

**INTERGOVERNMENTAL LICENSE AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND OAK PARK ELEMENTARY SCHOOL DISTRICT 97
FOR RESIDENT PERMIT PARKING AT THE GWENDOLYN BROOKS MIDDLE SCHOOL PARKING
LOT AND SCHOOL DISTRICT STAFF PERMIT PARKING ON RANDOLPH STREET**

THIS INTERGOVERNMENTAL LICENSE AGREEMENT ("Agreement") is entered into on the 1st day of July 2018 ("Effective Date") by and between the Village of Oak Park, 123 Madison St, Oak Park, Illinois, an Illinois home rule municipality ("Village"), located in the County of Cook, State of Illinois, and Oak Park Elementary School District Number 97, an Illinois School District, pursuant to 105 ILCS 5/1-1 et seq., located in the County of Cook, State of Illinois ("School District").

RECITALS

WHEREAS, the School District is the owner of Gwendolyn Brooks Middle School, 325 South Kenilworth Avenue, Oak Park, Illinois 60302 ("Middle School"); and

WHEREAS, the Village currently uses the thirty-nine (39) space parking facility located at the Middle School ("Parking Facility") shown on the Map attached hereto and incorporated herein by reference as Exhibit A, as Lot #85 for resident parking purposes; and

WHEREAS, the Village and the School District agree that Village residents and School District employees are in need additional permit parking within the Village; and

WHEREAS, the Village is willing and able to continue to manage, regulate, and enforce resident permit parking at the Parking Facility pursuant to this Agreement; and

WHEREAS, the Village and the School District desire to enter into this Agreement to jointly serve the needs of the local community and in a manner consistent with their history of intergovernmental cooperation.

NOW THEREFORE, in consideration of the covenants and agreements stated herein, the Village and the School District agree as follows:

Section 1: Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement as if stated herein.

Section 2: Term of Agreement. This Agreement is for a five (5) year term commencing on the Effective date and ending on June 30, 2023 ("Agreement Term"). This Agreement shall renew for a subsequent five (5) year term unless it is terminated by either party pursuant to Section 10 below ("Extended Term").

Section 3: School District Grant of License to Village for Parking Facility. The School District grants the Village a license to use the parking facility the limited purpose of

providing up to fifteen (15) quarterly permit parking to residents for use at the Parking Facility subject to all of the following provisions:

- A. Signs. The Village will provide appropriate signs stating the limited hours for resident permit parking and identifying the spaces for which permits are issued.
- B. Permits and Fees. The Village will establish the parking permit fee and will collect and keep all revenue generated by parking permit fees.
- C. Parking Requirements. The Village will issue resident parking permits for the Parking Facility subject to the following requirements:
 - 1. Vehicle Weight. The Village will restrict parking permit to only motorcycles, passenger cars and other motor vehicles with a gross weight at maximum load not exceeding 8,000 pounds.
 - 2. Single Space Only; No Protrusions. Vehicles must occupy no more than a single parking space. The Village will revoke a parking permit issued to any vehicle which does not fit into a single parking space.
 - 3. Operable Condition/Prohibition of Repairs. Vehicles must be in operable condition and in good repair while parked at the Parking Facility. No vehicle may be repaired, serviced, or covered while a vehicle is parked at the Parking Facility.
 - 4. Short-Term Parking Only. The Village will prohibit long-term storage of vehicles at the Parking Facility. The Parking Facility will be used exclusively for short-term parking of vehicles. The Village will not permit any vehicle to park at the Parking Facility for more than ten (10) consecutive days without being moved out of the Parking Facility.
 - 5. Citations for Violations. Any violation of the above requirements shall subject a parking permit to revocation.
- E. Village Reservation of right to Use Parking Facility. The Village reserves the right to use the Parking Facility without charge between the hours of 6:00 p.m. and 7:00 a.m. Monday through Friday and all day on Saturdays and Sundays for permit parking.
- F. No Charge. The School District will not charge the Village for use of the Parking Facility pursuant to this Agreement.

- G. Restoration. At the end of the Agreement Term or the Extended Term, or whenever the Village discontinues the use of the Parking Facility, the Village will remove all signs and repair any damage to the Parking Facility, normal wear and tear excepted.

Section 4: Issuance of Parking Permits to the School District for the Parking Facility.

The Village shall issue to the School District thirty-nine (39) individual day parking permits for parking spaces at the Parking Facility for use by School District employees at no charge to the School District subject to the following requirements:

- A. Signs. The Village will provide appropriate signs stating the limited hours for School District employee permit parking at the Parking Facility.
- B. Parking Requirements. The requirements set forth in Section 3(c) above shall be applicable to the permits issued for School District employees for the Parking Facility.
- C. Permit Parking Limited during School Faculty Attendance Days. School District employee parking permits will be valid at the Parking Facility only between the hours of 5:00 a.m. to 6:00 p.m. on School Attendance Days. “*School Attendance Days*” are defined as Monday through Friday when school is in session (generally from approximately August 15 until approximately June 15) except recognized days stated on the School District calendar when school is closed and faculty attendance is not required.

Section 5: Issuance of On-Street Parking Permits to the School District.

The Village shall issue to the School District sixty-one (61) on-street permits at no charge for parking spaces for use by School District employees in the area set forth in Exhibit A and Exhibit B of this Agreement, attached hereto and incorporated herein by reference, subject to the following:

- A. Signs. The Village will provide appropriate signs stating the limited hours for School District employee permit parking under this Section 6.
- B. Parking Requirements. The requirements set forth in Section 3(c) above shall be applicable to the permits issued for School District employees pursuant to this Section 5.
- C. Permit Parking Limited during School Faculty Attendance Days. School District employee parking permits will be valid at the Parking Facility only between the hours of 5:00 a.m. to 6:00 p.m. on School Attendance Days. “*School Attendance Days*” are defined as Monday through Friday when school is in session (generally from approximately August 15 until approximately June 15) except recognized

days stated on the School District calendar when school is closed and faculty attendance is not required.

Section 6: Lot Maintenance. The Village will maintain the Parking Facility in a clean and orderly condition and will provide for the snow removal at the Parking Facility.

Section 7: Utilities. The School District shall pay for electricity usage at the Parking Facility and shall be responsible for the maintenance of any and all lighting at the Parking Facility. The Village and School District each make no representations to the other regarding the adequacy and sufficiency of existing lighting at the Parking Facility or the area set forth in Exhibit A and Exhibit B of this Agreement.

Section 8: Indemnification.

A. Indemnification by the School District. The School District shall hold harmless, defend and indemnify the Village and the Village's officials, officers, employees, volunteers, and agents against and from any and all claims, demands, damages cause of action, suits, or judgments or liability of any kind, including attorney's fees, cost and expenses, which result or are alleged to result from claims of injury to person or damage to property arising out of any act or omission of the School District or the School District's officials, officers, employees, volunteers, and agents under this Agreement, including for any condition at the Parking Facility property. The Village agrees that, if such a claim is asserted or any such action is brought, then the Village will give notice to the School District by telephone immediately when the claim or action is received by, or action is received by, or first known to, the Village and will give written notice to the School District within five business days after the claim or action is received. The Village agrees to cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action shall be performed and concluded by the School District. The delivery of written notification will include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits of a claim is filed.

B. Indemnification by the Village. The Village shall hold harmless, defend and indemnify the School District and the School District's officials, officers, employees, volunteers, and agents against and from any and all claims, demands, damages cause of action, suits, or judgments or liability of any kind, including attorney's fees, cost and expenses, which result or are alleged to result from claims of injury to person or damage to property arising out of any act or omission of the Village or the Village's officials, officers, employees, volunteers, and agents under this Agreement, including for any condition at the on-street property shown on Exhibit A and Exhibit B. The School District agrees that, if such a claim is asserted or any such action is brought, then the School District will give notice to the Village by telephone immediately when the claim or action is received by, or action is received by, or first known to, the School District and will give written notice to the Village within five business days after the claim or action is received. The School District agrees to cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action shall be performed and concluded by the Village. The delivery of written notification will

include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits of a claim is filed.

C. No Waivers of Defenses, Immunity, Rights. By agreeing to indemnify the other, neither the School District nor the Village waives their respective right to assert any defenses or immunities available to them under the Illinois Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, or any other law. In addition, neither does the School District nor the Village waive their respective rights to limit their liability for injuries to their employees to that provided for in the Illinois Workers' Compensation Act, 820 ILCS 305/1 *et seq.*

Section 9: Termination. Either party may terminate this Agreement without cause by providing the other party with written notice at least 90 days prior to the date of termination.

Section 10: No Assignment or Rights in Successors; No Third-Party Rights. Neither the Village nor the School District will assign any of its rights or benefits under this Agreement to any other entity or person. The rights and benefits under this Agreement are exclusive to the Village and the School District and do not inure to any successors of the Village or the School District. This Agreement does not confer any rights on any third party.

Section 11: 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, by personal service, or by facsimile or electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this section:

Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Facsimile: (708) 358-5101
Email: villagemanager@oak-park.us

School District:

Superintendent
Oak Park School District No. 97
970 Madison Street
Oak Park, Illinois 60302
Facsimile: (708) 524-3019
Email: ckelley@op97.org

Mailing of such notice as and when provided above shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices. Notice by facsimile or electronic transmission shall be effective as of date and time of facsimile or electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile or electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

Section 12: Amendment or Modification. Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed here, and that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of this Agreement.

Section 13: Binding Authority. The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

Section 14: Entire Agreement. This document contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this document shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all parties to this Agreement. No right or interest in this Agreement shall be assigned, in whole or in part, by either party without the prior written consent of the other party.

Section 15: Governing Law and Venue. The laws of the State of Illinois shall apply to the interpretation of this Agreement. Venue for any action taken by either the Village or the School District, whether in law or in equity, to enforce the terms of this Agreement shall be in the Circuit Court of Cook County, Illinois.

Section 16: Severability. If any of the provisions of this Agreement shall be deemed illegal, invalid, unconstitutional or unenforceable by any court of law having competent jurisdiction, such decisions shall not invalidate or negate the other remaining provisions of this Agreement.

Section 17: Section Headings. The section headings provided in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

Section 18: Waiver. No waiver of any breach of any one or more of the conditions or covenants of this Agreement by the Village or by the School District shall be deemed to imply or constitute a waiver of any succeeding or other breach under this Agreement. All of the remedies conferred on either the Village or the School District in this Agreement and by law shall be deemed cumulative and not exclusive of the other.

Section 19: Counterparts; Facsimile or PDF Signatures. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. 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 FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

OAK PARK ELEMENTARY SCHOOL DISTRICT NUMBER 97

By:

Its:

Date: _____, 2018

ATTEST:

By:

Its:

Date: _____, 2018

VILLAGE OF OAK PARK

By: Cara Pavlicek

Its: Village Manager

Date: _____, 2018

ATTEST:

By: Vicki Scaman

Its: Village Clerk

Date: _____, 2018