmless from and against all claims, damages, liability, loss and expenses (including reasonable attorney fees), by reason of the acts or omissions of the Indemnifying Party or its officers, officials, employees, and agents but shall not be required to indemnify or hold harmless the other Party for the alleged acts or omissions of the other Party.

Section 11: Insurance. In furtherance, and not in limitation of each Parties' obligations under the Agreement, each party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance specifically including fire, legal liability, bodily injury, personal injury and property damage limits of not less than \$3,000,000 per occurrence, written on an occurrence basis, and at all times naming the other party to this agreement, its public officials, employees, volunteers and agents as an additional insured. In the event that any Party is self-insured, as member of an intergovernmental pool, or provides for its risk financing by a means other than commercial insurance, said Party shall keep in force at all times during the term of this agreement, General Liability coverage specifically including fire, legal liability, bodily injury, personal injury 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 other Party to this agreement, its public officials, employees, volunteers, and agents. The insurance company, self-insurance pool or similar entity of the Party providing the indemnification shall be allowed to raise on behalf of the other Party any and all defenses statutory and/or common law to such claim or action which 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 (1991). In addition, each Party shall furnish certificates of

the insurance and/or coverage in place as required herein and including a 90-day notice of cancellation or reduction in limits. The policy and/or coverage shall also contain a "contractual liability" clause.

Section 12: Term of Agreement. This Agreement shall be for twelve months commencing upon the date of the execution hereof and shall be considered renewed on that date for each succeeding year for a period of 24 years, unless written notice to the contrary is given by either Party to the other sixty (60) days prior to that renewal date in any of those years.

Section 13: Notification. The School District shall notify the Park District sixty (60) days prior to undertaking any construction, repair or rehabilitation project involving the buildings or grounds used by the Park District which would affect the programs or activities conducted therein or thereon, except in case of emergency repairs in which case the School District will notify the Park District as soon as is reasonably possible. Any notification required under this Agreement shall be made in writing to the following addresses:

For the Park District: Executive Director
 Woodridge Park District
 2600 Center Drive
 Woodridge, Illinois 60517

For the School District: Superintendent of Schools
 Woodridge School District No. 68
 7925 Janes Avenue
 Woodridge, Illinois 60517

(or to such other address as provided by one party to the other in the method described herein).

Section 14: Management. The School District shall maintain management control of its facilities during the term of this Agreement, may enter the facilities to repair and maintain them and in an emergency may enter at any time without notice.

Section 15: Assignment. The rights and privileges and the duties and obligations under this Agreement shall insure to the heirs, successors and assigns of the Parties but neither Party shall assign those rights and privileges or duties and obligations without the written consent of the other party.

Section 16: Modification. This Agreement represents the entire Agreement between the Parties and any modification thereto must be made in a writing signed by authorized officers of both Parties.

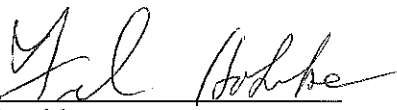
Section 17: No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

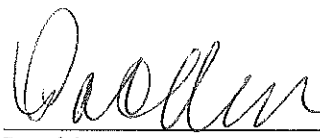
This Agreement is executed pursuant to the authority given to those affixing their signatures hereto by the Board of Park Commissioners of the Woodridge Park District, Woodridge, Illinois and the Board of Education of Woodridge School District Number 68, Woodridge, Illinois.

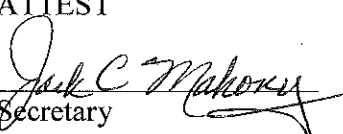
In witness thereof the undersigned have herein set their hands and seals on the ____th day of _____, 2018.

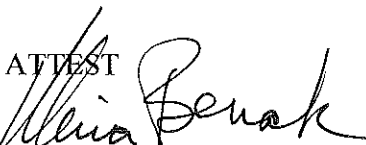
Woodridge Park District

School District No. 68

BY: 
President,
Board of Park Commissioners

BY: 
President,
Board of Education

ATTEST

Secretary

ATTEST

Secretary

[SEAL]

[SEAL]