

**INTERGOVERNMENTAL AGREEMENT FOR THE DEVELOPMENT OF  
BUDLER PARK**

**WHEREAS**, this Agreement is made and entered into by and between the Village of Romeoville acting by and through its Board of Trustees (Village) and the Plainfield Township Park District, Will and Kendall Counties, Illinois, acting by and through its Board of Commissioners (Park District), together the Village and Park District may be referred to as Parties; and

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. authorizes municipalities to exercise jointly with any public agency of the state, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually and to enter into contracts for the performance of governmental services, activities and undertakings; and

**WHEREAS**, the Village owns certain property located at 1912 Trafalger Drive, Romeoville, Illinois, commonly known as Budler Park (Subject Property); and

**WHEREAS**, the Park District was established pursuant to the Illinois Park District Code which provides for the establishment of park districts to provide for the recreational, educational needs of its constituents; and

**WHEREAS**, the Parties desire to enter into this Intergovernmental Agreement to provide for the redevelopment of the Subject Property.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged and pursuant to the powers of as detailed in the State statutes referred to above, it is agreed by and between the Parties hereto as follows:

1. The foregoing recitals constitute an expression of the intent of the Village and Park District regarding the formation of this Agreement and are hereby incorporated herein by reference as if fully set forth herein. Similarly, in any Exhibit attached hereto and referred to herein as an Exhibit shall be incorporated herein by reference.

2. It is the intention of the Parties that Subject Property shall be redeveloped to allow for the provision of a play area for those citizens of the Village and of the Park District.

3. As the property is located within the Village and is owned by the Village, the Village shall be the primary agency in the design, redevelopment and maintenance of the project. Therefore, the Village shall be responsible for:

- a) Removal of existing equipment and structures on the Subject Property;

- b) Securing and paying for any and all of the architectural design and contract installation of any and all improvements to the Subject Property. Although the Village shall be responsible for the payment, selection and installation of improvements (as well as for maintenance and inspection of the improvements and equipment), the Parties agree that the equipment installed shall be appropriate for children between the ages of 2 through 12 years of age;
- c) Preparation of any and all bid documents required for the project and ultimately selection of any and all equipment or improvements to the Subject Property;
- d) Installation of agreed upon signage at the main entrance to the Subject Property located on Trafalger Drive, indicating that the Subject Property was developed in cooperation between the Parties.
- e) Be solely responsible for any and all upkeep, inspection and maintenance to the turf, improvements or equipment located on the Subject Property.

4. In order to assist the Village in the redevelopment of Subject Property, the Park District shall provide a contribution to the total redevelopment cost of the Subject Property as a one-time payment. The amount to be contributed by the Park District shall be One Hundred Thousand and No/100 Dollars (\$100,000.00). Village represents that the current estimated cost of the project is Two Hundred Seventy Five Thousand and No/100 Dollars (\$275,000.00). The Park District shall make such contribution to the Village within 30 days, or during the Park District's next billing cycle, after the Village notifies the Park District that the project has been completed and that all costs associated therewith have been fully paid by the Village.

5. As a joint project of the Parties, the Subject Property shall be open to the general public and the use of the Subject Property shall not be limited by the Village or the Park District.

6. The Park District shall be allowed to provide local programmed events on the Subject Property if it submits a request to the Director of the Village's Recreation Department to provide the event in question not less than thirty (30) days prior to the date of the proposed event.

7. The Parties agree that if in the determination of the Village, the improvements or equipment is in need of replacement for safety reasons due to wear or age, the replacement of those items will be subject to a new Agreement consistent with the terms and spirit of this Agreement. If the Village determines that the improvements and equipment are in need of replacement as described above, they will contact the Park District in an effort to come to a similar arrangement for the joint redevelopment of the Subject Property similar to the terms described herein. The Park District shall have the right of first refusal to participate in any new agreement for the installation of new improvements and equipment to replace those described herein.

8. The Parties agree to indemnify and hold harmless each other from any liability, action, claim, judgment or award including costs and attorney's fees arising from this Agreement and the rights, responsibilities as contained in this Agreement. However, nothing in this

Agreement shall obligate or require the indemnitor to indemnify the indemnitee for the negligent or wrongful acts or omissions of the indemnitee.

9. This document shall be the final embodiment of the Agreement by and between the Parties. No oral changes or modifications for this Agreement shall be permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and consistent with the approval of both Parties.

10. In the event that a court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.

11. This Agreement shall be binding upon and inure to the benefits of the Parties hereto, their successors and assigns. This Agreement shall not be assignable without the written consent of the Parties.

12. The venue of this Agreement shall be in the Courts of the Twelfth Judicial Circuit, Will County, Illinois.

13. The Village and the Park District are the only Parties to this Agreement and the Agreement is not intended to create any rights in any third Parties.

14. Any Notices under this agreement shall be sent as follows:

If to the Village: Kelly Rajzer  
Director, Department of Parks and Recreation  
Village of Romeoville  
900 W. Romeo Road  
Romeoville, IL 60446

If to the Park District: Carlo J. Capalbo  
Executive Director  
Plainfield Township Park District  
23729 W. Ottawa Street  
Plainfield, IL 60544

12. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

VILLAGE OF ROMEOVILLE

PLAINFIELD TOWNSHIP PARK DISTRICT

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John D. Noak, Mayor

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Mary Ludemann, Board President

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

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

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_