

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

**This Intergovernmental Agreement** (the “*Agreement*”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“*Effective Date*”) 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*”).

**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**, while both Parties have historically used, maintained, and improved portions of Blythe Park, which is located adjacent to Blythe Park Elementary School and is depicted in **Exhibit A** (the “*Property*”), the public records concerning which Party owns the Property lack clarity (the “*Ambiguity*”); and

**WHEREAS**, each Party acknowledges the other Party’s claim that it owns and may freely use all or part of the Property, and do not want the Ambiguity to prevent the use of the Property for the benefit of the Parties, students, and all Village residents; and

**WHEREAS**, both Parties currently use the Property for their own programs and activities; and

**WHEREAS**, the School District desires to construct, improve, and use a playground on the Property (the “*Playground*”); and

**WHEREAS**, the Village desires to construct, improve, and use a basketball court on the Property (the “*Basketball Court*”) (the Playground and Basketball Court shall collectively be referred to as the “*Structures*”); and

**WHEREAS**, to facilitate the construction and maintenance of the Structures and the continued use of the Property, each Party desires to allow the other Party to use, maintain, and improve the Property, as provided herein, and the Parties have determined that allowing such activities would be appropriate, useful, and in the best interests of the Parties, students, and all 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. **Recitals.** The above stated recitals are incorporated into this Agreement by this reference.

2. **Term.** This Agreement shall be in force and effect as of the Effective Date. The Agreement shall have an initial term of 10 calendar years, beginning on the Effective Date, unless earlier terminated according to this Section. Thereafter, this Agreement shall automatically renew for successive 5-year terms beginning on each anniversary of the Effective Date; provided, however, that either party may elect not to renew this Agreement by providing written notice of such election to the other party at least 90 days prior to expiration of the then-current term. The term of this Agreement (including the initial term and any and all renewal terms) is referred to herein as the "**Term**."

This Agreement may be terminated with or without cause by either Party upon one hundred and eighty (180) days advance written notice to the other Party. This Agreement may also be terminated by either Party upon thirty (30) days advance written notice in the event of material breach of the terms or conditions of this Agreement; provided however, the thirty (30) day notice of termination shall not be effective if the Party alleged to be in breach cures the material breach with the thirty (30) day period if the nature of the breach is such that a cure can reasonably be completed within thirty (30) days, or, if such cure cannot be reasonably completed within thirty (30) days, the Party alleged to be in breach commences a cure within the thirty (30) day period and diligently pursues such cure to completion thereafter.

3. **License Granted to School District.** Subject to the terms of this Agreement, the Village grants the School District a non-exclusive license ("**District License**") to use the Property for the purpose of constructing and using the Playground in strict conformity with plans that have been approved in writing by the Village ("**Playground Plans**"), which approval shall not be unreasonably withheld. The School District shall construct the Playground in a safe, sanitary, lien-free, and workmanlike manner and in accordance with the Playground Plans and all applicable laws and regulations, including Village ordinances and permitting requirements. Following completion of any construction of the Playground, the School District shall, at the School District's sole cost and expense, restore all affected portions of the Property to substantially the same condition as existed prior to such work or otherwise in accordance with a restoration plan approved by the Village.

4. **License Granted to Village.** Subject to the terms of this Agreement, the School District grants the Village a non-exclusive license ("**Village License**") (the District License and the Village License shall collectively be referred to as the "**Licenses**") to use the Property for the purpose of constructing and using the Basketball Court in strict conformity with plans that have been approved in writing by the School District ("**Basketball Court Plans**"), which approval shall not be unreasonably withheld. The Village shall construct the Basketball Court in a safe, sanitary,

lien-free, and workmanlike manner and in accordance with the Basketball Court Plans and all applicable laws and regulations, including Village ordinances and permitting requirements. Following completion of any construction of the Basketball Court, the Village shall, at the Village's sole cost and expense, restore all affected portions of the Property to substantially the same condition as existed prior to such work or otherwise in accordance with a restoration plan approved by the School District.

**5. Additional Structures.** The Parties may agree to allow the construction of additional structures ("*Additional Structures*") on the Property, so long as the Additional Structures are (a) identified and described in an addendum to this Agreement, and (b) such addendum provides for each Parties' rights and responsibilities with respect to the Additional Structure.

**6. Reservation of Rights.** Each Party hereby reserves the right to use the Property in any manner that will not prevent, impede, or interfere with the exercise by the other Party of the rights granted hereunder.

**7. Maintenance and Repair of Structures.** The Village shall repair and maintain the Structures in a safe, sanitary, lien-free, and workmanlike manner and in accordance with all applicable laws and regulations, including Village ordinances (the "*Maintenance Obligation*"). The School District shall have the option, but not the obligation, to repair and maintain either or both Structures following their construction. If the Village reasonably determines that the cost of the Maintenance Obligation has become impractical, then the Village shall have the option, but not the obligation, to remove the Structure or Structures at the Village's sole cost unless the School District assumes the Village's Maintenance Obligation in writing within 30 days after receiving notice from the Village that the Village intends to remove either Structure. If the Village removes either or both Structures, its Maintenance Obligation shall terminate with regards to the removed Structure(s) and the Village shall restore the relevant portion of the Property, at its sole cost and expense, in a manner that is consistent with the Village Code. If the Village does not restore the relevant portion of the Property in a manner that is consistent with the Village Code within 30 days after removal of a Structure, or such additional time as is reasonably required to complete the restoration, the School District may use its own forces to restore the Property and the Village shall reimburse the School District for the reasonable costs it incurs within 30 days after the School District sends a written invoice to the Village.

If this Agreement is terminated, the Village's Maintenance Obligation shall terminate and, unless the Parties agree in writing otherwise, the Village shall remove the Structures and restore the Property in a manner that is consistent with the Village Code. The cost of such removal and restoration shall be shared equally between the Parties.

**8. Other Maintenance Obligations.** Except as otherwise provided herein or otherwise by agreement of the Parties, the Village shall be responsible for repairing and maintaining the Property, depicted in Exhibit A. Additionally, Parties recognize that there is an

area adjacent to the Property, depicted and outlined in **Exhibit B**, that the School District uses and maintains in connection with various educational activities (the "**School Property**"). The Village shall not be responsible for repairing or maintaining the School Property, unless the Village or its agents are found to have negligently caused damage to the School Property.

**9. Indemnification.** The School District and the Village each agree to mutually indemnify, defend, and hold harmless the other party and their respective Board members, officers, employees, and agents from all claims, causes of action, liability, damages, whether to person (including death) or property, costs (including reasonable attorneys' fees), and losses (collectively "**Loss**") where and to the extent the Loss arises out of the indemnifying party's acts or omissions, or where and to the extent the Loss arises out of the indemnifying party's failure to perform its material obligations under this Agreement. Nothing contained in this Section or in any other provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses available to either of the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

**10. Successors and Transferees.** The Licenses described herein shall not be transferred or assigned without the prior written consent of the Parties. In the event that the Parties approve transfer or assignment of any License, the Parties acknowledge and agree that the obligations assumed by the relevant Party under this Agreement shall be binding upon such transferee or licensee.

**11. Insurance.** The Parties, at their sole cost and expense, will keep in full force and effect during the term of this Agreement their usual and customary commercial general liability insurance, including contractual liability coverages and property insurance, and shall name the other Party as an additional insured on its comprehensive commercial general liability insurance.

**12. Miscellaneous.**

**a. Time of the Essence.** Time is of the essence in the performance of all of the terms and conditions of this Agreement.

**b. Applicable Law.** This Agreement shall be interpreted under and governed by 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.

**c. Amendment.** This Agreement may be modified, amended, or annulled only by the written agreement of the Village and the School District.

**d. Survival.** All representations and warranties contained herein shall survive the execution of this Agreement and the recordation thereof and shall not be merged.

**e. Severability; Waiver.** If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver or breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant, or obligation or of any subsequent breach thereof.

**f. Authorization.** Each party represents and warrants that it has the full power and authority to legally undertake the obligations set forth in this Agreement. The parties acknowledge that they have read and understand this Agreement, and agree to be bound by its terms.

**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.

**THE VILLAGE OF RIVERSIDE**

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

By: \_\_\_\_\_  
Village Manager

By: \_\_\_\_\_  
Superintendent

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A**  
**Depiction of the Property**





**EXHIBIT B**  
**Depiction of the School Property**



