

**MARJORIE MURRAY PARK
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2013, by and between the Board of Commissioners of the Geneva Park District, a Municipal Corporation, 710 Western Avenue, Geneva, Illinois 60134, hereinafter referred to as the "Park District", and the Board of Education of the Geneva Community Unit School District #304, Kane County, Illinois, 227 N. Fourth Street, Geneva Illinois 60134, hereinafter referred to as the "School District", all of whom are collectively referred to herein as the Parties and do hereby agree as follows:

RECITALS

WHEREAS, the Park Site which is the subject matter of this agreement is commonly known as the "Marjorie Murray Park" hereinafter referred to as the "Park Site" and is depicted on the drawing by Upland Design, a copy of which is attached hereto as Exhibit A, and

WHEREAS, the School District is the owner of the real estate located at the northwest corner of Logan and Center Street, Geneva, Illinois depicting where the Park Site will be located, and shown on the map, a copy of which is attached hereto as Exhibit B, and

WHEREAS, the Park District desires to use a portion of the School District's real estate for the location of the Marjorie Murray Park Site, according to the terms and conditions of this agreement, and

WHEREAS, the Park District is authorized pursuant to the Illinois Compiled Statutes, 70 ILCS 1205/8-18 to contract in furtherance of any of their corporate purposes, and

WHEREAS, the Parties are authorized, as local government bodies, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and by Illinois Compiled Statutes, 5 ILCS 220/1, et. seq., entitled "Intergovernmental Cooperation Act", to enter into contracts and agreements and cooperate in the performance of their corporate purposes.

IN CONSIDERATION of mutual covenants and conditions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Parties do hereby agree as follows:

1. **Construction of Park Site:** The Park District was responsible for paying all of the cost of the design and construction and installation of play structures and equipment on the Park Site. Construction was complete in the fall of 2003. All construction was completed and inspected in accordance with all applicable local, state and federal laws, rules and regulations related and applicable hereto. All construction was completed in a good and workmanlike timely manner and by contractors that were knowledgeable, experienced and skilled in the particular trade and with the appropriate attention given to the safety and security of the construction site.

2. **Maintenance of Park Site:** The Park District will have sole and complete responsibility for all of the cost of operation, maintenance and inspection of the Park Site. In the spirit of intergovernmental cooperation between the Park District and School District, the Parties agree that the Park District shall make no payments of money to the School District for the use of the Park Site. The Park District shall install and maintain any signage that may be required to identify the Park Site as approved in advance by the School District.

3. **Hold Harmless and Indemnification:** The Park District shall indemnify and hold the School District harmless from all loss, claim, suit, demand, damage, expense, judgment and court costs (including attorneys' fees) resulting from any injury to or death of any person or damage to any property of persons using the Park Site that is caused by or resulting from any negligent act or omission of the Park District, its employees, agents and contractors in the maintenance and operation of the Park Site.

4. **Insurance:** At all times during the term of this agreement, the Park District will keep in full force and effect and maintain insurance coverage on the Park Site in accordance with their normal policies and practices with Park District Risk Management Agency or such other subsequent insurance company as the Park District subsequently conducts business with coverage for personal injury, death and property damage in the amount of not less than its current coverage written on an occurrence basis. The Park District will name the School District

as an "additional party insured" on the insurance policy. A copy of the Certificate of Insurance is attached hereto as Exhibit C. Thereafter, upon written request, the Park District will furnish to the School District, not less than annually, upon renewal, a copy of the Certificate of Insurance for subsequent years during the term of this agreement.

5. **Term of Agreement:** The Park District shall have the right to operate the Park Site for a period of five (5) years from July 1, 2013 to July 1, 2018. After the five (5) year term, either Party may, upon written notice to the other Party, terminate the agreement by stating the specific termination date. Either Party shall give at least one hundred twenty (120) days advanced written notice of the effective date of termination. All playground equipment and other improvements constructed on the premises shall be removed by the Park District upon the termination of this agreement and the underlying premises shall be restored to its original condition by the replacement of black dirt, proper grading, and the re-establishment of grass seed. To the extent possible, notice will be given at the time during the seasons so as to allow the Park District time to remove the Park Site in the spring, summer or fall months.

6. **Notices:** All notices given by either Party to the other shall be in writing and served either personally or sent by certified mail, return receipt requested or by facsimile or email to the other Party during business days from Monday through Friday from 9:00 AM to 5:00 PM, excluding state and federal legal holidays. Notice given on any other date or at any other time shall not become effective until the next business day. Neither party shall refuse or unreasonably delay in the acceptance of any notice. Notice shall be deemed effective on the date of postmark in the United States Postal Service or on the date of personal delivery. Notice by fax or email shall not become effective unless acknowledged by the intended recipient. Unless otherwise advised in writing, Notice shall be given to the following address:

Geneva Park District
710 Western Avenue
Geneva, IL 60134
Attn: Executive Director

Geneva Community Unit School District #304
227 North Fourth Street
Geneva, IL 60134
Attn: Superintendent of Schools

7. **Amendments:** The agreement may be amended, in writing, from time to time, upon the subsequent agreement and signature of the Parties hereto.

8. **Compliance:** The Park District will conduct all operations on the Park Site in full compliance with all applicable local, state and federal law.

9. **Recitals:** The Parties agree that the aforesaid Recitals are incorporated into and made a part of this agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on this agreement to become effective on the date first written above.

Geneva Park District
Board of Commissioners

Geneva CUSD #304
Board of Education

By: _____
Susan Vander Veen, President

By: _____
Mark Grosso, President

ATTEST:

By: _____
Sheavoun Lambillotte, Secretary

By: _____
Dr. Kent Mutchler, Secretary

Summary of Exhibits Attached:

- Exhibit A – Drawing of Park Site
- Exhibit B – Map showing location of Park Site
- Exhibit C – Certificate of Insurance

STATE OF ILLINOIS)
) ss
COUNTY OF KANE)

I, undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Susan VanderVeen, President of the Board of Commissioners of the Geneva Park District, a Municipal Corporation, and Sheavoun Lambillotte, Secretary of said Corporation who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such President and Secretary, respectively, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instruments as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes herein set forth; and the said Secretary then and there acknowledged that he, as custodian of the Corporation, did affix that corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation,, for the uses and purposes therein set forth herein.

Given under my hand and official seal, this _____ day of _____, 2013.

Notary Public

STATE OF ILLINOIS)
) ss
COUNTY OF KANE)

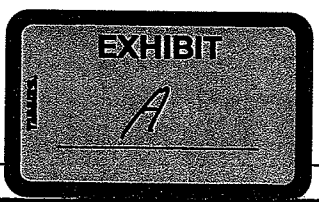
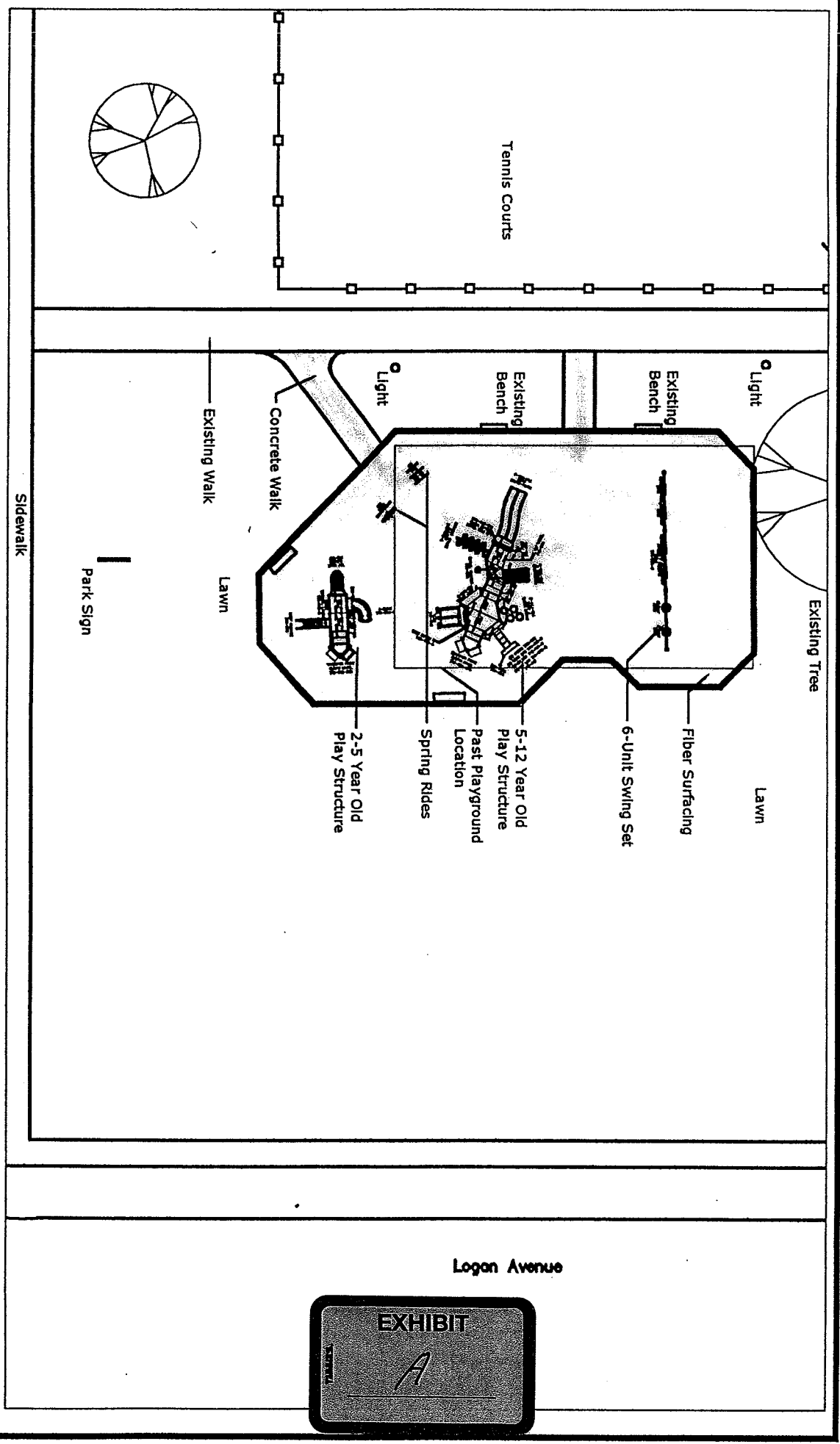
I, undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Mark Grosso, President of the Board of Education of the Geneva Community Unit School District #304, a Municipal Corporation, and Dr. Kent Mutchler, Secretary of said Corporation who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such President and Secretary, respectively, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instruments as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes herein set forth; and the said Secretary then and there acknowledged that he, as custodian of the Corporation, did affix that corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation,, for the uses and purposes therein set forth herein.

Given under my hand and official seal, this _____ day of _____, 2013.

Notary Public

Concept A

Marjorie Murray Park
 Geneva Park District



SCALE
 1" = 10'



DATE
 1/12

NO.	DATE	BY

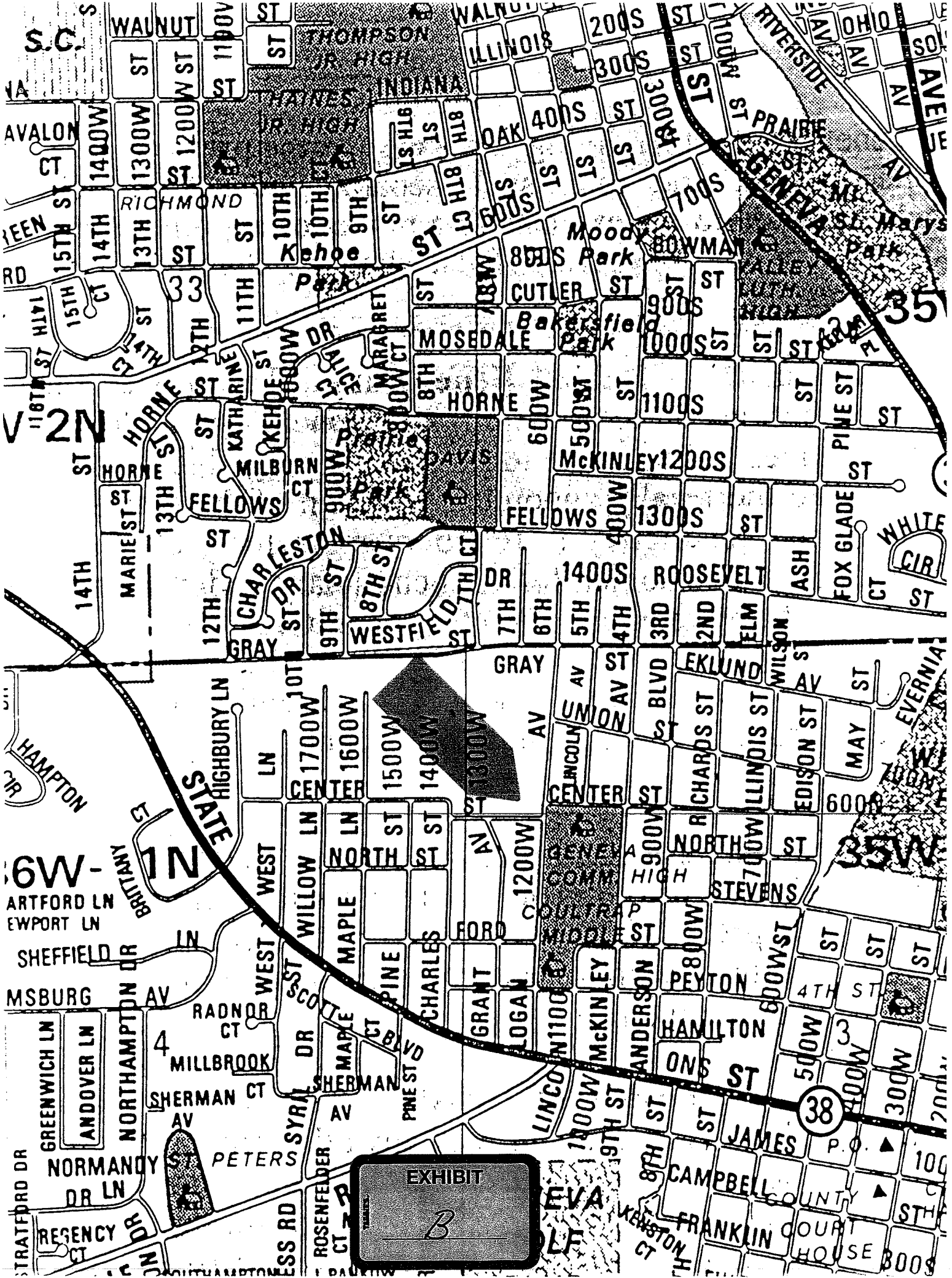


EXHIBIT
B

CERTIFICATE OF COVERAGE

Name and Address of Agency

Park District Risk Management Agency
 P.O. Box 4320
 Wheaton, IL 60189-4320
 (630) 769-0332

Name and Address of Member

Geneva Park District
 710 Western Avenue
 Geneva, IL 60134

SCOPE OF COVERAGE

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments that are applicable to the members.

The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year.

Scope of Coverage	Policy Number	Coverage Dates	Limits Each Occurrence	
General Liability x Commercial general liability x Occurrence	L010113	01/01/2013 - 12/31/2013	Bodily Injury and Property Damage combined	\$17,000,000
			Personal Injury	\$17,000,000
Automobile Liability x Any auto	GEM-0003-A10001	01/01/2013 - 12/31/2013	Bodily Injury and Property Damage combined	\$1,000,000
Workers' Compensation	WC010113	01/01/2013 - 12/31/2013		Statutory
Employers Liability	GEM-0003-A10001	01/01/2013 - 12/31/2013		\$3,000,000
Property	P0700113	01/01/2013 - 12/31/2013		
Other		01/01/2013 - 12/31/2013		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Geneva School District #304 is/are additionally insured for Geneva Park District's use of facilities.

Coverage is for general liability with respect to the operations of the Geneva Park District. Additional insured coverage shall not apply to any liability resulting from the certificate holder's own negligence or the negligence of its servants agents or employees.

Certificate Holder

Geneva School District #304
 227 N. 4th Street
 Geneva, IL 60134

Date Issued: 12/1/2012

Brett Davis

Authorized Representative