

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
RIVER FOREST AND THE RIVER FOREST PARK DISTRICT RELATIVE
TO THE 125TH ANNIVERSARY CLOCK AT THE LAKE STREET/LATHROP
AVENUE INTERSECTION**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is entered into this _____ day of _____, 2014 by and between the VILLAGE OF RIVER FOREST (hereinafter referred to as the “VILLAGE”) and the RIVER FOREST PARK DISTRICT (hereinafter referred to as the “PARK DISTRICT”). The VILLAGE and the PARK DISTRICT are hereinafter sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, on December 13 2012, the VILLAGE installed a commemorative 125th Anniversary clock (the “Clock”) on the northeast corner of PARK DISTRICT property at the intersection of Lake Street and Lathrop Avenue;

WHEREAS, PARK DISTRICT agreed to allow installation of the Clock on the condition that the VILLAGE would agree to maintain the Clock;

WHEREAS, the PARK DISTRICT and VILLAGE acknowledge that the Clock symbolizes the positive history of River Forest and should be preserved and maintained in a satisfactory manner;

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and the Illinois Compiled Statutes at 5 ILCS 220/1 *et seq.*, 65 ILCS 5/11-1-2.1 and 70 ILCS 1205/1-1 *et seq.*, authorize intergovernmental cooperation and agreement between the VILLAGE and the PARK DISTRICT; and

WHEREAS, this Agreement is entered into solely for the benefit of the contracting 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 or entity who is not a Party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party; and

WHEREAS, it is in the best interest and general benefit of the citizenry of the PARK DISTRICT and the VILLAGE that the PARK DISTRICT and the VILLAGE enter into an agreement for the installation, maintenance and removal of the Clock; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the parties’ mutual undertakings, promises, covenants, financial payments and agreements as set forth below, the parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals hereto, as set forth above, are incorporated herein by reference and are made part hereof.

2. **PURPOSE.** The purpose of this Agreement is to provide terms of the maintenance and removal of the Clock.

3. **OWNERSHIP.** The Clock is property of the VILLAGE and shall remain the property of the VILLAGE at all times.

4. **LICENSE.** The PARK DISTRICT grants the VILLAGE, and its officers, agents, employees, and contractors, a license to install, construct, operate, maintain, repair, and remove the Clock on PARK DISTRICT property, in the location depicted on **EXHIBIT A** attached hereto and made a part hereof. The license granted herein shall permit the VILLAGE the use of the property depicted on **EXHIBIT A** for the purposes set forth in this Section 4.

4. **MAINTENANCE.**

a. **MAINTENANCE BY THE VILLAGE.** The VILLAGE shall maintain and repair the Clock, and all costs associated with such maintenance and repair shall be the responsibility of the VILLAGE, unless the PARK DISTRICT, or its employees, agents, or contractors damages the Clock, in which case the PARK DISTRICT shall be responsible for the cost of the maintenance and repair of the Clock related to that damage.

b. **TIME TO REPAIR.** If the PARK DISTRICT determines that the Clock is in need of repair(s), it shall provide the VILLAGE with written notice of the need for repair(s), with adequate details regarding the repair(s) needed. Within thirty (30) days of receipt of the notice to repair, the VILLAGE shall either complete the repair(s) or provide its written response to the PARK DISTRICT explaining why repair(s) are unnecessary.

c. **REMOVAL OF CLOCK BY THE VILLAGE.** The VILLAGE may remove the Clock at anytime, following a thirty (30) day notice period to the PARK DISTRICT, and the VILLAGE shall, subsequent to the removal of the Clock, restore the affected PARK DISTRICT property to the state the PARK DISTRICT property was in immediately prior to the installation of the Clock.

d. **REMOVAL OF CLOCK BY THE PARK DISTRICT.** If the VILLAGE does not repair the Clock, if the VILLAGE does not provide its written response to the PARK DISTRICT, within the timeframe set forth in Section 2(b) above, the PARK DISTRICT may remove the Clock after ninety (90) days have passed from the VILLAGE'S receipt of written notice from the PARK DISTRICT. However, if the VILLAGE provides the written response to the PARK DISTRICT within the timeframe set forth in Section 2(b) above, the PARK DISTRICT shall not be entitled to remove the Clock. The notice shall contain a detailed listing of the deficiencies of the Clock as determined by the PARK DISTRICT. The PARK DISTRICT may not remove the Clock if the VILLAGE corrects the identified deficiencies within the ninety (90) day period after the VILLAGE'S receipt of the notice.

5. **TERM.** The term of this Agreement shall commence on the date the last signatory executes this Agreement after both Parties have approved the Agreement, and shall continue for

delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

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|---|--|
| A. If to the VILLAGE: | B. If to the PARK DISTRICT: |
| Village Administrator
Village of River Forest
400 Park Avenue
River Forest, Illinois 60305 | Executive Director
River Forest Park District |

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.

11. VENUE AND APPLICABLE LAW. This Agreement and all matters or issues relating to interpretation, validity, performance and enforcement shall be governed by the laws of the State of Illinois applicable to contracts performed entirely within this state. The parties agree for the purpose of any litigation or proceeding brought with response to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois, as the case may be. The Village and Park District agree to submit to the jurisdiction of such court, as the case may be, for the purpose of any such litigation or proceeding.

12. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties, with respect to the subject matter contained herein, supersedes all prior understandings relating to the subject matter contained herein, and cannot be changed or terminated orally.

13. ASSIGNMENT. Neither Party shall assign this Agreement without the other Party's prior written consent. Any such assignment without the other Party's prior written consent shall be void.

14. AMENDMENT. The terms of this Agreement may be amended only in writing with the mutual approval of the Parties.

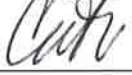
15. SEVERABILITY. If any provision of this Agreement or the application of any such provision to any Party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.

In witness hereof, the Parties executed this Agreement, effective as of the date and year first written above, based on the date that the last signatory executed the Agreement.

VILLAGE OF RIVER FOREST

RIVER FOREST PARK DISTRICT

By: 
Village President

Date: 

Attest: 
Village Clerk

Date: _____

By: _____
President

Date: MARCH 15, 2014

Attest: 
Secretary

Date: MARCH 15, 2014