

**AN INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE VILLAGE OF RIVER FOREST, THE RIVER
FOREST PARK DISTRICT, AND RIVER FOREST PUBLIC
SCHOOLS DISTRICT 90 IN REGARD TO SNOW REMOVAL**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is entered into this 15th day of September 2015 by and between the VILLAGE OF RIVER FOREST (the “VILLAGE”), the RIVER FOREST PARK DISTRICT (the “PARK DISTRICT”), and RIVER FOREST PUBLIC SCHOOLS DISTRICT 90 (the “SCHOOL DISTRICT”). The VILLAGE, the PARK DISTRICT, and the SCHOOL DISTRICT are hereinafter sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, the Parties each own property in the VILLAGE; and

WHEREAS, the Parties share a common interest in maintaining their properties to a high standard of care, including with regard to snow removal; and

WHEREAS, the Parties desire to memorialize their respective obligations with regard to snow removal on and around certain of their properties; and

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.*, authorize intergovernmental cooperation and agreement between the Parties; and

WHEREAS, 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 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 VILLAGE, the PARK DISTRICT, and the SCHOOL DISTRICT that this Agreement be entered into for the memorialization of the Parties’ respective obligations regarding snow removal on and around certain of their properties; and

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereto 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 memorialize the obligations of the Parties regarding snow removal on and around certain of their properties.

3. **SNOW REMOVAL OBLIGATIONS.**

A. **SCHOOL DISTRICT'S OBLIGATIONS.** The SCHOOL DISTRICT shall remove snow from the parking lots labeled as "School Parking Lots" on **Exhibit A**, attached hereto and made a part hereof, generally described as being the park lots of Roosevelt Middle School, Lincoln Elementary School, and Willard Elementary School.

B. **VILLAGE'S OBLIGATIONS.**

i. The VILLAGE shall salt the parking lots labeled as "School Parking Lots" on **Exhibit A** after the VILLAGE is notified that the School Parking Lots are clear of snow.

ii. If there is inadequate storage space for snow in the parking lots labeled as "School Park Lots" on **Exhibit A**, the VILLAGE shall assist the SCHOOL DISTRICT with hauling and disposing the snow.

iii. The VILLAGE shall supply the SCHOOL DISTRICT and PARK DISTRICT with bulk rock salt when requested by the SCHOOL DISTRICT or the PARK DISTRICT. The VILLAGE shall deliver the bulk rock salt at a time, in a location, in an amount, and at a price, agreed upon by the VILLAGE and the Party requesting the bulk rock salt. The VILLAGE's obligation to deliver bulk rock salt to the other Parties shall be conditioned upon the availability of an adequate amount of bulk rock salt for the VILLAGE's purposes, and in the event there is not an adequate amount of bulk rock salt for the VILLAGE's purposes, the VILLAGE shall have no obligation to deliver bulk rock salt to the other Parties. Payment to the VILLAGE by the other Parties for bulk rock salt shall be made within ten (10) business days of delivery by the VILLAGE of the bulk rock salt.

C. **PARK DISTRICT'S OBLIGATIONS.** The PARK DISTRICT shall remove snow from the public sidewalks labeled as "Public Sidewalks" on **Exhibit B**, attached hereto and made a part hereof, generally described as being the public sidewalks around Roosevelt Middle School, the River Forest Public Library, and Centennial Park, located adjacent to the East side of Lathrop Avenue, the North side of Oak Avenue, the West side of Jackson Avenue, and the South Side of Chicago Avenue.

D. **GENERAL OBLIGATIONS.**

i. Each Party shall perform its obligations under this Agreement in a reasonably timely manner, considering the manpower, equipment, materials, and resources available to the Party.

ii. Each Party shall perform its obligations under this Agreement using its reasonable best efforts, considering the manpower, equipment, materials, and resources available to the Party.

iii. The costs and expense of the Parties' obligations hereunder shall be paid for solely by the Party with the obligation, it being the intent of the Parties that no Party shall be required to reimburse another Party for the other Party's performance of its obligations under this Agreement, except as otherwise set forth herein.

4. **WORKING RULES.** The VILLAGE's Administrator, or the Administrator's designee, the PARK DISTRICT's Executive Director, or the Executive Director's designee, and the SCHOOL DISTRICT's Superintendent, or the Superintendent's designee, may jointly establish rules and guidelines, not inconsistent with this Agreement, for the implementation of this Agreement.

5. **INDEMNIFICATION.**

A. **INDEMNIFICATION OF VILLAGE.** The SCHOOL DISTRICT and PARK DISTRICT shall defend, indemnify and hold harmless the VILLAGE and the "VILLAGE AFFILIATES" (defined as: the VILLAGE's appointed and elected officials, officers, past, current and future presidents and trustees/board members, agents, engineers, attorneys, employees and volunteers) against all injuries, death, loss, damages of any kind, claims, lawsuits, liabilities, judgments, costs and expenses, including reasonable attorney fees which may be brought or are brought against the VILLAGE and the VILLAGE AFFILIATES relating to any matter covered by this Agreement, to the extent the SCHOOL DISTRICT or PARK DISTRICT, as the case may be, caused the injuries, death, loss, damages of any kind, claims, lawsuits, liabilities, judgments, costs or expenses.

B. **INDEMNIFICATION OF SCHOOL DISTRICT.** The VILLAGE and PARK DISTRICT shall defend, indemnify and hold harmless the SCHOOL DISTRICT and the "SCHOOL DISTRICT AFFILIATES" (defined as: the SCHOOL DISTRICT's appointed and elected officials, officers, past, current and future presidents and trustees/board members, agents, engineers, attorneys, employees and volunteers) against all injuries, death, loss, damages of any kind, claims, lawsuits, liabilities, judgments, costs and expenses, including reasonable attorney fees which may be brought or are brought against the SCHOOL DISTRICT and the SCHOOL DISTRICT AFFILIATES relating to any matter covered by this Agreement, to the extent the VILLAGE or PARK DISTRICT, as the case may be, caused the injuries, death, loss, damages of any kind, claims, lawsuits, liabilities, judgments, costs or expenses.

C. **INDEMNIFICATION OF PARK DISTRICT.** The VILLAGE and SCHOOL DISTRICT shall defend, indemnify and hold harmless the PARK DISTRICT and the "PARK DISTRICT AFFILIATES" (defined as: the PARK DISTRICT's appointed and elected officials, officers, past, current and future presidents and trustees/board members, agents, engineers, attorneys, employees and volunteers) against all injuries, death, loss, damages of any kind, claims, lawsuits, liabilities, judgments, costs and expenses, including reasonable attorney fees which may be brought or are brought against the PARK DISTRICT and the PARK DISTRICT AFFILIATES relating to any matter covered by this Agreement, to the extent the VILLAGE or SCHOOL DISTRICT, as the case may be, caused the injuries, death, loss, damages of any kind, claims, lawsuits, liabilities, judgments, costs or expenses.

D. **NOTICE OF CLAIM OR LITIGATION.** In the event that a Party receives notice of any claim, demand or litigation that in any way relates to this Agreement, the receiving Party shall promptly notify the other Parties and deliver a copy of the claim or litigation to the other Parties.

6. **INSURANCE.** The Parties shall each maintain insurance coverage of its obligations under this Agreement either with commercial general liability insurance coverage for bodily injury, personal injury and property damage with limits no less than \$3,000,000 per occurrence, or, if a Party is self-insured a member of an intergovernmental pool or provides for its risk financing by a means other than commercial insurance, it shall keep in force at all times during the term of this Agreement general liability coverage for bodily injury, personal injury and property damage with limits no less than \$3,000,000 per occurrence. A Party shall, within five (5) business days of a request from another Party, furnish certificates of the insurance and/or coverage in place as required herein. Each Party shall cause the other Parties to be included as additional insureds on all insurance policies and coverages required in this Section 6.

7. **NO THIRD PARTY BENEFICIARIES.** 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.

8. **NO WAIVER OF TORT IMMUNITY DEFENSES.** Nothing contained in this Agreement is intended to constitute, nor shall constitute, a waiver of the defenses available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*) with respect to claims against any Party by third parties.

9. **NOTICES.** Notice or other writings which a Party is required to, or may wish to, serve upon another 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 Administrator
Village of River Forest
400 Park Avenue
River Forest, Illinois 60305

B. If to the PARK DISTRICT:

Executive Director
River Forest Park District
401 Thatcher Avenue
River Forest, Illinois 60305

C. If to the SCHOOL DISTRICT:

Superintendent
River Forest Public Schools District 90
7776 West Lake Street
River Forest, Illinois 60305

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

10. **COUNTERPARTS.** This Agreement may be executed simultaneously in three (3) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

11. **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 subject matter herein. 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.

12. **MODIFICATION.** This Agreement may be modified or amended by mutual written consent of the corporate authorities of the Parties hereto.

13. **VALIDITY.** If any provision or provisions of this Agreement, or the application of any provisions to any person or circumstance is held invalid, the invalidity of that provision or circumstance shall not affect the other provisions of this Agreement, which other provisions shall remain in full force and effect.

14. **TERM OF AGREEMENT.** This Agreement shall continue in full force and effect until terminated by any Party upon ninety (90) days prior written notice to the other Parties, which termination may be made with or without cause. The termination of this Agreement by a Party shall terminate this Agreement by and between all the Parties. Sections 5, 6, 7 and 8 shall survive the termination of this Agreement.

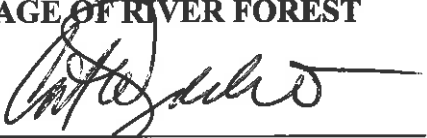
15. **VENUE AND APPLICABLE LAW.** This Agreement, and all matters or issues relating to the interpretation, validity, performance and enforcement of it, shall be governed by the laws of the State of Illinois applicable to contracts performed entirely within this state. The Parties agree for the purpose 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 Parties consent and agree to submit to the jurisdiction of such court, as the case may be, for the purpose of any such litigation or proceeding.

16. **OTHER DOCUMENTATION.** The Parties shall take such other steps and execute such other documents as shall be reasonably requested by a Party necessary or advisable to accomplish the intent of this Agreement.

17. **EFFECTIVE DATE.** This Agreement shall be deemed dated, and shall become effective, on the date on which the last of the Parties executes this Agreement.

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; the PARK DISTRICT, pursuant to authority granted by the adoption of a Resolution by its Board of Park Commissioners, has caused this Agreement to be signed by its President and attested by its Secretary; and the SCHOOL DISTRICT, pursuant to authority granted by the adoption of a Resolution by its Board of Education, has caused this Agreement to be signed by its President and attested by its Secretary.

VILLAGE OF RIVER FOREST

By: 
President

RIVER FOREST PARK DISTRICT

By: _____
President

ATTEST:


Clerk

ATTEST:

Secretary

Dated: 9/15, 2015

Dated: _____, 2015

RIVER FOREST SCHOOLS DISTRICT 90

By: _____
President

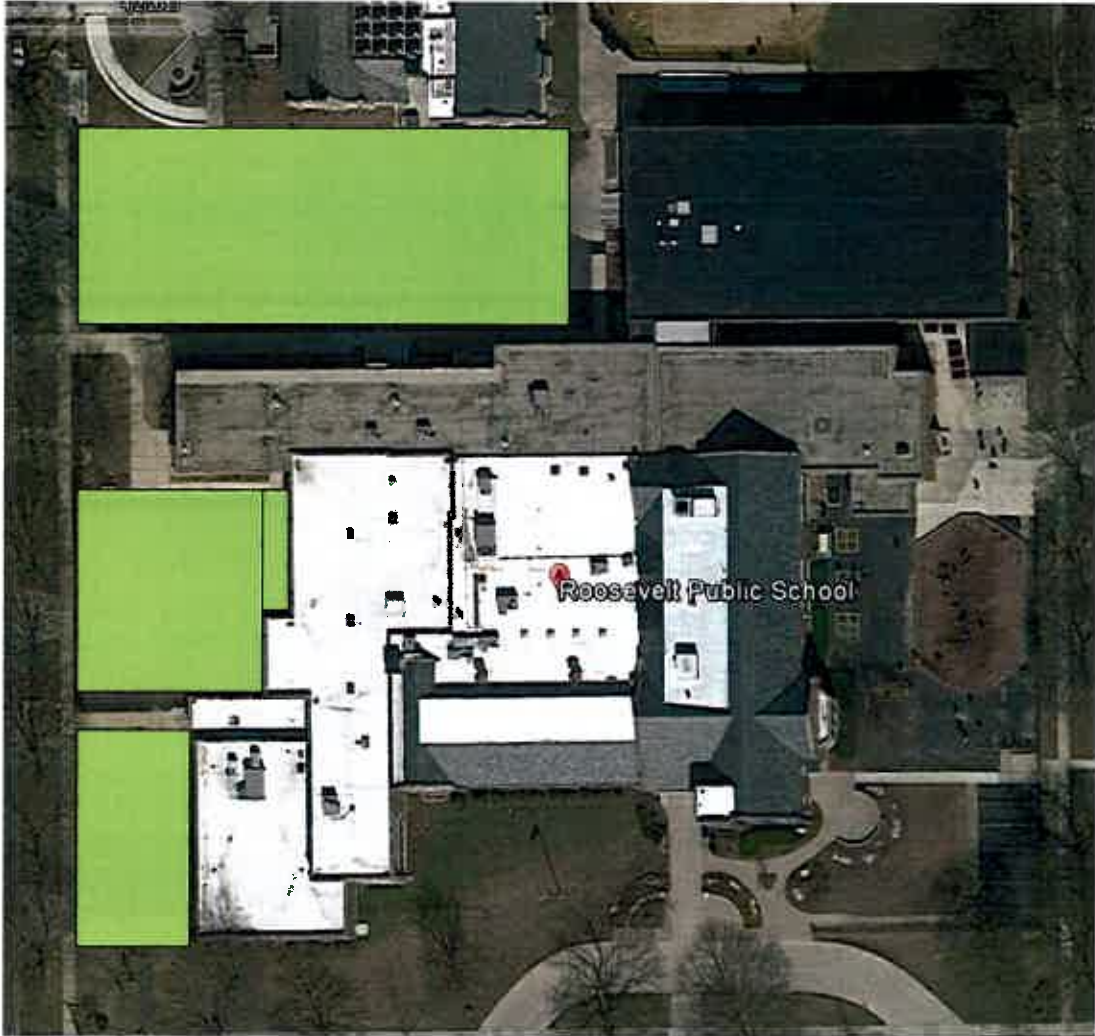
ATTEST:

Secretary

Dated: _____, 2015

EXHIBIT A
SCHOOL PARKING LOTS MAPS
(attached)

Roosevelt Middle School



 School Parking Lots

Lincoln Elementary School



School Parking Lots

Willard Elementary School



School Parking Lots

EXHIBIT B
PUBLIC SIDEWALKS MAP
(attached)



Public Sidewalks