

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
DIXON COMMUNITY UNIT SCHOOL DISTRICT NO. 170
AND THE
DIXON PARK DISTRICT**

THIS AGREEMENT ("Agreement") is made this 14th day of January, 2026, by and between the Dixon Community Unit School District No. 170 ("School District") and the Dixon Park District, Illinois, ("Park District"), (collectively, "parties"), in their exercise of their intergovernmental cooperation powers under the Illinois Constitution and the Illinois Governmental Cooperation Act and their respective authorities under the Illinois Municipal Code and Illinois School Code.

WITNESSETH:

WHEREAS, the School District and Park District each holds title to certain portions of real property, commonly known as Chuck Vail Drive ("Real Estate"); and

WHEREAS, the Parties, after significant discussion, have determined it is in the best interest of each entity that the entirety of Chuck Vail Drive, between its eastern terminus adjacent to Page Park/Lincoln Statue Drive and its terminus on the western border of the same, as reflected on the attached survey and plat, be owned by School District; and

WHEREAS, each entity desires to take such action as necessary to have the Park District convey those portions of Chuck Vail Drive, described on the Plat of Survey, to the School District; and

WHEREAS, Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/5) further provides that any powers, privileges or authority exercised by or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government where not prohibited by law; and

WHEREAS, the parties are public agencies pursuant to Section 2, subsection (1) of the Intergovernmental Cooperation Act, (5 ILCS 220/2); and

WHEREAS, the Parties are empowered under the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, to consummate the transaction contemplated under this Agreement; and

WHEREAS, the Parties hereto have determined that it is in their respective interests to enter into this Agreement.

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

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. **Term.** The term of this Agreement shall commence on the date of execution hereof, and shall end upon the conveyance, as contemplated herein.

3. **Notices.** All notices required hereunder shall be in writing and shall be delivered by first class U.S. Mail, return receipt requested or by overnight delivery with delivery confirmation to the addresses listed below:

District: Dixon Community Unit School District No. 170
1335 Franklin Grove Road
Dixon, Illinois 61021
Attn: Superintendent

Park District: Dixon Park District
1312 Washington Ave
Dixon, Illinois 61021
Attn: Board President

4. **Conveyance.** The Park District, upon approval of a formal Resolution by both entities and receipt of an appropriate survey, with accompanying legal description, shall proceed to transfer by appropriate deed those portions of Chuck Vail Drive described herein and reflected on Exhibit A, to the School District. Transfer shall be in an as-is condition and subject to any easements of record. It is the Parties intent to complete transfer by January 30, 2026.

5. **Maintenance, Generally.** Upon receipt of the conveyance, School District shall , at its sole cost and expense, provide any and all maintenance and repairs necessary to maintain the described drive and property. The School District further agrees to perform improvements to the described portion of Chuck Vail Drive, by installation of curb, gutter, and updated pavement. This improvement shall be completed by June 15, 2026.

6. **Usage of Designated Property.** School District shall, upon receipt of the conveyance contemplated by this Agreement, be authorized to restrict access and usage of Chuck Vail drive at such times and dates as determined reasonable and appropriate. School District and Park District, through their Superintendent and Executive Director, are authorized to agree to usage of the described property by the Park District on such times/dates as mutually agreed.

7. **Indemnification.** The School District and Park District, each respectively, shall indemnify and hold harmless the other and any of its officers, officials, employees, or agents from and against any and all claims, demands, liabilities, losses, damages, fines, penalties, attorneys' fees, and litigation expenses (collectively "**Loss**") arising out of injury to, including the death of, persons or damage to property, to the extent caused by the negligent acts or omissions of its

officers, officials, employees, contractors, or agents, related to services performed under this Agreement.

8. Liability Insurance. Each Party hereto shall carry public liability insurance in an amount of not less than ONE MILLION and 00/100 DOLLARS (\$1,000,000.00) per person, per occurrence, and such policies shall name the other Party as an additional insured on their insurance policies and provide each other with copies of their certificates of insurance policies so stating.

9. Governing Law. This Agreement and the rights of the Parties hereunder shall be interpreted and enforced in accordance with the internal laws, but not the conflict of law rules, of the State of Illinois.

10. Severability. If any part of this Agreement shall be held invalid, for any reason, the remainder of this Agreement shall remain valid to the maximum extent permitted by law.

11. Assignment. Neither Party hereto shall assign this Agreement, in whole or in part, or any of its rights or obligations under this Agreement, without the prior, written consent of the other Party.

12. Entire Agreement. This Agreement, including the Exhibit hereto, contains the entire agreement between the Parties hereto with respect to the transactions contemplated by this Agreement and matters related thereto.

(signatures of the parties on the following page)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals all as of the day and year first written above.

DIXON COMMUNITY UNIT
SCHOOL DISTRICT NO. 170

By: _____
Board President

Its: _____

Dated: _____

ATTEST:

By: _____
Its: Secretary

Dated: _____

DIXON PARK DISTRICT

By: _____
Board President

Its: _____

Dated: _____

ATTEST:

By: _____
Its: Board Secretary

Dated: _____

Exhibit A
(survey and legal descriptions)

