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

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE WOODRIDGE PARK DISTRICT AND WOODRIDGE SCHOOL DISTRICT 68 FOR THE COOPERATIVE USE AND MAINTENANCE OF BUILDINGS AND SITES (this "Amendment") is effective as of January 18, 2022 (the "Effective Date"), by and 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, on or about November 1, 2018, the Parties entered into a certain Intergovernmental Agreement (the "IGA") for the cooperative use and maintenance of certain buildings and sites, as more specifically described in the IGA;

WHEREAS, the School District and the Park District now desire to amend the IGA to reflect that the Park District hereby grants a license to the School District to construct, use and maintain a walkway on the Park District property from an adjacent Park District parking lot currently used by the School District under the IGA to the new School District Administration Office addition.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the Parties contained herein, the Parties agree as follows:

1. **Grant of License.** For and in consideration of the mutual covenants herein, and subject to the terms and conditions set forth herein and compliance with all Federal, State and local laws and regulations, the Park District hereby grants to the School District an unassignable, non-exclusive revocable license ("License") to the School District to allow the School District to construct, use, operate, and maintain a 6' walkway located directly north of the Janes Avenue Park parking lot driveway and west of the School District Administration Center ("DAC"), 7925 Janes Avenue, Woodridge, IL parking lot exit drive as shown on Exhibit A for the benefit of the School District, its employees, guests and invitees. The License will allow for safe pedestrian ingress and egress access from the Park District Janes Avenue Park parking lot to the DAC.

2. **Permits and Approvals**. Before commencing the installation of the walkway on the Park District property, the School District shall obtain, at its cost, any building permits or any other approvals (collectively, "Approvals") required to commence and to complete the applicable portion of the walkway. Upon receipt, the School District shall forward to Park District a copy of such Approvals.

3. **Compliance with Laws.** The School District shall conduct, or cause to be conducted, all activities on the Park District property performed by, or on behalf of, School District hereunder to the standard set forth in all applicable local building codes as well as applicable state or federal regulations affecting the walkway, including but not limited to: design details/materials specifications, construction practices, stormwater/best management practices (BMPs) improvements,

American with Disabilities Act (ADA) compliance, final grading, turf restoration, disability access laws, and prevailing wage. Without limiting the foregoing, the School District shall cause its general contractor and all contractors and subcontractors of any tier on the project (collectively "contractors") to comply with all laws, regulations, codes, ordinances and applicable orders of any governmental or other regulatory entity applicable to the Park District property and walkway.

4. **Maintenance of Improvements.** The School District shall maintain the walkway in a clean, safe, good condition and repair throughout the Term of the License. The School District shall be responsible for any and all costs related to the overall safety, maintenance, snow removal/deicing, general upkeep, future repairs and/or replacement of the entire walkway components.

5. **Release, Hold Harmless and Indemnification.** The School District agrees as follows:

A. **Release Of Claims:** The School District agrees to waive and relinquish any and all claims, demands or causes of action of any kind, including but not limited to death, damages, or economic and non-economic damages or losses, that it or its members, officers, employees, volunteers, customers and agents may have against the Park District and its officers, appointed and elected officials, president and commissioners, employees, agents, attorneys, engineers and volunteers arising out of, connected with or in any way associated with the Licensed walkway.

B. **Risk of Injury:** The School District assumes the full risk of injuries, death, damages or losses of any kind which it or its employees, guests, invitees. or members of the public may sustain in any way in, on or about the walkway.

C. **Indemnity and Defense:** The School District agrees to protect, indemnify, save and hold forever harmless and defend the Park District and its officers, appointed and elected officials, president and commissioners, employees, agents, and volunteers from and against any and all liabilities, obligations, claims, damages of any kind, penalties, causes of action, costs and expenses brought by any person, including School District and its board members, officers, officials, employees, contractors, subcontractors, volunteers, customers and agents, arising out of, connected with or in any way associated with the approval, existence, use or operation of the walkway or any provision or section of this Amendment.

6. **Miscellaneous**. Other than as amended and provided herein, all other terms and conditions of the IGA shall remain in full force and effect, and the IGA is hereby ratified and affirmed, as amended hereby. Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the IGA. This Amendment may be executed in multiple counterparts, and each counterpart, when taken together, shall constitute one and the same agreement. Executed counterparts sent via facsimile or e-mail shall be effective to bind the Parties.

IN WITNESS WHEREOF, the Parties hereto have signed their names to this FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE WOODRIDGE PARK DISTRICT AND WOODRIDGE SCHOOL DISTRICT 68 FOR THE COOPERATIVE USE AND MAINTENANCE OF BUILDINGS AND SITES, to be effective as of the Effective Date.

Woodridge Park District

BY: _____
President, Board of Park Commissioners

ATTEST

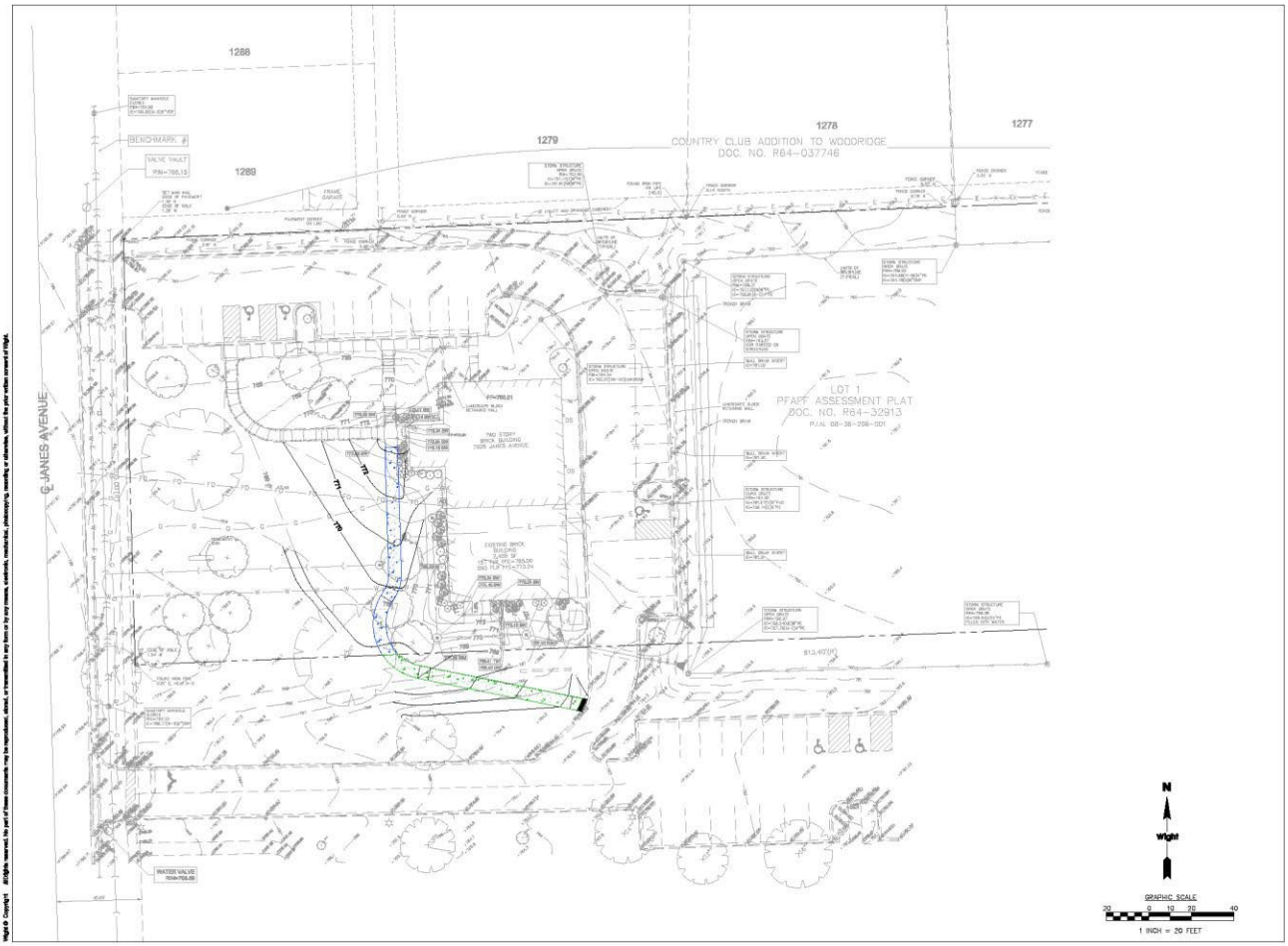
_____
Secretary

Woodridge School District 68

BY: _____
President, Board of Education

ATTEST

_____
Secretary



WOODRIDGE SCHOOL DISTRICT 68

Wight & Company
wightco.com
2500 North Frontage Road
Darien, IL 60561
P 630.969.7000
F 630.969.7979

NOT FOR CONSTRUCTION

REV	DESCRIPTION	DATE

DISTRICT ADMINISTRATIVE CENTER SIDEWALK ADDITION

7925 Janes Avenue
Woodridge, IL 60517

SIDEWALK EXHIBIT

Project Number: 210253
Drawn By: NCH
Sheet:

S:\Darien\Woodridge SD 68\210253 DAC Walkway Improvements\GIS\1) Drawings\02 GIS\EXHIBITS\210253_SIDEWALK_EXHIBIT.dwg Hammerle Dec 13, 2021 10:35:01 am
Wight Copyright - All rights reserved. No reproduction, use, or modification may occur in any form, electronic, mechanical, photocopying, recording, or otherwise, without the prior written consent of Wight.

EXHIBIT 2
(Attached Hereto)

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

THIS SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE WOODRIDGE PARK DISTRICT AND WOODRIDGE SCHOOL DISTRICT 68 FOR THE COOPERATIVE USE AND MAINTENANCE OF BUILDINGS AND SITES ("Second Amendment") is made and entered into as of the 26th day of October, 2026, by and between WOODRIDGE SCHOOL DISTRICT NUMBER 68, DuPage County, Illinois (the "School District"), and the WOODRIDGE PARK DISTRICT, located in Will and DuPage Counties, Illinois (the "Park District"), individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into that certain Intergovernmental Agreement dated November 1, 2018, for the cooperative use and maintenance of certain buildings and sites (the "IGA");

WHEREAS, the Parties subsequently entered into a First Amendment to the IGA (the "First Amendment");

WHEREAS, the Parties are units of local government and public agencies authorized pursuant to Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into intergovernmental agreements for the cooperative exercise of their respective powers and functions;

WHEREAS, the Parties have a longstanding cooperative relationship concerning recreational facilities and playgrounds that serve School District students and Park District residents;

WHEREAS, the Park District intends to design, purchase and construct a challenge course and related improvements at Jubilee Point Park adjacent to Jefferson Junior High School (the "Jubilee Point Park Challenge Course");

WHEREAS, the estimated total design, purchase and construction cost of the Jubilee Point Park Challenge Course is approximately Five Hundred Twenty Thousand Dollars ($520,000), of which Four Hundred Thousand Dollars ($400,000) is anticipated to be funded through a grant from the Illinois Department of Commerce and Economic Opportunity (the "DCEO Grant"), and the Parties desire to share equally the remaining project costs, subject to a maximum School District contribution of Sixty Thousand Dollars ($60,000);

WHEREAS, the Parties further desire to establish a framework for the cooperative replacement and substantial improvement of playground equipment, safety surfacing and related improvements at certain locations serving both Parties, including anticipated replacement periods and procedures for planning and approving future capital projects, while recognizing that expenditures for such projects remain subject to applicable budgeting, appropriation, procurement and approval requirements in accordance with applicable law and the governing procedures of each Party; and

WHEREAS, the Parties have determined that it is in their respective best interests to amend

the IGA to memorialize these arrangements.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, the Parties agree as follows:

Section 1: Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Second Amendment as though fully set forth herein.

Section 2: Jubilee Point Park Challenge Course.

A. The Park District shall be responsible for administration of the Jubilee Point Park Challenge Course project, including project planning and design, procurement and bidding, contracting, construction administration and observation, and coordination with applicable grant requirements.

B. The School District agrees to reimburse the Park District for fifty percent (50%) of the actual costs of the Jubilee Point Park Challenge Course remaining after deducting costs eligible for reimbursement under the DCEO Grant and any other grant funds or third-party funding specifically obtained for and applicable to the Jubilee Point Park Challenge Course; provided, however, that in no event shall the School District's contribution exceed Sixty Thousand Dollars ($60,000) without further written agreement approved by both Parties.

C. The Park District shall be responsible for the remaining costs of the Jubilee Point Park Challenge Course after application of applicable grant funding and the School District's contribution described in this Section.

D. Prior to requesting payment from the School District, the Park District shall provide the School District with reasonable documentation of the actual project costs incurred, the amount of such costs eligible for reimbursement under the DCEO Grant, and any other grant proceeds or third-party funding applicable to the project. The School District shall remit its required contribution to the Park District within forty-five (45) days after receipt of such documentation and an invoice from the Park District. The timing of payment or reimbursement to the Park District under the DCEO Grant shall not delay or otherwise affect the School District's obligation to make its required payment under this Section.

E. If the Park District subsequently receives grant proceeds or other third-party funding attributable to project costs previously included in calculating the School District's contribution, the Parties shall reconcile the School District's contribution so that the School District does not pay more than fifty percent (50%) of the project costs remaining after application of such funding, subject in all events to the Sixty Thousand Dollar ($60,000) maximum contribution established herein. Any resulting credit shall be applied against an unpaid amount owed by the School District or, if the School District has already paid its contribution, refunded by the Park District.

F. Any material modification to the Jubilee Point Park Challenge Course that would increase the School District's contribution above Sixty Thousand Dollars ($60,000) shall require the prior written approval of the School District. Nothing contained in this Second Amendment shall obligate the School District to contribute more than Sixty Thousand Dollars ($60,000) toward the Jubilee Point Park Challenge Course unless an additional contribution is separately approved in writing by the School District.

G. The Jubilee Point Park Challenge Course and the equipment and improvements installed as part of the project shall be located on Park District property and shall be owned, inspected, maintained, repaired and insured by the Park District, unless the Parties subsequently

agree otherwise in writing.

H. The School District may use the Jubilee Point Park Challenge Course for School District programs and activities, subject to reasonable coordination with the Park District. The School District shall be responsible for the supervision of its students, employees and participants and for the proper use of the Jubilee Point Park Challenge Course during School District programs and activities. Nothing in this Second Amendment shall be construed to make the Park District responsible for the supervision of School District students, employees or participants during School District use of the Jubilee Point Park Challenge Course.

Section 3: Cooperative Playground Replacement and Improvement Program. Section 3 of the IGA is hereby amended by adding the following new paragraph:

"Cooperative Playground Replacement and Improvement Program.

The Parties recognize the mutual benefit provided by playground and recreational facilities serving School District students and Park District residents and desire to continue their cooperative approach to the replacement and substantial improvement of such facilities.

During the term of this Agreement, if the Parties mutually approve a replacement or substantial improvement project in accordance with this paragraph, the approved project costs shall, subject to the provisions below, be shared equally, fifty percent (50%) by the School District and fifty percent (50%) by the Park District, at the following locations:

a. Jefferson Junior High School/Jubilee Point Park;
b. Edgewood School;
c. Goodrich School; (does not include fitness equipment previously funded by PTO)
d. Meadowview School – Lower/East Playground;
e. Meadowview School – Upper/West Playground;
f. Murphy School;
g. John L. Sipley School; and
h. Willowcreek School.

Costs eligible for sharing under this paragraph may include, without limitation:

a. play equipment and challenge course equipment;
b. engineered wood fiber, mulch, synthetic turf or other safety surfacing;
c. playground borders;
d. ancillary playground and site furnishings, including benches and trash or recycling receptacles;
e. ADA accessibility improvements, including ramps and accessible routes;
f. playground hardscape and infrastructure improvements reasonably associated with the project, including retaining walls, walkways, curbing, stormwater drainage pipe, tile, basins and similar improvements; and
g. landscape materials reasonably associated with or located within the vicinity of the playground or recreational facility, including shade trees, shrubs and similar plantings.

The Parties acknowledge that playground and challenge course equipment at the locations identified in this paragraph serves School District students and experiences substantial and concentrated use during school days, in addition to recreational use by Park District residents. In recognition of this level of use and the Parties' cooperative fifty percent (50%) cost-sharing partnership, playground and challenge course equipment at the locations identified in this paragraph shall generally be evaluated for replacement beginning on an approximately fourteen (14) year cycle, and safety surfacing shall generally be evaluated for replacement on an

approximately seven (7) year cycle, which shall supersede any previously recognized replacement cycle. The seven (7) year safety surfacing cycle is intended to provide for evaluation of the safety surfacing at approximately the midpoint of the anticipated equipment replacement cycle and again in connection with replacement of the associated equipment. The Parties recognize that the actual useful life of playground and challenge course equipment may vary based upon condition, usage, wear and tear, deterioration, safety considerations, availability of replacement parts, technological changes and other relevant circumstances. Accordingly, replacement may occur before or after the fourteen (14) year evaluation date; provided, however, that the Parties shall cooperate in good faith to plan, approve and complete replacement of such equipment no later than twenty-two (22) years after its installation, unless the Parties mutually agree in writing to a different replacement date based upon documented circumstances relating to the condition, useful life or continued safe operation of the equipment. Funding availability alone shall not constitute a basis for indefinitely postponing replacement beyond the twenty-two (22) year period.

Beginning not later than the fourteenth (14th) year following installation of playground or challenge course equipment at a location identified in this paragraph, the Parties shall periodically confer regarding the condition, anticipated remaining useful life, estimated replacement cost, potential funding sources and anticipated replacement schedule for such equipment. The purpose of such planning shall be to permit each Party to incorporate its anticipated share of replacement costs into its long-range capital planning and budgeting.

Prior to the commencement of any future replacement or improvement project for which cost sharing is sought pursuant to this paragraph, the Parties shall mutually agree in writing upon the timing, scope, design and budget for the particular project. Each Party's participation in and expenditure of funds for the project shall be subject to all applicable statutory budgeting, appropriation, procurement and expenditure requirements and to any approval required by that Party's governing body.

Except for the School District's contribution to the Jubilee Point Park Challenge Course expressly authorized by this Second Amendment, the expenditure of funds for future replacement or improvement projects shall remain subject to applicable statutory budgeting, appropriation, procurement and expenditure requirements and to any approval required by each Party's governing body. Nothing in this paragraph shall eliminate or otherwise limit either Party's obligation to cooperate in good faith in planning for and providing for the replacement of playground and challenge course equipment within the replacement periods established above.

Once a future project has been mutually approved in accordance with this paragraph, the approved project costs shall be allocated fifty percent (50%) to the School District and fifty percent (50%) to the Park District, unless the Parties expressly agree in writing to a different allocation for that particular project.

Unless otherwise mutually agreed in writing for a particular project, the Park District, through its Planning and Development Department, shall provide its customary landscape architecture services for the planning, design, bidding and construction administration of jointly funded playground projects without charge to the project.

Any third-party architectural, engineering, landscape architectural, surveying or other professional or consulting services required for a project shall constitute a project cost only if included in the mutually approved project budget.

Grant proceeds or other third-party funds specifically obtained for a particular project shall be applied first to costs eligible for such funding before determining the project

costs to be shared by the Parties, unless the applicable grant requirements or a separate written agreement between the Parties provides otherwise. The timing of receipt of grant reimbursement shall not, by itself, alter the cost-sharing allocation for an approved project.

Nothing contained in this paragraph shall constitute a present appropriation or expenditure of funds for a future project. **Rather, this paragraph establishes the Parties' agreement concerning the planning, replacement periods and cost-sharing framework applicable to future projects, with expenditures for such projects remaining subject to the applicable statutory budgeting, appropriation, procurement and approval requirements of each Party.**

Section 4: Ownership, Maintenance and Responsibility for Improvements.

A. Except as specifically provided in this Second Amendment or subsequently agreed in writing with respect to an approved project, ownership, inspection, maintenance, repair, replacement, insurance and operational responsibilities for facilities and equipment shall remain allocated as provided in the IGA.

B. The cost-sharing provisions of this Second Amendment shall not, by themselves, alter ownership of any equipment, playground, safety surface or other improvement or transfer responsibility for routine inspection, maintenance, repair, replacement or insurance from one Party to the other.

C. For any future jointly funded improvement located on School District property, the Parties shall, as part of the written project approval required by Section 3 of this Second Amendment, identify any ownership, inspection, maintenance, repair, replacement or insurance responsibilities that are not otherwise established by the IGA.

D. Equipment or improvements owned by the School District or a School District PTA or similar school-affiliated organization shall not become the property or maintenance responsibility of the Park District solely because the Park District participates in the planning, design or funding of a related project. Any assumption by the Park District of responsibility for maintenance of such equipment or improvements shall be expressly agreed to in writing.

E. Nothing in this Section shall alter the ownership and maintenance responsibilities expressly established for the Jubilee Point Park Challenge Course in Section 2 of this Second Amendment.

Section 5: Indemnification and Insurance. Sections 10 and 11 of the IGA concerning indemnification and insurance shall apply to all activities and projects undertaken pursuant to this Second Amendment.

Nothing contained in this Second Amendment is intended to expand or diminish either Party's obligations under Sections 10 or 11 of the IGA or any immunity, defense or limitation of liability available to either Party under applicable law.

Section 6: No Third-Party Beneficiaries. Nothing contained in this Second Amendment is intended to create or confer any right, benefit or cause of action upon any person or entity other than the Parties.

Section 7: Miscellaneous. Except as expressly amended by this Second Amendment or the First Amendment, all terms and conditions of the IGA shall remain in full force and effect, and the IGA, the First Amendment and this Second Amendment shall be read together and construed as one agreement.

Without limiting the foregoing, Section 12 of the IGA concerning the term and renewal of the IGA shall remain unchanged and in full force and effect. Nothing contained in this Second Amendment shall extend the term of the IGA or eliminate, restrict or otherwise modify either

Party's right to provide notice of nonrenewal in accordance with Section 12 of the IGA.

In the event of any conflict or inconsistency between the provisions of this Second Amendment and the IGA or First Amendment with respect to the subject matter addressed herein, the provisions of this Second Amendment shall control.

This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Signatures transmitted by electronic mail or other electronic means shall be effective and binding upon the Parties to the same extent as original signatures.

Section 8: Authority. Each person executing this Second Amendment represents and warrants that he or she has been duly authorized by the governing body of the Party on whose behalf this Second Amendment is executed to execute and deliver this Second Amendment.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their duly authorized officers as of the date first written above.

WOODRIDGE PARK DISTRICT	**WOODRIDGE SCHOOL DISTRICT 68**
By: _____	By: _____
President, Board of Park Commissioners	President, Board of Education
Attest:	Attest:
_____	_____
Secretary, Board of Park Commissioners	Secretary, Board of Education