

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND
THE LOMBARD PARK DISTRICT IN REGARD TO A
VILLAGE OF LOMBARD ENTRANCE SIGN AT SUNSET KNOLL PARK**

THIS AGREEMENT, entered into this 18th day of October , 2007, by and between the VILLAGE OF LOMBARD (hereinafter referred to as the “VILLAGE”) and the LOMBARD PARK DISTRICT (hereinafter referred to as the “PARK DISTRICT”).

WITNESSETH

WHEREAS, the PARK DISTRICT is the record owner of certain property, commonly known as Sunset Knoll Park said property being legally described as follows:

LOT 1 OF THE LOMBARD PARK DISTRICT PLAT OF CONSOLIDATION OF PART OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 11 EAST AND SECTION 13, TOWNSHIP 39 NORTH, RANGE 10 EAST, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1999-232900, ALL IN DU PAGE COUNTY, ILLINOIS.

P.I.N.: 06-18-106-004;

(Hereinafter referred to as the “Park Property”);

and

WHEREAS, the VILLAGE would like to construct a VILLAGE entry-way sign on a portion of the Park Property; said entry-way sign being substantially as depicted on Exhibit A attached hereto and made part hereof (hereinafter referred to as the “Entrance Sign”); and whereas, subject to compliance with certain terms and conditions, the PARK DISTRICT has no objection to the VILLAGE’S construction and maintenance of the Entrance Sign; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 through 220/9 authorize and encourage intergovernmental cooperation; and

WHEREAS, it is in the best interests of the VILLAGE and the PARK DISTRICT to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained therein, the parties agree as follows:

1. The parties agree and acknowledge that this Agreement is applicable only to the Park Property, and is not applicable to any other PARK DISTRICT property. The PARK DISTRICT hereby grants to the VILLAGE a revocable license to erect, repair and maintain the Entrance Sign and related landscaping on the Park Property.

2. The parties agree that the work performed by the VILLAGE relative to the Entrance Sign shall consist of those work items as set forth on Exhibit B, attached hereto and made part hereof, and generally include:

A. Installation of the Entrance Sign; and

B. Landscaping and plantings around the Entrance Sign

(hereafter referred to collectively as the "Entrance Sign Work").

3. The VILLAGE shall be solely responsible for any and all costs and expenses in relation to the Entrance Sign Work.

4. The Entrance Sign shall be constructed in the general area as depicted on Exhibit C attached hereto and made part hereof, at a specific location to be agreed to in writing by the PARK DISTRICT.

5. Upon completion of the Entrance Sign Work, the VILLAGE will be solely responsible for the repair and maintenance of the Entrance Sign and all landscaping in relation thereto.

6. The PARK DISTRICT may revoke the license for which this Agreement provides if the PARK DISTRICT determines, in its sole discretion, that it requires the Park Property for park and recreational use. Upon revocation of the license, the VILLAGE shall, at its sole cost and expense, remove the Entrance Sign and restore the Park Property to the same or better condition as existed prior to the construction of the Entrance Sign.

7. The VILLAGE shall indemnify, defend and hold harmless the PARK DISTRICT, and its elected officials, officers, employees and agents, with respect to any claim or loss, including but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the VILLAGE's use of the Park Property pursuant to this Agreement, including any acts or omissions of the VILLAGE, or its officers, agents, employees or contractors relating to the Entrance Sign Work or the VILLAGE'S ongoing maintenance of the Entrance Sign and the landscaping in relation thereto and the VILLAGE further agrees to require any contractor to include the PARK DISTRICT , and its elected officials, officers, agents and employees as additional insureds on the insurance policies required of the contractor relative to the Entrance Sign Work, or any future maintenance work in relation thereto, which insurance policies shall be written with insurers and in amounts reasonably satisfactory to the PARK DISTRICT.

8. Notice or other writings which either party is required to, or may wish to, serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the VILLAGE:

Village Manager
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

B. If to the PARK DISTRICT:

Executive Director
Lombard Park District
227 West Parkside Avenue
Lombard, IL 60148

or to such other address, or additional parties, as either party may from time to time designate in a written notice to the other party.

9. This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same Agreement.


10. This Agreement contains the entire understanding between the parties and supersedes any prior understanding or written or oral agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

11. This Agreement shall be deemed dated and become effective on the date the last of the parties execute this Agreement as set forth below.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of a Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk, and the PARK DISTRICT, pursuant to the authority duly granted by the adoption of a motion by its Board of Park Commissioners, has caused this instrument to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD:

LOMBARD PARK DISTRICT



Village President

President

ATTEST:

ATTEST:



Village Clerk

Secretary

DATED: October 18, 2007

DATED: _____