

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
FOREST PRESERVE DISTRICT OF WILL COUNTY, NAPERVILLE PARK
DISTRICT, CITY OF NAPERVILLE, AND BOLINGBROOK PARK DISTRICT FOR
THE DESIGN, CONSTRUCTION, AND OPERATION OF THE DUPAGE RIVER
TRAIL - WEBER ROAD IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) by and between the FOREST PRESERVE DISTRICT OF WILL COUNTY (“**FOREST PRESERVE**”), the CITY OF NAPERVILLE (“**CITY**”), the NAPERVILLE PARK DISTRICT, and the BOLINGBROOK PARK DISTRICT collectively “**PARTIES**” and individually “**PARTY**”, is entered into this ____ day of _____, 2025.

WITNESSETH

1. WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize units of local government to contract or otherwise associate among themselves to obtain or share services, do, exercise, combine or transfer any power or function in any manner not prohibited by law to use their credit, revenues, and other reserves to pay costs and to service debt related to intergovernmental activities.

2. WHEREAS, the FOREST PRESERVE is a body corporate and politic with powers and authority granted pursuant to the Downstate Forest Preserve District Act (70 ILCS 805 et. seq.); and

3. WHEREAS, the CITY, NAPERVILLE PARK DISTRICT, and BOLINGBROOK PARK DISTRICT are municipal corporations and units of local government within the State of Illinois; and

4. WHEREAS, the FOREST PRESERVE works with Will County municipalities, park districts, and other units of government to provide and promote interconnected public open spaces, regional trails and greenways; and

5. WHEREAS, the CITY owns properties identified by PINs 12-02-08-100-001; 12-02-07-200-010; and 12-02-06-400-014, commonly known as “**DuPage River Park**”; and

6. WHEREAS, on August 30, 1985, the CITY and the NAPERVILLE PARK DISTRICT entered into an intergovernmental lease by which the CITY leased DuPage River Park to the Naperville Park District for ninety-nine (99) years, which agreement was amended on December 18, 2002, and May 17, 2009 (together referenced herein as the “**Lease Agreement**”); and

7. WHEREAS, the BOLINGBROOK PARK DISTRICT owns, operates, and maintains properties identified by PINs 12-02-08-203-045; 12-02-08-100-013; and 12-02-08-200-011, commonly known as **Indian Boundary Park**; and

8. **WHEREAS**, the PARTIES desire to collaborate on the construction and development of a 10-foot wide multi-use trail extending the east branch of the DuPage River Trail south along the east side of Weber Road, connecting to the existing sidewalk network to the south; and an east-west trail linking the north-south segment to Indian Boundary Park and the DuPage River Greenway Trail (collectively, the “**PROJECT**”), as identified in **Exhibit A**; and

9. **WHEREAS**, the FOREST PRESERVE along with TERRA Engineering, Ltd. conducted a feasibility study to analyze the feasibility of three potential trail alignments; and

10. **WHEREAS**, the FOREST PRESERVE is funding Phase I Engineering with an anticipated completion by the end of 2025; and

11. **WHEREAS**, the PARTIES intend to seek federal funding for Phase II Engineering (estimated at \$434,000.00) and Phase III Engineering and Construction (estimated at \$6,073,800.00) of the PROJECT through programs such as CMAQ, ITEP, TAP-L, etc.; and

12. **WHEREAS**, the federal grant programs require a 20% local match (“**Local Match**”); and

13. **WHEREAS**, the PROJECT connects and benefits multiple communities, residents, businesses, and open spaces across the DuPage River; and

14. **WHEREAS**, DuPage River Trail is a regionally significant corridor, and the PARTIES have previously passed resolutions supporting the ongoing development of the DuPage River Greenway Trail; and

15. **WHEREAS**, the PARTIES agree to share in the Local Match of Phase II Engineering, and Phase III Engineering and Construction of the PROJECT, currently estimated to be approximately \$1,301,560.00 with the understanding that the PARTIES shall not be required to exceed their share of \$1,301,560.00 as provided herein unless the PARTIES have agreed to amend this Agreement to contribute additional funds as provided herein.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARTIES agree as follows:

1. **INCORPORATION OF RECITALS**

The above recitals are incorporated herein as though fully set forth.

2. **PARTY RESPONSIBILITIES**

FOREST PRESERVE:

2.01 Subject to the terms, conditions and provisions of this Agreement, the FOREST PRESERVE shall be responsible for the design, permitting, and construction of the trail, and overall management of the PROJECT. The FOREST PRESERVE shall include terms in the contract documents for the PROJECT requiring insurance, indemnification and

products and completed operations warranties from the Contractor to run in favor of the PARTIES.

Contractors and subcontractors shall provide general liability and business auto coverage of at least \$3 million. If any professional services contractors are used they shall also provide professional liability insurance of at least \$1million per event.

2.02 The FOREST PRESERVE shall serve as the project manager during the design and construction of the PROJECT.

2.03 The FOREST PRESERVE shall coordinate and complete any necessary grant applications throughout all phases of the PROJECT.

2.04 The FOREST PRESERVE agrees to contribute \$676,560.00 toward the Local Match total for all PARTIES. The PARTIES agree that this obligation shall not exceed \$676,560.00, for all grants received for Phase II Engineering, and Phase III Engineering and Construction of the PROJECT. In the event that the FOREST PRESERVE's contribution to the Local Match is anticipated to exceed \$676,560.00, then the PARTIES shall cooperate to either revise the scope of the PROJECT or contribute additional funds. Contribution of additional funds may be approved by amendment of this Agreement.

2.05 The FOREST PRESERVE shall submit a draft of the engineering and construction plans to the other PARTIES for review and approval before bidding the PROJECT.

2.06 The FOREST PRESERVE, its contractors, and/or its subcontractors shall obtain all necessary permits required to complete the PROJECT.

2.07 The FOREST PRESERVE shall require each consultant, contractor, and subcontractor responsible for the construction, maintenance, or monitoring of the PROJECT to name each PARTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant, contractor, and subcontractor's liability insurance policy. Further, the FOREST PRESERVE shall require that each consultant, contractor, and subcontractor indemnify, defend and hold harmless each PARTY, and their respective elected and appointed officials, employees, agents, and volunteers from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant, contractor or subcontractor.

CITY OF NAPERVILLE:

2.07 The CITY agrees to collaborate and cooperate with the PARTIES during all phases of the PROJECT.

2.08 Subject to approval by the Naperville Park District which leases DuPage River Park from the CITY as set forth in Recital 6 above, the CITY agrees to allow the construction of the trail within DuPage River Park as provided herein.

2.09 The CITY agrees to contribute \$300,000.00 toward the Local Match total, subject to the provisions set forth herein. The PARTIES agree that this obligation shall not exceed \$300,000.00 for all grants received for Phase II Engineering, and Phase III Engineering and Construction of the PROJECT. In the event that the CITY's contribution to the Local Match is anticipated to exceed \$300,000.00, then the PARTIES shall cooperate to either revise the scope of the PROJECT or contribute additional funds. Contribution of additional funds may be approved by amendment of this Agreement.

2.10 The CITY shall, after final approval and acceptance by the FOREST PRESERVE of the trail which is the subject of the PROJECT, perform "Infrastructure Maintenance" for that portion of the PROJECT constructed on property owned by the City of Naperville including the area within DuPage River Park, and subject to any warranties for the work performed, be responsible for all subsequent capital replacement and improvements. For the purposes of this Agreement, Infrastructure Maintenance ("**Infrastructure Maintenance**") is defined as the reconstruction or replacement, as necessary, of all trail pavements, retaining walls, boardwalks, bridge superstructures and substructures. In addition, the CITY shall perform Infrastructure Maintenance on property within the City of Naperville, east of Weber Road, owned by Commonwealth Edison if the FOREST PRESERVE obtains the necessary property rights from Commonwealth Edison for PROJECT purposes which it is able to assign to the CITY for Infrastructure Maintenance thereof, and to the NAPERVILLE PARK DISTRICT for Operational Maintenance thereof pursuant to an agreement with Commonwealth Edison, and approved by the CITY and NAPERVILLE PARK DISTRICT.

The CITY agrees that this Agreement and the Lease Agreement described in Recital 6 above, shall be read together to the extent possible. If the provisions of this Agreement directly conflict with Lease Agreement, the provisions of this Agreement shall control as to the improvements which are the subject of the PROJECT located within DuPage River Park and within the CITY.

NAPERVILLE PARK DISTRICT:

2.11 The NAPERVILLE PARK DISTRICT agrees to collaborate and cooperate with the PARTIES during all phases of the PROJECT.

2.12 The NAPERVILLE PARK DISTRICT agrees to allow the construction of the trail within the portion of DuPage River Park under its ownership, operation, and / or control.

2.13 The NAPERVILLE PARK DISTRICT agrees to contribute \$300,000.00 toward the Local Match total for all PARTIES. The PARTIES agree that this obligation shall not exceed \$300,000.00, for all grants received for Phase II Engineering, and Phase III Engineering and Construction of the PROJECT. In the event that the NAPERVILLE PARK DISTRICT's contribution to the Local Match is anticipated to exceed \$300,000.00, then the PARTIES shall cooperate to either revise the scope of the PROJECT or contribute

additional funds. Contribution of additional funds may be approved by amendment of this Agreement.

2.14 The NAPERVILLE PARK DISTRICT shall, after final approval and acceptance by the FOREST PRESERVE of the trail which is the subject of the PROJECT, operate and perform “Operational Maintenance” for that portion of the PROJECT constructed on property within the City of Naperville, east of Weber Road including the area within DuPage River Park and the existing Commonwealth Edison right-of-way and, subject to any warranties for the work performed, be responsible for all subsequent capital replacement and improvements. For the purposes of this Agreement, Operational Maintenance (“**Operational Maintenance**”) is defined as the maintenance and repair as necessary, of all trail pavements, including seal coating, trail pavement markings, trail shoulders (defined herein as three (3) feet on each side of paved trail), mowing, pruning, fertilizing, weed control, and other landscape activities associated with care of turf, trees and shrubs, and shall also include routine sweeping, cleaning, litter collection, and periodic inspections of trail pavements, retaining walls, boardwalks, bridge superstructures and substructures for that portion of the PROJECT constructed on property within the City of Naperville, east of Weber Road, including the area within DuPage River Park and the existing Commonwealth Edison right-of-way.

2.15 The NAPERVILLE PARK DISTRICT agrees that this Agreement and the Lease Agreement described in Recital 6 above, shall be read together to the extent possible. If the provisions of this Agreement directly conflict with the Lease Agreement, the provisions of this Agreement shall control as to the improvements which are the subject of the PROJECT.

2.16 The NAPERVILLE PARK DISTRICT further agrees that the CITY shall not be required to obtain permits, agreements, or any other rights in order to perform the Infrastructure Maintenance described herein within any portion of DuPage River Park and within the CITY.

BOLINGBROOK PARK DISTRICT:

2.17 The BOLINGBROOK PARK DISTRICT agrees to collaborate and cooperate with the PARTIES during all phases of the PROJECT.

2.18 The BOLINGBROOK PARK DISTRICT agrees to allow the construction of the trail within Indian Boundary Park.

2.19 The BOLINGBROOK PARK DISTRICT agrees to contribute \$25,000.00 toward the Local Match total for all PARTIES. The PARTIES agree that this obligation shall not exceed \$25,000.00, for all grants received for Phase II Engineering, and Phase III Engineering and Construction of the PROJECT. In the event that the BOLINGBROOK PARK DISTRICT’s contribution to the Local Match is anticipated to exceed \$25,000.00, then the PARTIES shall cooperate to either revise the scope of the PROJECT or contribute

additional funds. Contribution of additional funds may be approved by amendment of this Agreement.

2.20 The BOLINGBROOK PARK DISTRICT shall, after final approval and acceptance by the FOREST PRESERVE of the trail which is the subject of the PROJECT, operate and maintain that portion of the PROJECT constructed within Indian Boundary Park and, subject to any warranties for the work performed, be responsible for all subsequent capital replacement, maintenance, repair, upkeep, and improvements.

3. INDEMNIFICATION

1. The CITY agrees to indemnify, defend, and hold harmless the other PARTIES, their officers, officials, directors, commissioners, agents and employees from and against third-party claims, demands, actions, or suits in law or in equity (including costs and expenses such as attorney's fees and expert witness fees incident thereto) for, or on account of, injury, damage or loss to the person or property of others to the extent that said injury, damage, or loss to person or property of others is alleged to have been caused or caused by intentional or willful misconduct of the CITY or its officers, officials, employees, agents, contractors, subcontractors and invitees in, the performance of the CITY's Infrastructure Maintenance responsibilities described herein.

Additionally, CITY agrees to indemnify, defend, and hold harmless the FOREST PRESERVE, its officers, officials, directors, commissioners, agents and employees from and against all claims, demands, actions, or suits in law or in equity or pursuant to statute (including costs and expenses such as attorney's fees and expert witness fees incident thereto) for, or on account of, any mechanic's lien or claim against FOREST PRESERVE property or FOREST PRESERVE funds brought by, on behalf of, or through any CITY employees, agents, contractors, and subcontractors and materials suppliers as a result of the performance of the CITY's Infrastructure Maintenance responsibilities described herein.

2. The NAPERVILLE PARK DISTRICT agrees to indemnify, defend, and hold harmless the other PARTIES, their officers, officials, directors, commissioners, agents and employees from and against third-party claims, demands, actions, or suits in law or in equity (including costs and expenses such as attorney's fees and expert witness fees incident thereto) for, or on account of, injury, damage or loss to the person or property of others to the extent that said injury, damage, or loss to person or property of others is alleged to have been caused or caused by intentional or willful misconduct of the NAPERVILLE PARK DISTRICT or its officers, officials, employees, agents, contractors, subcontractors and invitees allegedly related to the maintenance and / or operation of any portion of any property within the PROJECT area under the ownership, operation and / or control of the NAPERVILLE PARK DISTRICT, including but not limited to the DuPage River Park property which it leases from the CITY as set forth in Recital 6 hereof.

Additionally, NAPERVILLE PARK DISTRICT agrees to indemnify, defend, and hold harmless the FOREST PRESERVE, its officers, officials, directors, commissioners, agents

and employees from and against all claims, demands, actions, or suits in law or in equity or pursuant to statute (including costs and expenses such as attorney's fees and expert witness fees incident thereto) for, or on account of, any mechanic's lien or claim against FOREST PRESERVE property or FOREST PRESERVE funds brought by, on behalf of, or through any NAPERVILLE PARK DISTRICT employees, agents, contractors, and subcontractors and materials suppliers as a result of constructing, maintaining, operating, repairing, removing, restoring, or performing any other activity otherwise done on the PROJECT.

3. The BOLINGBROOK PARK DISTRICT agrees to indemnify, defend, and hold harmless the other PARTIES, their officers, officials, directors, commissioners, agents and employees from and against third-party claims, demands, actions, or suits in law or in equity (including costs and expenses such as attorney's fees and expert witness fees incident thereto) for, or on account of, injury, damage or loss to the person or property of others to the extent that said injury, damage or loss to person or property is alleged to have been caused or caused by intentional or willful misconduct of the BOLINGBROOK PARK DISTRICT or its officers, officials, employees, agents, contractors, subcontractors and invitees allegedly related to the maintenance and / or operation of any portion of its property within the PROJECT area.

Additionally, BOLINGBROOK PARK DISTRICT agrees to indemnify, defend, and hold harmless the FOREST PRESERVE, its officers, officials, directors, commissioners, agents and employees from and against all claims, demands, actions, or suits in law or in equity or pursuant to statute (including costs and expenses such as attorney's fees and expert witness fees incident thereto) for, or on account of, any mechanic's lien or claim against FOREST PRESERVE property or FOREST PRESERVE funds brought by, on behalf of, or through any BOLINGBROOK PARK DISTRICT employees, agents, contractors, and subcontractors and materials suppliers as a result of constructing, maintaining, operating, repairing, removing, restoring, or performing any other activity otherwise done on the PROJECT.

4. The FOREST PRESERVE agrees to indemnify, defend, and hold harmless the other PARTIES, their officers, officials, directors, commissioners, agents and employees from and against third-party claims, demands, actions, or suits in law or in equity (including costs and expenses such as attorney's fees and expert witness fees incident thereto) for, or on account of, injury, damage or loss to the person or property of others to the extent that said injury, damage, or loss to person or property of others is alleged to have been caused or caused by intentional or willful misconduct of the FOREST PRESERVE or its officers, officials, employees, agents, contractors, subcontractors and invitees within or on FOREST PRESERVE property during and related to the PROJECT. Additionally, FOREST PRESERVE agrees to indemnify, defend, and hold harmless the other PARTIES, their officers, officials, directors, commissioners, agents and employees from and against all claims, demands, actions, or suits in law or in equity or pursuant to statute (including costs and expenses such as attorney's fees and expert witness fees incident thereto) for, or on account of, any mechanic's lien or claim against another PARTY's property or funds brought by, on behalf of, or through any FOREST PRESERVE agents, contractors, and subcontractors and materials suppliers as a result of constructing, maintaining, operating,

repairing, removing, restoring, or performing any other activity otherwise done on the PROJECT

4. INSURANCE

Each PARTY, at its sole cost and expense, shall keep in full force and effect at all times during the term of this Agreement insurance against claims for liability for bodily injury, illness or death to persons and damages to property, which may arise from or in connection with this Agreement. Each PARTY shall provide coverage that is at least as broad as:

A. Comprehensive general liability insurance, including contractual liability coverage, and such other types of insurance in such amounts and with such A-rated companies or through self-insurance risk pools as are reasonably acceptable to the PARTIES, but, in any event, no less than \$2,000,000 per occurrence. Such insurance shall be evidenced by annually providing to the other PARTIES certificates of insurance. Said insurance shall name each PARTY as an additional insured and will further provide that the insurance may not be modified, terminated, cancelled or non-renewed without at least thirty (30) calendar days advance written notice by certified mail, return receipt requested, to the other PARTIES.

B. Each PARTY shall keep and maintain Workers' Compensation Insurance covering all costs, statutory benefits and liabilities under State Workers' Compensation and similar laws for their respective employees. Any employee claim related to this Agreement will be the responsibility of the employee's employer and the other PARTIES shall have no obligation whatsoever to provide workers' compensation for the other PARTY'S employees.

The minimum insurance coverage specified in this Section 4 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Given the duration of this Agreement, required insurance coverage and/or amounts may need to be modified to adequately protect the PARTIES against possible claims arising from the PARTIES' rights and obligations under the terms of this Agreement. The PARTIES shall, from time to time, mutually review the insurance coverage required in this Section 4, and shall mutually agree upon increases in coverage amounts or additional insurance as may be commensurate with similar agreements or other similarly situated parties in the Chicagoland area and as may be reasonably necessary to protect the PARTIES against these risks.

5. NOTICES

Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below:

To the Forest Preserve District of Will County:

Executive Director
Forest Preserve District of Will County
17540 West Laraway Rd.
Joliet, IL 60433

To the City of Naperville:

Naperville City Manager
400 South Eagle Street
Naperville, IL 60540

With a copy to:

Naperville City Engineer
400 South Eagle Street
Naperville, IL 60540

To the Naperville Park District:

Executive Director
Naperville Park District
320 West Jackson Ave.
Naperville, IL 60540

To the Bolingbrook Park District:

Executive Director
Bolingbrook Park District
201 Recreation Drive
Bolingbrook, IL 60440

5. Except in emergencies, the PARTIES shall provide each other with forty-eight (48) hours advance notice prior to any activities within the PROJECT area which are being taken pursuant to this Agreement and may impact the PROJECT. A PARTY will use commercially reasonable efforts to notify (via telephone) of any emergency work necessary to prevent imminent injury, damage to property, or death and in such cases may proceed to correct/address such emergent work and shall contact the other PARTIES after completion of such work.

6. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES.

7. If any provision of this Agreement is held to be illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the PARTIES.

8. This Agreement constitutes the sole agreement of the PARTIES with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the PARTIES. It may not be modified except in a writing signed by the PARTIES.

9. If any PARTY fails to require another to perform any term of this Agreement, that failure does not prevent any PARTY from later enforcing that term. If any PARTY waives another's breach of a term, that waiver is not treated as waiving a later breach of the term.

IN WITNESS HEREOF, the PARTIES hereto have executed this Agreement on the date set forth on page 1 hereof.

{signature pages to follow}

CITY OF NAPERVILLE

Representative: _____

Title: _____

Signature: _____

Date: _____

Witnessed By: _____

Title: _____

Signature: _____

Date: _____

NAPERVILLE PARK DISTRICT

Representative: _____

Title: _____

Signature: _____

Date: _____

Witnessed By: _____

Title: _____

Signature: _____

Date: _____

BOLINGBROOK PARK DISTRICT

Representative: _____

Title: _____

Signature: _____

Date: _____

Witnessed By: _____

Title: _____

Signature: _____

Date: _____

FOREST PRESERVE DISTRICT OF WILL COUNTY

Representative: _____

Title: _____

Signature: _____

Date: _____

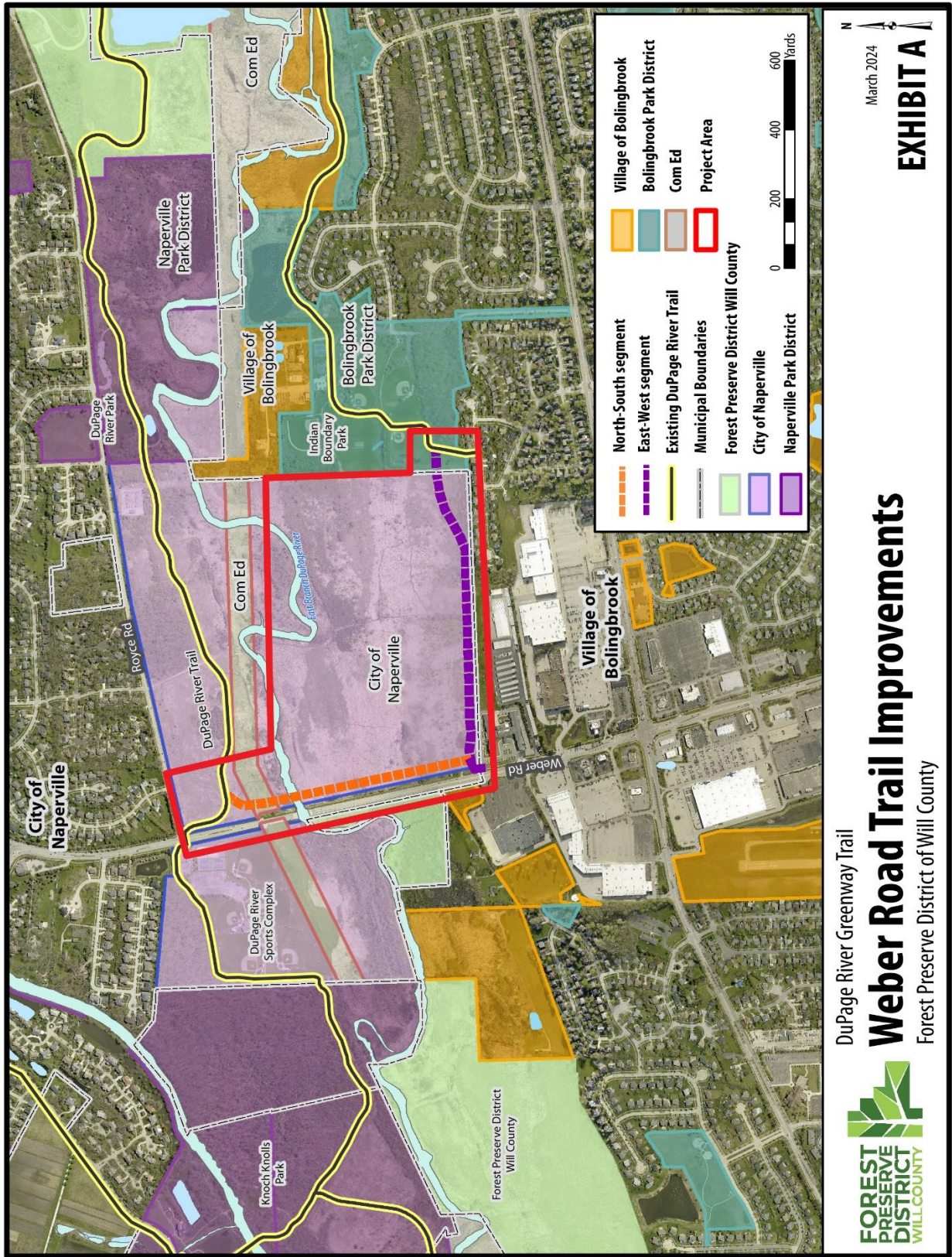
Witnessed By: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT A



DuPage River Greenway Trail
Weber Road Trail Improvements
 Forest Preserve District of Will County



March 2024

EXHIBIT A