

INTERGOVERNMENTAL AGREEMENT
FOR PROVISION OF CERTAIN SERVICES
BY THE PARK DISTRICT TO THE SCHOOL DISTRICT

This Intergovernmental Agreement (“Agreement”) is entered into on the dates set forth below, by and between the West Chicago Park District (the “Park District”) and the West Chicago School District 33 (the “School District”) and. The Park District and the School District are hereinafter sometimes referred to individually as a “Party,” and collectively as the “Parties.”

WHEREAS, the School District desires to utilize Park District’s experience and services to assist School District as described in this Agreement; and

WHEREAS, the Park District and School District have the authority to enter into this Agreement pursuant to Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term**. The term of this Agreement shall commence on the date of the last Party to sign this Agreement, and shall terminate on August 15, 2030, unless otherwise terminated as provided herein. The Agreement may be renewed for additional terms thereafter, by mutual written agreement of the Parties signed by authorized officers of the Parties.
2. **Termination**. This Agreement may be terminated as follows:
 - a. at any time by mutual written agreement of the Parties;
 - b. by either Party for convenience, upon sixty (60) days’ written notice; or
 - c. by either Party for cause. In the event of the failure of any Party to perform any or all of its duties and obligations under the terms and conditions of this Agreement, the other Party may provide written notice of such breach to the breaching Party and may thereafter terminate this Agreement in the event that the breaching Party shall not have cured such breach within thirty (30) days after receipt of such notice.
3. **Park District Responsibilities**. The Park District agrees to perform the following duties and responsibilities:
 - a. **Provision of Services**: The Park District agrees to provide the School District with the following services (collectively, the “Services”):
 - i. **Fuel Services**. The Park District’s fuel services is located at 830 W. Hawthorne Lane. School District personnel can access this with an issued padlock key. School District personnel will begin fueling once their driver code and vehicle key is entered into the keypad. The School District will need to update the Park

District of any additional drivers or vehicles that will need to be input into the fueling system.

- ii. **Maintenance of Fueling System.** The Park District shall perform regular maintenance to ensure that all fuel service equipment is functional and in good working order so as not to impede the School District's ability to exercise their rights as set forth in this Agreement. All costs and expenses associated with the responsibilities of this paragraph shall be the sole responsibility of the Park District.

- 4. **School District Responsibilities.** The School District agrees to perform the following duties and responsibilities:
 - a. School District must comply with all applicable District, state, and federal rules and regulations in using the Fuel Services.
 - b. **Payment for Services.**
 - i. **Fuel Services.** The Park District will charge the School District based on the number of gallons used at a rate to be mutually agreed upon by the Parties. An additional \$0.06 for each gallon will be assessed for upkeep of equipment. Payment to be made in quarterly increments by July 31, October 31, January 31, April 30. A one-time fee of \$30.00 per keycard/pad lock key will be assessed, with an administrative fee of \$10.00 for updating any existing keycard.
- 5. **Employment and Supervision.** All Park District staff members providing services pursuant to this Agreement are and will remain employees of the Park District rather than the School District. The Park District shall be responsible for the payment of salaries and benefits, and the evaluation, supervision and direction of Program staff members.
- 6. **Property Damage.** The School District shall pay the cost of repair for any damages beyond normal wear and tear (including, but not limited to, damage to buildings, equipment, supplies, or fixtures) that is caused by the negligence or intentional misconduct of a School District employee or agent during the provision and receipt of the Services.
- 7. **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.
- 8. **Indemnification.** To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless the Park District, its individual Board members, administrators, employees, volunteers and agents ("Park District Indemnitees") from and against any and all claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorney's fees and court costs) arising from or in connection with the School District's activities under this Agreement and any breach of this Agreement, except to the extent that said claims, demands, actions, liabilities, damages, costs and/or expenses have been caused by the negligence or intentional wrongful conduct of the Park District Indemnitees. The indemnification obligations contained in this Paragraph are subject to any defenses or limitations of liability permitted under the Local

Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq., or otherwise provided by law.

9. **Insurance.** The School District shall keep in force at all times during the term of this agreement Commercial General and Auto Liability Insurance specifically including bodily injury, personal injury, and property damage with limits of not less than \$1,000,000 per occurrence, written on an occurrence basis and at all times naming the Park District, its public officials, employees, volunteers and agents as additional insured. The policy and/or coverage shall also contain a "contractual liability" clause. In the event that the School District is self-insured, a member of an intergovernmental pool or provides for its risk financing by a means other than commercial insurance, the School District shall keep in force at all times during the term of this agreement, General and Auto Liability coverage specifically including bodily injury, personal injury, contractual liability and property damage limits of not less than \$1,000,000 per occurrence provided on an occurrence basis and at all times specifically extending that coverage to the Park District, its public officials, employees, volunteers, and agents as additional insured. In addition, the School District shall furnish certificates of insurance and/or coverage in place as required herein. All coverage provided by School District herein shall be primary coverage as to the Park District. Any insurance or self- insurance maintained by the Park District shall be excess of School District's insurance and shall not contribute with it.
10. **Governing Law and Severability.** This Agreement shall be construed in accordance with the laws of the State of Illinois. If any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and each remaining term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
11. **Notice.** Notices shall be deemed properly given hereunder if in writing and either hand delivered, sent by United States certified mail, return receipt requested, postage prepaid, or sent by a national overnight courier service to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to School District:
312 E. Forest Ave. West Chicago, IL 60185

If to Park District:
201 W. National St. West Chicago, IL 60185

All such notices shall be effective upon delivery

12. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the Program and cannot be modified except in a writing, dated subsequent to the date hereof and signed by authorized officers of both Parties.
13. **No Joint Venture or Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither Park District nor School District shall have the power to bind or obligate the other except as to the extent expressly set forth in this Agreement. It is mutually understood that Park District does not by virtue of services rendered to School District expressly or impliedly undertake to perform or assume any duty owed

by School District to any of School District's employees, students, visitors or other third persons in respect to the safe/healthful maintenance and/or operation of the facilities/properties where Park District's services are performed. Any and all obligations contained in this Agreement are for the sole benefit of the contracting parties and are not intended to acknowledge, establish or impose any duty as to third parties.

14. **Authority**. The individual officers of Park District and School District who have executed this Agreement represent and warrant that they have the full power and lawful authority to execute this Agreement and perform and fulfill the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective governing boards.
15. **Waiver**. The waiver by either Party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained. None of the terms, covenants, or conditions of this lease can be waived by either Party except by appropriate written instrument signed by an authorized officer of the waiving Party.
16. **Multiple Counterparts**. This Amendment may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute but one and the same instrument. In the event any signature is delivered by facsimile or by email delivery of a scanned electronic file, such signature shall create a valid and binding obligation of the party with the same force and effect as if the facsimile or scanned electronic signature page were an original thereof.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Park District and the School District have caused this Agreement to be executed on the dates set forth below.

WEST CHICAGO PARK DISTRICT

By: _____
Its: _____

Attest: _____
Its: _____

Date: _____

WEST CHICAGO SCHOOL DISTRICT 33

By: _____
Its: _____

Attest: _____
Its: _____

Date: _____