

**INTERGOVERNMENTAL AGREEMENT**  
**PERTAINING TO 211 W. ST. CHARLES SPRINKLER PARK**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between  
the Village of Lombard and the Lombard Park District.

**W I T N E S S E T H**

**WHEREAS**, the Illinois Constitution in Article VII, Section 10, authorizes units  
of local government to enter into agreements to share services; and

**WHEREAS**, the Illinois General Assembly has granted public agencies of this  
State the right to exercise their authority jointly with other public agencies of the State,  
Illinois Revised Statutes, Chapter 127, Section 741 et seq. (1989); and

**WHEREAS**, the Village of Lombard (hereinafter the “Village”) and the Lombard  
Park District (hereinafter the “District”) are units of local government and/or public  
agencies; and

**WHEREAS**, the Village has determined it to be in the best interest of the public  
that its vacant land located at 211 W. St. Charles Road be used to provide open space and  
recreational opportunities for its citizens and for that purpose has secured funding and  
created a “sprinkler park” on the land as shown in the attached site plan labeled “Exhibit  
A”; and

**WHEREAS,** the District has determined that it is in the best interest of the public to operate and maintain said “sprinkler park” to ensure the continued availability of the park and its facilities for its residents’ and Park District uses; and

**WHEREAS,** the Village wishes to make provision for the operation and maintenance of the park and its equipment.

**NOW, THEREFORE,** in consideration of the foregoing and mutual covenants contained therein, the Village and the District agree as follows:

A. The Village shall allow the District the use of its vacant land at 211 W. St. Charles Road within the boundaries of the Village and the “sprinkler park” it has created on said land and the equipment thereon for a period of twenty (20) years.

B. The District shall operate and maintain the “sprinkler park” in a clean and appropriate condition for residents’ uses and shall maintain the equipment thereon intact and in usable condition at no cost or expense to the Village for a period of twenty (20) years. The District and the Village shall review the operation of the “sprinkler park” every five years to ensure appropriateness at said location. Components of this evaluation shall include; usage of the facility; maintenance of the facility and incidents reported to public safety personnel.

C. Use of the “sprinkler park” developed by the Village shall be open and available for use by Village residents without charge or fee except wherein charges or fees are required for special events held in the park.

D. In further consideration of the granting of the use of the Village’s land to the District, the District agrees to indemnify, defend and hold harmless, the Village, its officers, agents, employees, representatives and their assigns, from any and all claims, except for claims based on the negligent actions of the Village, its officers, agents, employees, representatives and their assigns, from any and all other claims, lawsuits or other liabilities directly or indirectly arising from this Agreement, matters described in it or work done in connection with it. In connection with any such claims, lawsuits, or liabilities, except for those arising out of the negligence of the Village, its officers, agents, employees, representatives and their assigns, the Village and the District shall mutually agree on the choice of defense counsel and the District shall consult with the Village concerning the District’s decisions with respect to the settlement of any such claims, and the District shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits or liabilities.

E. The District shall provide to the Village a certificate of insurance showing policies in the amount of \$1,000,000 per occurrence to provide the indemnification requires in Section D of this Agreement and showing the Village, its officers, employees and agents as additional insureds. The Village may increase insurance requirements so long as it treats this property in a similar fashion as others in a like category.

F. This Agreement shall be renewed for the same period of time upon its expiration date unless notification of cancellations shall be received by either party thirty (30) days prior to the expiration date in the administrative offices of either party addressed as follows:

Village Manager  
Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148

Park District Director  
Lombard Park District  
150 South Park Avenue  
Lombard, Illinois 60148

G. This Agreement may be amended only in writing and only upon approval of both parties.

H. Both parties represent that authority has been extended by their respective governing bodies, by ordinance or resolution as required, for execution of this Agreement.

I. This Agreement shall be executed so that each party shall have a copy containing original signatures. Each of these counterparts shall be regarded for all purposes as one original and shall constitute and be but one and the same.

J. This Agreement as written is the complete and entire Agreement between the Village and the District pertaining to the “sprinkler park” located at 211 W. St. Charles Road within the boundaries of the Village of Lombard.

**THIS AGREEMENT** shall become effective upon the date of signing.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**LOMBARD PARK DISTRICT**

**VILLAGE OF LOMBARD**

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

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

President of Board of  
Park District Commissioners

Village President

(SEAL)

(SEAL)

Attest:

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Village Clerk