

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement") is executed on the date last written below, by and between the VILLAGE OF ORLAND PARK (the "Village") and the BOARD OF EDUCATION OF CONSOLIDATED HIGH SCHOOL DISTRICT 230 ("the District"), and collectively with the Board, the "Parties").

### RECITALS

A. The Village is an Illinois home rule municipal corporation;

B. The District is a School District created under the laws of the State of Illinois, and the Parties are authorized by Article VII, Section 10 of the Constitution of the State of Illinois of 1970, by the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and by their respective enabling statutes, to enter into and perform this Agreement.

C. The Parties have agreed to cooperate with each other in making provisions for the renovation of the damaged landscaping along LaGrange Road (U.S. Route 45) and 131<sup>st</sup> Street as a result of IDOT's construction activities at Carl Sandburg High School. Detailed specifications and depictions of the landscaping work required as prepared by KIMLEY-HORN AND ASSOCIATES, INC. are attached as Group Exhibit A.

NOW THEREFORE, in consideration of these recitals and the terms and conditions of this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated into this Agreement.

3. **Landscaping renovations.** The District hereby grants the Village and its authorized contractors authorization to restore and renovate the landscaping in the areas noted in "Group Exhibit A". The District shall give the Village access to the work areas during this initial installation and from time to time as reasonably necessary to perform this Agreement. The Village shall be responsible for the competitive bidding and installation of the landscaping renovations under this Agreement.

4. **Construction and Installation Cost.** The cost is to be borne solely by the District for the renovations of the landscaping.

5. **Maintenance of the Landscaping.** Following the landscaping renovations, the District shall thereafter be fully and solely responsible for the maintenance, repair, or replacement of the landscaping, and the District shall at all times be the owner of the landscaping.

6. **Indemnity.** Each Party shall indemnify, defend, and hold harmless the other Party from all claims, demands, causes of action, losses, liabilities, damages, penalties, fines, and expenses, including reasonable attorney's fees and court costs, which are incurred by the

other Party, but only to the extent arising from the indemnifying Party's negligent or intentional act or omission, or from the indemnifying Party's breach of this Agreement. The obligations contained in this Section shall not apply to the extent the indemnifying Party has tort immunity for the underlying claim.

7. **No Third Party Beneficiary.** This Agreement is not intended to confer any right upon any third party who is not a Party to this Agreement.

8. **No Assignment or Delegation.** Each Party represents and warrants that it has not and will not assign any rights or delegate any duties arising from this Agreement.

9. **Advice of Counsel and Understanding of Agreement.** The Parties each understand their right to discuss all aspects of this Agreement with their legal counsel, and have done so if desired. The Parties acknowledge that they have carefully read and fully understand all provisions of this Agreement.

10. **Choice of Law.** This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles. Venue for any dispute arising under this Agreement shall be in Cook County, Illinois.

11. **Binding Effect and Interpretation.** The Parties intend this Agreement to be legally binding. This Agreement shall bind and inure to the benefit of the Parties and their legal representatives, successors and assigns. The provisions of this Agreement are severable and no provision shall be affected by the invalidity of any other provision. This Agreement has been jointly drafted by the Parties, and in the event any court determines any provision of this Agreement to be ambiguous, the ambiguity shall not be construed against either Party.

12. **Execution in Counterparts.** This Agreement may be executed in counterparts. When both counterparts have been executed by both Parties and exchanged with the other Party, electronically or in hardcopy, this Agreement shall be deemed fully-executed and binding as if both Parties had signed and exchanged the same originals.

13. **Integration.** This Agreement contains the entire agreement between the Parties and supersedes all prior agreements between the Parties, both oral and written, concerning any subject matter referenced in this Agreement. This Agreement may only be modified or cancelled by a subsequent writing executed by both Parties.

14. **Authority to Execute.** Each of the undersigned signatories represents in his/her individual capacity that he/she has actual authority to execute this Agreement on behalf of the Party represented.

Executed on the date last written below, by and between:

**VILLAGE OF ORLAND PARK**

**THE BOARD OF EDUCATION  
CONSOLIDATED HIGH SCHOOL  
DISTRICT 230**

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

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

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_