

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COMMUNITY PARK DISTRICT OF LA GRANGE PARK AND
THE LA GRANGE PARK PUBLIC LIBRARY DISTRICT**

This Intergovernmental Agreement ("Agreement") is entered into this 16 day of October, 2024 between the Community Park District of La Grange Park, Cook County, Illinois, a municipal corporation, ("Park District") and La Grange Park Public Library District, Cook County, Illinois, an Illinois Public Library District, existing and operating under the laws of the State of Illinois, ("Library"), (collectively "Parties"), for snow and ice removal services.

WITNESSETH:

WHEREAS, the Park District and the Library are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq (the "Act"); as authorized by Article VII, Section 10 of the 1970 Constitution of the State of Illinois;

WHEREAS, the Illinois Constitution and the Act encourage and provide for units of local government to cooperate and to enter into intergovernmental agreements in any manner not prohibited by law or ordinance, to their mutual benefit; and

WHEREAS, the Library and Park District own and operate certain real properties adjacent to each other at Memorial Park; and

WHEREAS, the Park District staff has the resources to provide for snow and ice removal services; and

WHEREAS, the Library desires to utilize the services and expertise of the Park District staff for the ice and snow removal service to assist in the maintenance of the Library District Property; and

WHEREAS, the Library and Park District desire to enter into an agreement regarding the cross-easements and maintenance of their respective properties; and

WHEREAS, the Park District has determined that snow and ice removal services on the Library's property will not interfere with or impede the normal operation of the Park District's maintenance services and will promote the safety of the Parties' mutual community.

AGREEMENT

NOW THEREFORE, in exchange for the good and valuable consideration, the sufficiency of which is acknowledge by the Parties, and the terms and conditions contained herein, the Park District and the Library agree as follows:

1. **Location of Library's Property.**
555 La Grange Road, La Grange Park, Illinois.
2. **Library's Responsibilities.**
 - (a) **License and Access.** The Library grants to the Park District a license over and across all of the asphalt drives, parking areas and sidewalks located on the Library Property, for the limited purpose of snow and ice removal pursuant to this Agreement.
 - (b) **Parking Lot Use.** The Park District's employees may access and use the Library's parking lot and for the purposes of snow and ice removal.

- (c) **Access Walks.** After initial snow and ice removal by the Park District, the Library will clear its access walks until such time as the Park District may return to perform additional snow removal work, pursuant to the Park District's policies and direction.
- (d) **Program Rooms.** The Library grants the Park District priority use of the Library's program rooms free of charge for Park District programs and activities subject to availability. The Park District's use of the Library's program rooms shall comply with all Library's policies, rules and regulations including but not limited to the Library's reservation policy. The Park District will schedule its use of the Library's program rooms through the Executive Directors or their designee.
3. **Park District's Responsibilities. Snow Removal and Ice Removal.** The Park District will, pursuant to its own policies, undertake the removal of snow from Memorial Park, and remove snow and ice from the parking and sidewalk areas of the Library areas ("Services"). The Park District will provide the Services in the same manner as it provides generally for its own park properties, and in a timely manner to protect the safety of the Library property users and Park District employees providing the Services and additional services hereunder.
4. **Term.** This Agreement shall commence on October 14, 2024 and, shall expire on October 14, 2025. Upon the expiration of the initial term of this Agreement, this Agreement shall be renewed automatically for successive one (1) year terms for a maximum of two (2) additional years. Either Party may terminate this agreement upon sixty (60) days written notice in accordance with terms as set forth in Paragraph 10. Upon cancellation of this Agreement, all obligations of the Parties cease with the exception that the Library shall pay the Park District for all Services performed through the effective date of termination
5. **Fees for Use.** The Park District will invoice the Library District monthly for the cost of salt and for time spent by personnel and equipment ("Service Time") on snow removal at the Library District Property.
- (a) **Service Time.** The hourly rate schedule for the Service Time will be agreed upon on or before October 1 of each year by the executive Directors of the Library and the Park Districts. Service Time rates will take into account the costs of Park District employees, fuel and equipment involved. Service Time rate schedule will be reduced to writing, appended to this agreement and adjusted annually as appropriate.
- (b) **Payment for Services.** The Library shall pay monthly invoices in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
- (c) **Access to Records.** The Park District will allow the Library reasonable access to records reflecting the actual costs upon 48 hours of written notice.
6. **Rules Applicable to Each Party's Use of the Other's Lands.** In executing this Agreement and accepting its benefits, each party agrees that it shall use the other party's facilities solely for those activities which it is properly authorized to provide. Each party agrees to abide by and to require its program participants to abide by the other party's regulations pertaining to the recreational use of its facilities.
7. **Covenant to Hold Harmless (Reciprocal)**

To the fullest extent permitted by law, each party shall indemnify and hold harmless the other party from and against any and all costs, losses, and damages (including but not limited to attorneys' fees) caused by the negligent acts, errors or omission of the indemnifying party or its officers, directors,

partners, and employees with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to limit any tort immunity provided to either party by law.

8. Insurance.

- (a) In the event that either party purchases insurance from an insurance company, each party shall keep in force at all times during the term of this agreement Commercial General Liability Insurance including fire, legal liability, bodily injury, personal injury and property damage limits of not less than \$3,000,000 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.
- (b) In the event that either 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 Liability coverage including fire legal liability specifically including bodily injury, personal injury and property damage limits of not less than \$3,000,000 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 as additional insured.
- (c) Prior to the commencement of the term hereof, each party shall furnish the other party with a certificate of insurance showing the required coverage to be in effect and naming the other party, its board members, officers, agents, successors, and assigns as additional insureds. The policies or duly executed certificates for the same shall reflect the insurers' right of subrogation. Said policies of insurance shall provide for at least sixty (60) days written notice to each party of termination and/or cancellation of the policy naming it as an additional insured.

9. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any third party beneficiaries of this Agreement. Any allocation of risk, responsibility or liability provided for herein is strictly for the administrative convenience of the parties hereto and shall not be construed as any expansion or diminution of the duties or liabilities of the parties under common or statutory law. Nothing herein shall be construed as a waiver of the immunities granted by statutory or common law.

10. Notices. All notices, demands, or other writings in this Agreement provided to be given, made, or sent by either party hereto to the other shall be in writing and shall be deemed to have been fully given by either (i) facsimile transmission; (ii) delivering or causing to be hand-delivered a written copy thereof; or, (iii) by sending a written copy thereof by depositing the same in the United States mail, certified or registered mail, postage prepaid, return receipt requested, and addressed to Library and Park District as follows:

To Library District:

Library District Director
La Grange Park Public Library District
555 N. La Grange Road
La Grange Park, IL 60526

To Park District:

Executive Director
Community Park District of La Grange Park
1501 Barnsdale Road
La Grange Park, IL 60526

All notices and communications pertaining to this Agreement shall be sent to the parties at the
aforementioned addresses unless subsequently changed by written notice.

11. Entire Agreement. This Agreement represents the entire understanding and agreement
between the Library and Park District regarding the subject matter hereof. No amendment,
waiver or modification of any term or condition of this Agreement shall be binding or
effective for any purpose unless expressed in writing and adopted by each of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by proper parties
thereunto duly authorized so to do as of the day and year first hereinafter written.



President
Board of Trustees, La Grange Park Library District

Attest:



Secretary

10/16/2024
Date

President
Board of Park Commissioners,
Community Park District of La Grange Park

Attest:

Secretary

Date