

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF OAK PARK AND THE OAK PARK TOWNSHIP**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter referred to as the "Agreement") is hereby made and entered into as of the \_\_\_\_ day of March, 2026 by and between the VILLAGE OF OAK PARK, Cook County, Illinois, a municipality and political subdivision of the State of Illinois and a "home rule unit" pursuant to Article VII, Section 6 of the Illinois Constitution of 1970 (hereinafter referred to as the "Village"), and the OAK PARK TOWNSHIP, Cook County, Illinois, a unit of local government organized and existing pursuant to the Illinois Township Code, 60 ILCS 1/1-1 et seq. (hereinafter referred to as the "Township").

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize the Village and the Township to contract to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges or authority which any of such public agencies is authorized to perform; and

**WHEREAS**, the Village and the Township (collectively referred to as "the Parties") are public agencies as that term is defined by the Act, 5 ILCS 220/2; and

**WHEREAS**, the Village Board has determined that it is beneficial to the public to allow Township employees to utilize public parking available in the Avenue Parking Garage during employees' work hours to make available additional parking for Township patrons; and

**WHEREAS**, the Parties have determined to enter into this Intergovernmental Agreement for the Village to provide certain parking spaces for use by Township employees.

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt of which is hereby acknowledged, the Village and the Township agree as follows:

**SECTION 1. RECITALS INCORPORATED.**

- 1.1. The above recitals are incorporated herein by reference as though fully set forth.

**SECTION 2. PARKING FOR TOWNSHIP EMPLOYEES.**

2.1. Effective within ten (10) days of both Parties' execution of this Agreement, the Village shall provide the Township with a maximum of 25 quarterly parking permits for parking spaces located at the Avenue Parking Garage, 720 North Boulevard, for parking on levels 3-6 by Township employees during their working hours.

2.2. Parking fees shall be paid by the Township to the Village for the parking spaces provided pursuant to Section 4.1 above as follows:

Year	Max Number of Permits	Permit Price {per quarter}	Total Cost {per quarter}
2025	25	\$91.41	\$2,285.25
2026	25	\$95.98	\$2,399.50
2027	25	\$100.78	\$2,519.50

2.3. The parking spaces provided pursuant to Section 4.1 above shall be in accordance with the "Parking Lot Guidelines," attached hereto and incorporated herein as Exhibit A, as amended from time to time. Township employee use of the Avenue Parking Garage and eligibility for a quarterly permit shall be in accordance with the Parking Lot Guidelines, as amended from time to time.

2.4. The Village may terminate its obligation to provide the parking spaces set forth in Section 4.1 above and this Agreement by providing thirty (30) days written notice to the Township pursuant to the provisions of Section 6 below. The Township may terminate this Agreement by providing (30) days written notice to the Village pursuant to the provisions of Section 6 below.

**SECTION 3. ENTIRE AGREEMENT.**

3.1. **Entire Agreement.** This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements among the Parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party.

3.2. **Merger.** All negotiations between the parties are merged in this Agreement, and there are no understandings or agreements, verbal or written, other than those incorporated in this Agreement.

3.3. **Amendments and Modifications.** No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in writing signed by the party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

3.4. **Presumption of Draftsmanship.** This Agreement shall be deemed to have been negotiated by and between the parties such that no presumption of draftsmanship shall inure to the detriment or benefit to either party.

3.5. **Severability.** If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

3.6. **Conflict with Applicable Laws.** To the extent that any ordinance, resolution, rule, or order of the Village or the Township or a provision of the Oak Park Village Code, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall control to the extent lawfully permitted.

3.7. **Sections Headings.** The section headings provided in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

**SECTION 4.**                    **NOTICES.**

4.1. **Service of Notices upon the Parties.** All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) overnight courier with evidence of deposit and delivery confirmation; (b) certified U.S. first class mail, postage prepaid, return receipt requested; (c) priority mail with deposit and delivery confirmation; or (d) email with delivery confirmation.

If to the Village:

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

If to the Township:

Township Manager  
Oak Park Township  
105 S. Oak Park Ave  
Oak Park, Illinois 60302  
Email: [emichel@oakparktownship.org](mailto:emichel@oakparktownship.org)

4.2. **Designation of Different Addresses.** The Parties pursuant to notice may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

**SECTION 5. GOVERNING LAW, VENUE AND ENFORCEABILITY.**

5.1. **Governing law and Venue.** This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court of Cook County, Illinois.

5.2. **Enforceability.** This Agreement shall be enforceable by any of the Parties hereto by an appropriate action at law or in equity to secure the performance of the covenants and terms of this Agreement. Prior to filing any lawsuit in court, the party intending to file a lawsuit shall request that a representative of both parties meet to discuss the claimed cause of action and attempt to resolve the dispute.

**SECTION 6. EFFECTIVE DATE.**

6.1. The effective date of this Intergovernmental Agreement as reflected above shall be the later date that either the Village or the Township executes this Agreement as reflected below.

**SECTION 7. TERM OF AGREEMENT.**

7.1. The term of this agreement will begin on the effective date as defined herein and end on December 31, 2027.

**SECTION 8. COUNTERPARTS: FACSIMILE OR PDF SIGNATURES.**

8.1. **Counterparts.** This Intergovernmental Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Intergovernmental Agreement.

8.2. **Facsimile or PDF Signatures.** A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-  
SIGNATURE PAGE FOLLOW**

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

**VILLAGE OF OAK PARK**

**OAK PARK TOWNSHIP**

\_\_\_\_\_  
By: Kevin J. Jackson  
Its: Village Manager

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2026

Date: \_\_\_\_\_, 2026

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Christina M. Waters  
Its: Village Clerk

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2026

Date: \_\_\_\_\_, 2026