

INTERGOVERNMENTAL AGREEMENT  
BETWEEN COMMUNITY UNIT SCHOOL DISTRICT #200 AND  
THE CAROL STREAM PARK DISTRICT  
FOR THE RENOVATION OF PLEASANT HILL PARK

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the Board of Park Commissioners of the Carol Stream Park District, an Illinois unit of local government in DuPage County (hereinafter referred to as the “Park District”) and the Board of Education of Community Unit School District #200, an Illinois public school district in DuPage County (hereinafter referred to as the “School District”) (collectively hereinafter referred to as the “Parties”).

**WHEREAS**, the Park District owns and maintains the property commonly known as “Pleasant Hill Park,” and the Park District presently operates Pleasant Hill Park for various park and recreational purposes, including but not limited to athletic programs; and,

**WHEREAS**, the School District owns and operates Pleasant Hill Elementary School which is adjacent to Pleasant Hill Park; and

**WHEREAS**, the School District uses portions of Pleasant Hill Park for various educational purposes, including but not limited to physical education programs, and the Parties have negotiated an Intergovernmental Agreement for that purpose; and,

**WHEREAS**, the Park District desires to renovate Pleasant Hill Park and the School District desires to contribute \$250,000 to the Park District to facilitate that renovation; and

**WHEREAS**, in recognition of the capital contribution to be made by the School District and in the interest of intergovernmental cooperation, the Park District desires to consult with the School District on the renovation plan for Pleasant Hill Park; and,

**WHEREAS**, the Park District will, after concluding the planning process, submit the proposed renovation development plan (hereafter referred to as the “Improvements”) to the State of Illinois as part of an application for an OSLAD grant that, together with the capital contribution of the School District, will fund the construction of the Improvements; and

**WHEREAS**, the Park District and School District desire to enter into this agreement in order to facilitate the planning and redevelopment of Pleasant Hill Park and construction of the Improvements; and

**WHEREAS**, without either the capital contribution of the School District or the OSLAD grant funds, the intended renovation of Pleasant Hill Park will not be financially feasible; and

**WHEREAS**, the Park District and the School District have a well-established history of shared use of facilities; and,

**WHEREAS**, the parties are authorized to enter into this Intergovernmental Agreement pursuant to Article 7, Section 10 of the Illinois Constitution, the Intergovernmental Cooperation Act, the School Code and the Park District Code, all of which govern the powers of the Park District and the School District.

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Park District and the School District agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated by this reference into this Agreement as though they were restated in their entirety in this Section 1.

2. **Planning, Coordination, Construction and Funding Responsibilities.**

A. **Park District Responsibilities**

I. Upon securing the OSLAD Grant funding, and together with the capital contribution of the School District in the amount of \$250,000, the Park District shall undertake the bidding and construction of the Pleasant Hill Park Improvements together with any further requirements imposed by any authority with jurisdiction over any permit required to complete the work, including but not limited to the Village of Winfield. The Park District shall obtain all necessary permits or other approvals required for the construction of the Improvements; provide all other engineering and related services for the Improvements; prepare the final bid and construction documents associated with the construction of the Improvements; and solicit bids, execute contracts, and administer the contract, and conduct the construction observation for the Improvements. The Park District will provide the construction documents to the School District for review and comment prior to releasing the construction documents to the market for bids. The Park District will retain the final decision on design and specifications of the Improvements, but will seek School District feedback on the design and specifications of the playground Improvements prior to the release of bids.

II. In accordance with the terms of the OSLAD Grant, the Park District shall pay for the Improvements. The Park District shall include a provision in each contract requiring contractors performing work on the Improvements to comply with all applicable federal, state, and local laws, rules, and regulations.

III. The Park District shall secure and administer all contracts for the installation and construction of the Improvements. The School District shall not be responsible for or have control over the construction means, methods, techniques or procedures with respect to the construction of the Improvements. In no event shall the School District be responsible for or have any obligation with respect to the safety of any person performing construction of

the Improvements, including, but not limited to the employees of the Park District or of any contractor, subcontractor, agent or consultant, except to the extent that death, personal injury or property damage results from the grossly negligent or willful and wanton act or omission by the School District. Notwithstanding any language in this Agreement, the School District is not waiving or altering any immunities provided to the School District by the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS §10/1-101, et seq. The Park District shall require contractors on the Improvements to take such measures as are necessary to ensure that all areas associated with the Improvements are maintained in a reasonably safe condition during construction. Such measures shall include the installation of appropriate barricades and warning signs, and the strict enforcement of all applicable safety rules and regulations.

IV. Following the construction of the Improvements, the Park District will cause the general contractor (“Contractor”) to perform all necessary restoration to the area affected or disturbed by the construction to a condition equal to or better than its condition preceding construction. Prior to final payment to the Contractor, the Park District shall cause the Contractor to provide digital “as-built” drawings, in AutoCAD format, showing the dimensions, geometry, and location of all elements of work completed, together with copies of the final waivers of lien from the Contractor and any and all subcontractors.

#### **B. School District Responsibilities**

I. The School District shall timely review the bidding and construction documents for the Improvements and provide commentary to the Park District so as not to delay bidding.

II. The School District shall coordinate the conduct of its other programs with the Park District and the contractors for the Improvements to ensure the safety of program patrons and the orderly progress of the work.

III. The School District shall pay its capital contribution of \$250,000 to the Park District by July 30, 2025.

#### **3. Usage**

The Park District shall remain the exclusive owner of the Pleasant Hill Park property and will assume all management responsibilities for the Park and the Improvements, including all repair, maintenance, and inspections. The Park District and School District shall share the use of Pleasant Hill Park according to the existing IGA

#### **4. Indemnification**

The School District shall indemnify and hold harmless the Park District, including its elected officials in either their official or individual capacity, and its officers, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney’s and paralegals’ fees and court costs), arising from

or in any way connected with any wrongful or negligent act or omission of the School District, including its officers, officials, employees, agents, students and volunteers (collectively “the School District”), except to the extent it is caused in part by a party indemnified hereunder.

The Park District shall indemnify and hold harmless the School District, including its Board members in either their official or individual capacity, and its officers, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney’s and paralegals’ fees and court costs), arising from or in any way connected with any wrongful or negligent act or omission of the Park District, including its officers, officials, employees, agents and volunteers (collectively “the Park District”), except to the extent it is caused in part by a party indemnified hereunder.

**5. Insurance**

In furtherance and not in limitation of each parties’ obligation under this agreement, in the event that either party purchases insurance from a private insurance company, that party shall keep in force at all times during the term of this agreement Commercial General and Auto Liability Insurance specifically including bodily injury, personal injury and property damage with limits of not less \$1,000,000 per occurrence, written on an occurrence basis and at all times naming the other party to this agreement, its public officials, employees, volunteers and agents as additional insured.

In the event that any party is self-insured, member of an intergovernmental pool or provides for its risk financing by a means other than commercial insurance, that party shall keep in force at all times during the term of this agreement, General and Auto Liability coverage specifically including bodily injury, personal injury and property damage limits of not less than \$1,000,000 per occurrence provided on an occurrence basis and at all times specifically extending that coverage to the other party to this agreement, its public officials, employees, volunteers, and agents.

In addition, each party shall furnish certificates of the insurance and/or coverage in place as required herein and the parties will endeavor to provide a 90-day notice of cancellation or reduction in limits.

The insurance company, self-insurance pool or similar entity of the party administering any claim, cause of action and the like, shall be allowed to raise on behalf of the other party any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS §10/1-101, et seq (1991).

**6. Park Naming**

The Park District shall retain the right to name the Improvements through its Board of Commissioners Park Naming Policy.

**7. Termination**

If the Park District does not secure the OSLAD Grant or arrange for other funding to be able to award the bid for the Improvements on or before December 31, 2027, then this Agreement shall terminate.

**8. Legal Title**

No legal title in the Pleasant Hill Park or any improvements thereon shall be deemed or construed to have been created or vested in the School District by anything contained in this Agreement.

**9. No Duty to Third Parties**

This Agreement is entered into solely for the benefit of the parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the School District and/or the Park District and/or any of their respective officials, officers, and/or employees.

**10. Representations and Warranties**

Neither party makes any representations or warranties, except as specifically set forth in this Agreement.

**11. Non-Assignment**

Neither party may assign any rights or duties under this Agreement without the prior written consent of the other party.

**12. Time is of the Essence**

Time is of the essence of this Agreement.

**13. Time for Performance**

With the exception of Improvements use schedules, whenever under the terms and provisions of this Agreement the time for performance falls on a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

**14. Counterparts**

This Agreement may be executed in Counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Agreement.

**15. Severability**

It is mutually understood and agreed that all agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any Court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

**16. Modification**

The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the parties hereto.

**17. Entire Agreement**

This Agreement sets forth all the covenants, conditions, and promises between the parties. There are no covenants, promises, agreements, conditions, or understandings between the parties, either oral or written, concerning the construction and funding of the Improvements other than those contained in this Agreement.

**18. Governing Law, Interpretation, Venue**

This Agreement and all questions of interpretation, construction and enforcement thereof, and all controversies hereunder, shall be governed by the applicable constitutional, statutory and common law of the State of Illinois. Venue for all purposes hereunder shall be the Eighteenth Judicial Circuit, Wheaton, DuPage County, Illinois.

**19. No Waiver**

The parties do not waive or release any claims that they may have in the future against any other party. The failure of any party to this Agreement to enforce the provisions of this Agreement or require performance by an opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

**20. Successors and Assigns**

The School District and the Park District each bind themselves and their successors, and/or assigns to the other parties of the Agreement and to their successors, and/or assigns of such other party in respect to all covenants of this Agreement. Except as set forth above, the School District and the Park District shall not assign, sublet, or transfer their respective

interests in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the School District or the Park District.

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

**BOARD OF EDUCATION,  
COMMUNITY UNIT SCHOOL  
DISTRICT NO. 200**

**BOARD OF COMMISSIONERS,  
CAROL STREAM PARK  
DISTRICT**

By: \_\_\_\_\_  
**President**

By \_\_\_\_\_  
**President**

**Attest:**

**Attest:**

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

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

**Its:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_