

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN  
BOARD OF EDUCATION OF  
INDIAN PRAIRIE COMMUNITY UNIT SCHOOL DISTRICT NO. 204  
and  
NAPERVILLE PARK DISTRICT, DU PAGE AND WILL COUNTIES, ILLINOIS**

THIS AGREEMENT made and entered into this 14<sup>th</sup> day of July, 1997 by and between the Board of Education of Indian Prairie Community Unit School District 204, DuPage and Will Counties, Illinois (hereinafter referred to as "School District") and the Board of Park Commissioners of the Naperville Park District of DuPage and Will Counties, Illinois (hereinafter referred to as "Park District").

**WITNESSETH:**

WHEREAS, the Park District is the owner in fee simple of certain property commonly known as the 95th Street Community Park and the School District is the owner in fee simple of certain property commonly known as Neuqua Valley High School/Crone Middle School, both of which are legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, both the Park District and the School District mutually desire to provide open space for certain educational and recreational opportunities on said properties; and

WHEREAS, the Park District and School District work cooperatively in many areas of mutual concern and have cooperated to the fullest possible extent;

IT IS THEREFORE AGREED by and between the Park District and the School District in accordance with the mutual promises set forth here, as follows:

1. 95<sup>th</sup> Street Community Park

1.1 The parties agree that the Park District has the absolute authority to use the 95<sup>th</sup> Street Community Park each day as deemed necessary by the Park District for its recreational program provided to its constituents. However, with regard to the use of the 95<sup>th</sup> Street Community Park by those other than the Park District, the Park District agrees to allow the School District first priority use of the 95<sup>th</sup> Street Community Park on regular school days during the regular school year. "Regular school day" shall be defined as Monday through Friday of each week, including after-school hours of each day scheduled by the School District for attendance by students in accordance with the official calendar for the then current school year. "Current school year" shall be defined as the customary present school year commencing on or about August 1 and ending on or about June 10 of each year.

1.2 The Park District reserves the right to construct or remove any facilities or equipment, and otherwise make improvements to the Park District property at its discretion, all at Park District expense.

1.3 The Park District shall be responsible for scheduling the use of the 95<sup>th</sup> Street Community Park and will supply the School District with a schedule for the use of the Park annually at the beginning of each contract year. Variations in scheduling will be provided as needed and as deemed appropriate by the parties. To retain scheduling priority in accordance with Paragraph 1.1 above, the School District shall submit seasonal requests to the Park District in accordance with the following timetable or, other mutually agreed schedule:

Fall Season -- On or before June 1

Spring Season -- On or before January 15

Special seasonal scheduling or maintenance requests shall be submitted in accordance with the above timetable. Failure to comply with this timetable may result in losing priority scheduling on the subject parcel.

1.4 The Park District will include the 95<sup>th</sup> Street Community Park in its patrol schedule during priority use periods and shall conduct its activities in accordance with the Naperville Park District Use Regulation Ordinance #133, as amended.

1.5 The Park District shall allow the School District to construct two (2) temporary ball fields on the 95<sup>th</sup> Street Community Park until such time the Park District needs the property for other purposes. The Park District agrees to assist the School District in the design of the fields at no cost to the School District. However, all construction of the ball fields shall be done at the sole cost of the School District. At such time as the Park District has need for the property for other purposes, then should the fields need to be removed, such removal shall be at School District's expense.

1.6 The School District agrees to abide by the Rules and Regulations as set forth in the "General Use Regulation Ordinance of the Naperville Park District" adopted as Ordinance No. 133 by the Board of Commissioners of the Naperville Park District on March 20, 1980, and as may be periodically amended.

1.8 For its use of the 95<sup>th</sup> Street Community Park, the School District agrees to pay its fair share of the annual cost of maintaining and repairing the turf at said Park, as agreed upon by Park District and School District staff. In addition, the

School District shall be responsible to promptly repair, renovate or replace facilities or damaged turf or fields at the 95<sup>th</sup> Street Community Park which occurs as a result of the School District's scheduled use of said facilities. If said repairs, renovations, or replacements are not completed promptly, as determined by the Park District, then the Park District may complete said repairs, renovations or replacements and bill the School District therefor. If completed by the Park District, accurate records of all labor, materials and contracts shall be kept by the Park District as evidence to support billing to the School District. It is understood that unscheduled activities may take place on the grounds of the 95<sup>th</sup> Street Community Park and the School District will assume no responsibility for damage to property or injuries to persons during these times of unscheduled activities.

2. Nequa Valley High School/Crone Middle School

2.1 The parties agree that the School District has the absolute authority to use the Nequa Valley High School/Crone Middle School each day as deemed necessary by the School District for its educational program provided to its constituents. However, with regard to the use of the Nequa Valley High School/Crone Middle School by those other than the School District, the School District agrees to allow the Park District first priority use of the Nequa Valley High School/Crone Middle School buildings and grounds during the following times unless School District activities preclude:

- a. During the then current school year, beginning at 4:00 p.m. each day and on weekends;

b. During the summer, from the end of the school term on or about June 1 until the start of the fall schedule on or about August 15 each year; and,

c. At other mutually agreed times.

Said priority use shall include, but not be limited to, softball, baseball, tennis courts, gyms/fieldhouse, pool, auditorium and gymnastic, wrestling and dance rooms.

2.2 The School District reserves the right to construct or remove any facilities or equipment, and otherwise make improvements to the School District property at its discretion, all at School District expense.

2.3 The Park District shall be responsible for the care and maintenance of the athletic fields at Nequa Valley High School/Crone Middle School during the times of scheduled Park District events at Park District expense.

2.4 The Park District agrees that it will, at its discretion and at its sole expense, perform field preparation and field renovation on the Nequa Valley High School/Crone Middle School athletic fields and grounds used by the Park District; provided, however, that the School District concurs with the work to be done.

2.5 The Park District shall be responsible to promptly repair, renovate or replace facilities or damaged turf or fields at Nequa Valley High School/Crone Middle School which occurs as a result of the Park District's scheduled use of said facilities. If said repairs, renovations, or replacements are not completed promptly, as determined by the School District, then the School District may complete said repairs, renovations or replacements and bill the Park District

therefor. If completed by the School District, accurate records of all labor, materials and contracts shall be kept by the School District as evidence to support billing to the Park District. It is understood that unscheduled activities may take place on the grounds of Nequa Valley High School/Crone Middle School and the Park District will assume no responsibility for damage to property or injuries to persons during these times of unscheduled activities.

2.6 The Park District will include the Nequa Valley High School/Crone Middle School property in its patrol schedule during priority use periods and shall conduct its activities in accordance with the Naperville Park District Use Regulation Ordinance #133, as amended.

2.7 Except to the extent that the grounds at Nequa Valley High School/Crone Middle School are to be maintained by the Park District as set forth above, the School District agrees to cut the grass on said school site and to otherwise maintain property in the manner that is in keeping with the normal usage.

2.8 The School District shall allow the Park District the unlimited right to use the pond on the school property in reasonable quantities for irrigation purposes.

2.9 The School District agrees to allow the Park District full use of its parking lot to accommodate the public's participation in the Park District's programs and facilities, so long as the same does not interfere with the School District's educational and extra-curricular programs.

2.10 The School District agrees to leave a minimum of two tennis courts available for walk-on play by the general public after school and on weekends unless scheduled for interscholastic competition.

3. Special Provisions

3.1 Term. This agreement shall extend for a period of twenty (20) years from the date hereof. If written notice of termination is not served by either party on the other a least six (6) months prior to the end of the twenty (20) year term, then this lease shall automatically renew for one annual term thereafter.

3.2 Notices. Notices hereunder shall be in writing. All notices shall be served by either party upon the other at the location of its principal office, as written below, or at such other location as the party may designate in writing from time to time; such written designation shall be deemed to be effective five (5) days after delivery thereof. Notices may be delivered in person or by deposit in an appropriate United States Postal Service receptacle, by certified mail, return receipt requested, postage fully pre-paid. Notices shall be deemed to have been received as evidenced by the return card.

3.3 Insurance. Each District agrees to obtain and to maintain, at its own expense during the term of this Agreement, comprehensive public liability insurance in amounts of at least \$ 1,000,000.00 per person for injuries or death arising out of the use of the subject real estate, or the maintenance thereof, and not less than \$ 3,000,000.00 for each such occurrence. In the event that insurance policies in the referenced amounts are not maintained by the respective District, a self insurance program with similar limits shall be deemed acceptable during the term of this agreement. Each District shall name the other District as an additional insured on these policies or programs, and shall provide the other



District with written evidence that the subject District's insurer has accepted these properties as part of its coverage protecting the both Districts. Evidence of said insurance policies or programs shall be kept on file at each District and shall hold each District harmless against any liability, judgments, expenses, attorney's fees, or claims, including personal injury, death and property damage, arising out of or occurring on the property of the other during the periods which are the subject of this Agreement.

3.4 Miscellaneous Provisions.

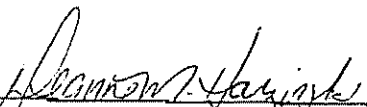
a. It is mutually understood and agreed that all agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any Court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

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

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

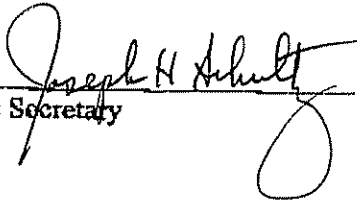
BOARD OF EDUCATION OF  
INDIAN PRAIRIE COMMUNITY UNIT  
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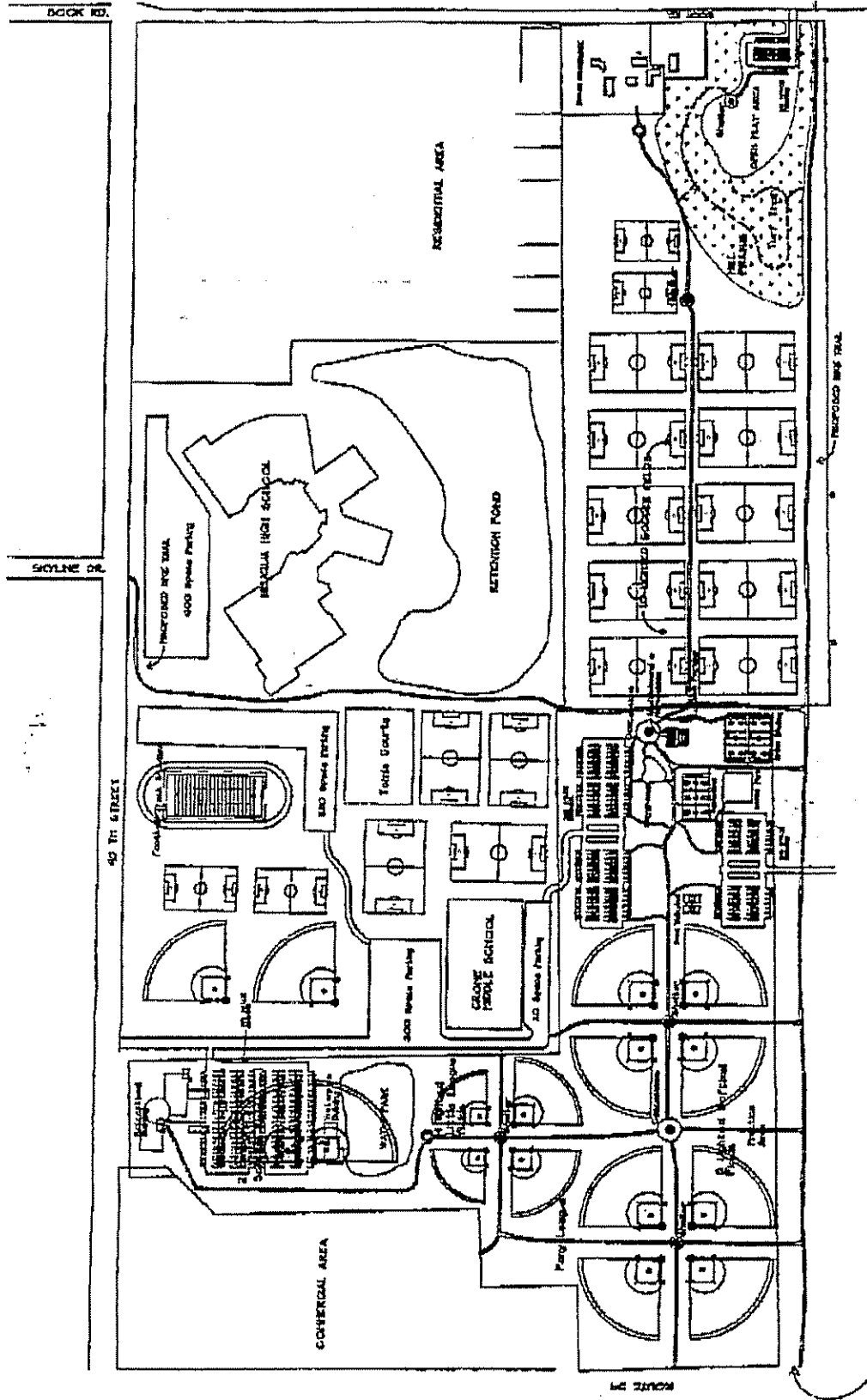
By   
Its President

Attest   
Its Secretary Pro Tem

BOARD OF PARK  
COMMISSIONERS OF  
NAPERVILLE PARK DISTRICT,  
DUPAGE AND WILL COUNTIES,  
ILLINOIS

By   
Its President

Attest   
Its Secretary



**90th STREET COMMUNITY PARK  
SITE DEVELOPMENT PLAN**

SCALE: 1"=100'

DECEMBER 20, 1988

EXHIBIT - A

07-10-1997 01:27PM

630 897 1258

TOTAL P.13  
P.13