

**EXTENSION OF AN AGREEMENT FOR THE OPERATION AND MAINTENANCE OF
A STATION FACILITY LOCATED BETWEEN HARLEM AVENUE AND MARION STREET
BETWEEN THE COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY (METRA) AND THE VILLAGE OF OAK PARK**

THIS EXTENSION OF AN AGREEMENT FOR THE OPERATION OF AND MAINTENANCE OF A STATION FACILITY (hereinafter referred to as the “Extension”) between the Commuter Rail Division of the Regional Transportation Authority (Metra), a division of an Illinois municipal corporation (hereinafter referred to as “Metra”) and the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), is entered into as of the effective date set forth below (collectively referred to as the “Parties”).

RECITALS

WHEREAS, on March 25, 1999, Metra and the Union Pacific Railroad Company (hereinafter referred to as “UP”) entered into a Lease Agreement whereby the UP leases to Metra and Metra leases from the UP the real property on which Metra’s Oak Park Commuter Station is situated; and

WHEREAS, the Parties previously entered into an Agreement for the Operation and Maintenance of a Station Facility dated March 6, 2001 (hereinafter referred to as the “Agreement”), which expired on March 5, 2021; and

WHEREAS, the parties are in the process of negotiating a successor agreement to allow the Village to continue to operate and maintain the Oak Park Metra Station located in the Village between Harlem Avenue and Marion Street and a plan for Metra to perform, or have performed on its behalf, repairs and/or improvements that Metra is responsible for pursuant to the Agreement (hereinafter referred to as “Metra Repairs”); and

WHEREAS, the Parties seek to extend the Agreement on a month-to-month basis beginning on March 6, 2021 until a new operation and maintenance agreement is entered into by the Parties or until December 31, 2022, whichever comes first; and

WHEREAS, beyond December 31, 2022, if the Oak Park Metra Station and a plan for the Metra Repairs are not yet completed and agreed to, the month-to-month continuation of the Agreement will terminate unless agreed to through a writing signed by the Parties.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.

2. **EXTENSION OF AGREEMENT.** The Agreement between the Parties is hereby extended beginning on March 6, 2021 until a new operation and maintenance agreement is entered into by the Parties or until December 31, 2022, whichever comes first.

3. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect during the extension period set forth in Section 2 above.

4. **EFFECTIVE DATE.** This Extension shall be effective as of March 6, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Extension to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

**COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY
(METRA)**

By: Kevin J. Jackson
Its: Village Manager

By: James M. Derwinski
Its: CEO/Executive Director

Dated: _____, 2022

Dated: _____, 2022

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Dated: _____, 2022

Dated: _____, 2022