

VILLAGE OF RIVERSIDE

RESOLUTION NO. 2025-R-14

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

WHEREAS, the Village of Riverside ("**Village**") owns Blythe Park (the "**Property**"), which is located adjacent to Blythe Park Elementary School; and

WHEREAS, the Village and the Board of Education of Riverside School District 96 ("**School District**") have historically used, maintained, and improved portions of the Property in a cooperative manner for the benefit of the Village residents and School District students; and

WHEREAS, the School District desires to construct, improve, and use a playground on the Property, at its own expense, for the use and benefit of its students and the public; and

WHEREAS, the Village desires to repurpose the existing tennis court on the Property as a multi-purpose court, including but not limited to a basketball court, at its own expense, for the use and benefit of School District students and the public; and

WHEREAS, to facilitate the construction and maintenance of these structures, mutual cooperation amongst governmental units, and the continued use of the Property for the public benefit, the Village desires to enter into an agreement ("**Agreement**") to allow the School District to use, maintain, and improve a portion of the Property subject to certain conditions; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage such intergovernmental cooperation; and

WHEREAS, the President and Board of Trustees of the Village of Riverside find and determine that entering into the attached Agreement is in the best interests of the Village, School District, students, and all Village residents;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RIVERSIDE, COUNTY OF COOK, STATE OF ILLINOIS, as follows:

SECTION ONE: **Recitals.** The foregoing recitals are hereby incorporated into and made a part of this Resolution as if fully set forth herein.

SECTION TWO: **Approval of Agreement.** The Village President and Board of Trustees of the Village of Riverside approve and accept the Agreement in substantially the form attached hereto as **Exhibit A** and made a part hereof, subject to such modifications as the Village Manager finds (in consultation with the Village Attorney) to be consistent with the intent and purposes of Exhibit A. Further, the Village President and Board of Trustees of the Village of Riverside authorize and direct the Village President, Clerk, and Village Manager, or their designees, to execute and deliver the Agreement and to take such further actions that are necessary to fulfill the Village's obligations under the Agreement.

SECTION THREE: **Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

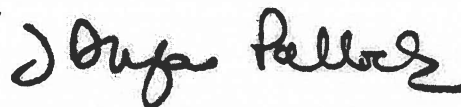
PASSED this 6 day of March, 2025.

AYES: Mateo, Claucherty, Evans, Kos, Gallegos

NAYS: 0

ABSENT: Marsh-Ozga

APPROVED this 6 day of March, 2025.



Village President

ATTEST:



Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Emily Stenzel, Clerk of the Village of Riverside, in the County of Cook and State of Illinois, do hereby certify that the foregoing is a true and correct copy of that certain Resolution now on file in my office, entitled:

2025 RESOLUTION NO. 14

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

which Resolution was passed by the Board of Trustees of the Village of Riverside at a Regular Village Board Meeting on the 6 day of March, 2025, at which meeting a quorum was present, and approved by the President of the Village of Riverside on the 6 day of March, 2025.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Riverside was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Riverside, and that the result of said vote was as follows, to-wit:

AYES: Mateo, Clancherty, Evans, Kos, Gallegos

NAYS: Ø

ABSENT: Marsh-Ozga

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Riverside, this 6 day of March, 2025.



Village Clerk

[SEAL]

EXHIBIT A

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

**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 6 day of MARCH, 2025 ("**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, the Village owns Blythe Park, which is located adjacent to Blythe Park Elementary School and is depicted in Exhibit A (the "**Property**"); and

WHEREAS, Parties have historically used, maintained, and improved portions of the Property in a cooperative manner for the benefit of the residents of Riverside and students of the School District; and

WHEREAS, the School District desires to construct, improve, and use a playground on the Property (the "**Playground**"), at its own expense, for the use and benefit of its students and the public; and

WHEREAS, the Village desires to repurpose the existing tennis court on the Property as a multi-purpose court including but not limited to a basketball court ("**Multi-Purpose Court**"), at its own expense, for the use and benefit of School District students and the public; and

WHEREAS, the Parties have determined that it would be appropriate, useful, and in the best interests of the Parties, students, and all Village residents to facilitate the construction and maintenance of the Playground and Multi-Purpose Court, and the continued use of the Property, pursuant to this Agreement; 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 are to be approved by the Village Board of Trustees ("**Playground Plans**"). The School District shall construct the Playground in a safe, sanitary, lien-free, and workmanlike manner and in accordance with the Playground Plans to be approved 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. **Maintenance and Repair of Playground.** Following the School District's construction of the Playground, the Village shall repair and maintain the Playground 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 the Playground following its 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 Playground 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 the Playground. If the Village removes the Playground, its Maintenance Obligation shall terminate with regards to the Playground.

5. **Repurposing of Tennis Court as the Multi-Purpose Court.** The Village shall, within a reasonable period of time following execution of this Agreement, perform such construction activities necessary to repurpose the tennis court, depicted in Exhibit B, as a Multi-Purpose Court, which Multi-Purpose Court shall be available for use by the School District along with the general public. The design and construction of the Basketball Court shall be determined by the Village in its absolute discretion.

6. **Tree Preservation.** The Parties agree that during construction of the Playground and multi-purpose courts, all appropriate actions will be taken to protect existing trees and that no specimen trees will be removed as part of the construction process. The Village reserves the right to reject any Playground Plans that, in the Village's opinion, pose an unreasonable risk to any existing or specimen trees in the area.

7. **Re-Subdivision of Property.** The Parties agree to negotiate in good faith a mutually acceptable re-subdivision and other exchange of property rights in connection with the Property and the adjacent Blythe Park Elementary School property owned by the School District (the "**Re-Subdivision**"). The Re-Subdivision shall establish a lot of record owned by the School District on which School District buildings and appurtenances are located, and a separate lot of record owned by the Village for that portion of the Property traditionally used as Blythe Park. The reasonable processing and administrative costs associated with the Re-Subdivision shall be the responsibility of the Village.

8. **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.

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 District License shall not be transferred or assigned without the prior written consent of Village. In the event that the Village approves transfer or assignment of the District License, the Parties acknowledge and agree that the obligations assumed by the School District 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.

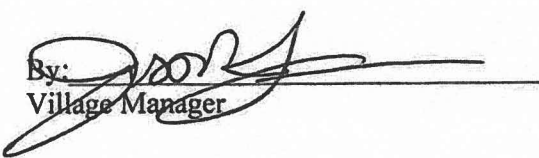
d. Survival. All representations and warranties contained herein shall survive the execution of this Agreement and the recordation thereof and shall not be merged.

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.

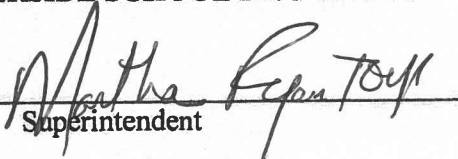
IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly designated officials, pursuant to a proper resolution or motion of their respective governing bodies.

THE VILLAGE OF RIVERSIDE

By: 
Village Manager

Dated: 3-11-2025

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

By: 
Superintendent

Dated: 3/19/25

EXHIBIT A
Depiction of the Property

EXHIBIT B
Depiction of the Multi-Purpose Court