

**AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF LOMBARD AND  
THE LOMBARD PARK DISTRICT**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into as of this 23<sup>rd</sup> day of April, 2013, by and between the VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE") and the LOMBARD PARK DISTRICT (hereinafter referred to as the "DISTRICT"). The VILLAGE and the DISTRICT are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1, *et seq.* authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

**WHEREAS**, the DISTRICT desires to make improvements to the drainage at the Lombard Community Building located at 433 East St. Charles Road, Lombard, Illinois, (hereinafter referred to as the "Project Location"), including the installation of two (2) four (4) foot diameter storm basins and related piping, in front of the entrance to the DISTRICT'S water park, to drain two (2) low areas on each side of the grassed island, with the VILLAGE needing to install two (2) structures on the main storm sewer line to intercept these new basin lines, all as shown on Exhibit "A" attached hereto and made part hereof (hereinafter referred to as the "PROJECT"); and

**WHEREAS**, the VILLAGE is responsible for the repair and maintenance of drinking fountains at the following locations:

- The Illinois Prairie Path and Main Street;
- The Illinois Prairie Path and Grace Street;
- The Illinois Prairie Path and Westmore/Meyers Road;
- The Great Western Trail and Main Street; and
- The Great Western Trail and Westmore/Meyers Road;

(hereinafter the "Maintenance Locations"), with said repair and maintenance consisting of the items set forth on Exhibit "B" attached hereto and made part hereof (hereinafter referred to as the "MAINTENANCE"); and

**WHEREAS**, it is in the best interests of the residents of the VILLAGE and the DISTRICT that the Parties undertake the PROJECT and the MAINTENANCE; and

**WHEREAS**, the VILLAGE has agreed to proceed with the design and construction of the PROJECT, at its sole cost and expense, (other than as specified below), provided the DISTRICT supplies all the materials required to be used in the construction of the PROJECT, and performs all necessary landscape restoration work following completion of construction of the PROJECT, and

further provided the DISTRICT performs the MAINTENANCE at the Maintenance Locations for a period of three (3) years, at the DISTRICT'S sole cost and expense; and

WHEREAS, the DISTRICT has agreed to perform the MAINTENANCE at the Maintenance Locations, as specified in Exhibit "B" attached hereto and made part hereof, at its sole cost and expense, for a period of three (3) years from the date of this AGREEMENT, provided the VILLAGE proceeds with the PROJECT as set forth above, and provided the VILLAGE, at its sole cost and expense, provides the DISTRICT with all necessary parts to do so; and

WHEREAS, the Parties have determined that the VILLAGE can more cost effectively undertake the PROJECT, and that the DISTRICT can more cost effectively perform the MAINTENANCE over the next three (3) years; and

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

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained therein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. **VILLAGE OBLIGATIONS.** In relation to the PROJECT and the MAINTENANCE, the VILLAGE agrees to:
  - A. Proceed with the construction of the PROJECT, at its sole cost and expense, (other than as specified below), and complete same by June 30, 2012, provided all of the materials necessary for the PROJECT are provided by the DISTRICT, and the DISTRICT performs all necessary landscape restoration work relative to the PROJECT after the completion thereof, both at the DISTRICT'S sole cost and expense; and
  - B. Provide all the necessary parts to the DISTRICT, for the MAINTENANCE at the Maintenance Locations, at the VILLAGE'S sole cost and expense.
3. **DISTRICT OBLIGATIONS.** In relation to the PROJECT and the MAINTENANCE, the DISTRICT agrees to:
  - A. Supply the VILLAGE with all materials required to be used in the construction of the PROJECT, at the DISTRICT'S sole cost and expense;
  - B. Perform all landscape restoration work, following completion of the construction of the PROJECT, at its sole cost and expense; and
  - C. Perform the MAINTENANCE at the Maintenance Locations, at its sole cost and expense, subject to the VILLAGE providing the DISTRICT with the parts therefor, at

the VILLAGE'S sole cost and expense, for a period of three (3) years from the date of this Agreement.

4. **CONSTRUCTION RIGHT OF ENTRY.** The DISTRICT hereby grants to the VILLAGE, and the VILLAGE'S officers, agents, employees, consultants and contractors, the right to enter upon the Project Location for the purpose of surveying, engineering, designing and constructing the PROJECT.
  
5. **DISTRICT INDEMNIFICATION OF THE VILLAGE.** The DISTRICT shall indemnify and hold harmless the VILLAGE, and its elected and appointed officials, officers, agents and employees, 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 to the extent they arise, either directly or indirectly, out of the acts or omissions of the DISTRICT, or its elected officials, officers, agents, employees, consultants or contractors, pursuant to this Agreement.
  
6. **VILLAGE INDEMNIFICATION OF THE DISTRICT.** The VILLAGE shall indemnify and hold harmless the DISTRICT, and its elected officials, officers, agents and employees, 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 to the extent they arise, either directly or indirectly, out of the acts or omissions of the VILLAGE, or its elected or appointed officials, officers, agents, employees, consultants or contractors, pursuant to this Agreement.
  
7. **NOTICES.** 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 East Wilson Avenue  
Lombard, Illinois 60148
  
  - C. If to the DISTRICT: Executive Director  
Lombard Park District  
227 West Parkside Avenue  
Lombard, Illinois 60148

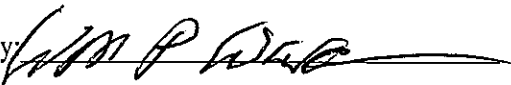
or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.
  
8. **COUNTERPARTS.** This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

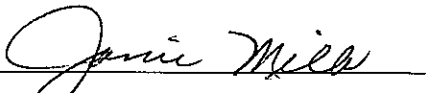
9. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.
  
10. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement as set forth below.
  
11. **NO WAIVER OF TORT IMMUNITY DEFENSES.** – Nothing contained in Sections 5 or 6 above, or in any other provision of this Agreement, is intended to constitute, nor shall constitute, a waiver of the defenses available to any of the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and the DISTRICT, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Park Commissioners, has caused this Agreement to be signed by its President and attested by its Secretary.

**VILLAGE OF LOMBARD**

**LOMBARD PARK DISTRICT**

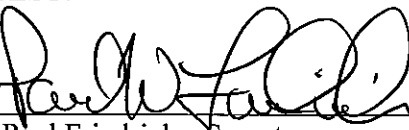
By:   
 Name: William Ware  
 William Ware, Acting Village President  
 Date: \_\_\_\_\_

By:   
 Name: Janice Mills  
~~Janis~~ <sup>Janice</sup> Mills, President  
 Date: 4/23/2013

ATTEST:

ATTEST:

By:   
 Brigitte O'Brien, Village Clerk

By:   
 Paul Friedrichs, Secretary

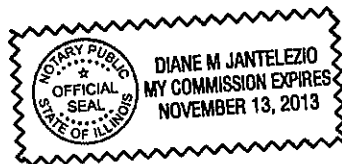
STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named William Ware and Brigitte O'Brien, personally known to me to be the Acting Village President and Village Clerk of the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Acting Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Acting Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 23<sup>rd</sup> day of April, 2013

Diane M. Jantelezio  
Notary Public

My Commission Expires: Nov 13, 2013



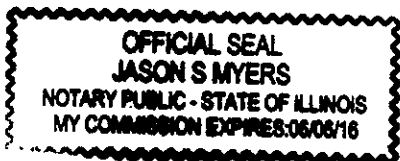
STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Janice Mills and Paul Friedrichs, personally known to me to be the President and Secretary of the Lombard Park District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the signed instrument, pursuant to authority given by said Lombard Park District, as their free and voluntary act, and as the free and voluntary act and deed of said Lombard Park District, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Lombard Park District, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Lombard Park District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 23<sup>rd</sup> day of April, 2013.

Jason S Myers  
Notary Public

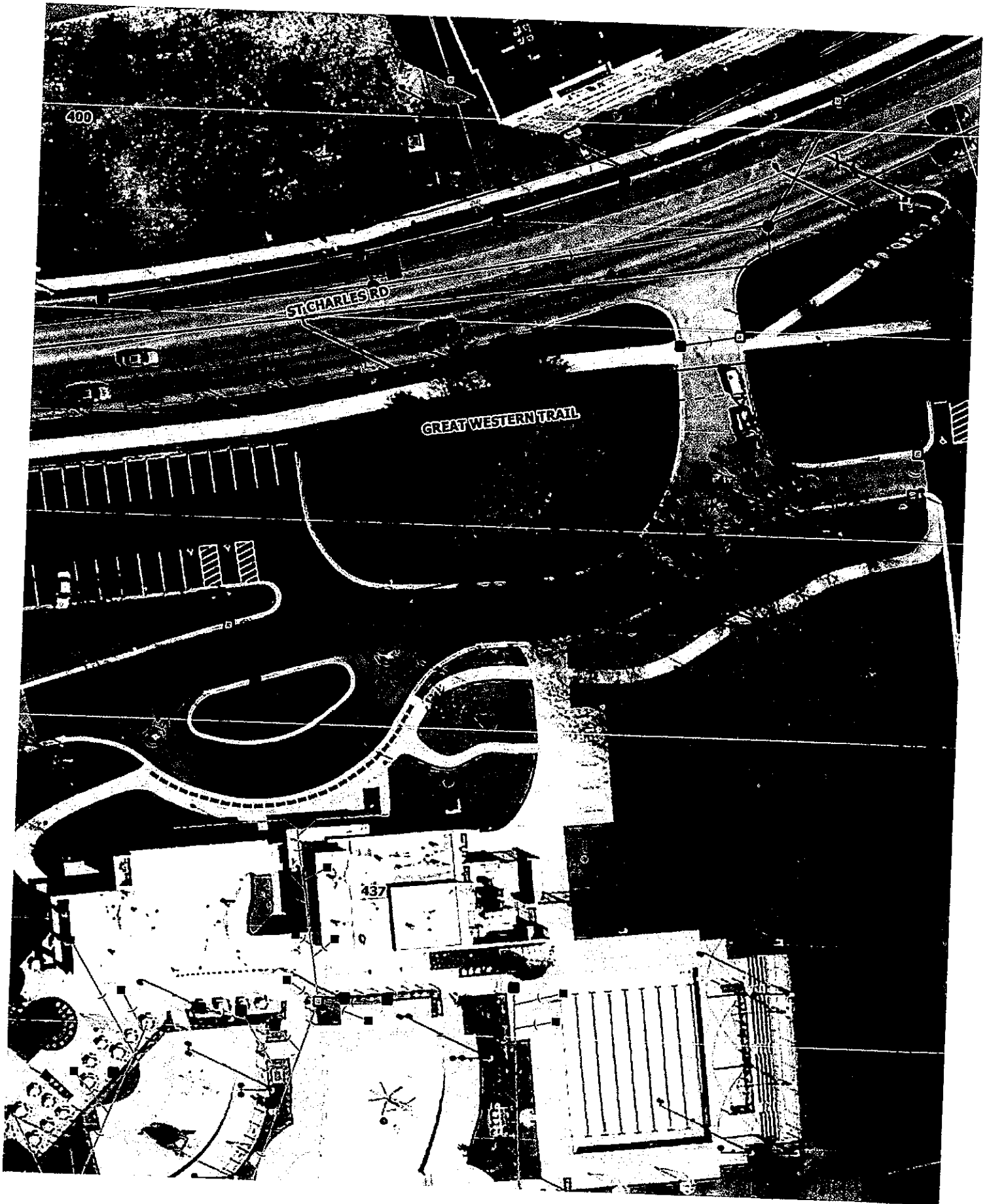
My Commission Expires: 6/6/16



**Exhibit "A"**

**PROJECT DESCRIPTION AND DEPICTION**

(attached)





**Exhibit "B"**

**MAINTENANCE OBLIGATIONS**

(attached)

[NOTE: THIS IS TO INCLUDE MAINTENANCE AND REPAIR TO WATER FOUNTAIN ABOVE GROUND FIXTURES ONLY. NO BELOW GROUND PIPING OR FACILITIES ASSOCIATED WITH OPERATION OF WATER FOUNTAINS IS TO BE INCLUDED AND NO SURROUNDING CONCRETE/ASPHALT OR OTHER GROUND COVER SUPPORTING THE FIXTURE. THESE OBLIGATIONS NEED TO BE INSERTED PRIOR TO AGREEMENT EXECUTION]

