

**SECOND AMENDMENT TO THE INTERGOVERNMENTAL
LEASE AGREEMENT DATED JANUARY 22, 2015, BY AND
BETWEEN THE BOARD OF EDUCATION OF OAK PARK ELEMENTARY SCHOOL
DISTRICT NO. 97 AND THE VILLAGE OF OAK PARK**

THIS SECOND AMENDMENT ("Second Amendment") is entered effective as of the 1st day of April, 2018, by and between the Board of Education of Oak Park Elementary School District No. 97, Cook County (the "District"), and the Village of Oak Park (the "Village") (collectively referred to as the "Parties").

WHEREAS, the District and the Village entered into an Intergovernmental Lease Agreement, dated January 22, 2015 ("Lease"), for the District to lease a portion of the Village's Public Works Center, which is located at 201 South Boulevard, Oak Park, Illinois ("Public Works Center"), and for the District to use its best efforts to sell its real property located at 541 Madison, Oak Park, Illinois ("541 Madison"), pursuant to terms satisfactory to the District; and

WHEREAS, the District has been using its best efforts to sell 541 Madison, but has not yet been able to sell the property pursuant to terms satisfactory to the District; and

WHEREAS, pursuant to Paragraph 3.1 of the Lease, the District must "relocate its maintenance operations currently located at [541 Madison] to [the Public Works Center] upon the closing of the sale of [541 Madison] or by December 31, 2017, whichever comes first;" and

WHEREAS, the Parties are currently engaged in discussions to revise the substantive terms of the Lease or enter into an alternative agreement that will allow the Village and the District to reevaluate the best way to work together in connection with 541 Madison; and

WHEREAS, the Parties entered into an Amendment dated December 31, 2017 ("Amendment") to extend the deadline for the District to relocate its maintenance operations to the Public Works Center from December 31, 2017 to March 31, 2018; and

WHEREAS, to allow the Parties time to continue to discuss the substantive terms of the Lease or an alternative agreement, the Parties desire to extend the deadline for the District to relocate its maintenance operations to the Public Works Center, from March 31, 2018 to June 29, 2018, with an option to extend the deadline for an additional ninety (90) days thereafter; and

WHEREAS, pursuant to Paragraph 13.1 of the Lease, the Lease may only be amended by written agreement of the Parties, and the Parties desire to amend the terms of the Lease and the Amendment in accordance with this Second Amendment.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Second Amendment and other good and valuable consideration, the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into and made a part hereof as if fully stated herein.

2. **Relocation of District's Maintenance Operations.** Paragraph 3.1 of the Lease, as amended by the Amendment, is deleted in its entirety and the following is inserted in lieu thereof:

The District shall relocate its maintenance operations currently located at the District Facility to the Premises upon the closing of the sale of the District Facility or by June 29, 2018, whichever comes first ("Commencement Date"). The Commencement Date may be further extended by an additional ninety (90) days by mutual agreement of the Parties (which shall not be unreasonably withheld), and said extension may be approved by the Parties' governing boards without the need for a further written document. The District shall be authorized pursuant to this Lease to conduct any and all of its maintenance operations at the Premises.

3. **Remaining Terms.** All of the terms of the Lease and the Amendment that have not been amended herein shall remain in full force and effect.
4. **Representation of Authority.** Each of the persons executing this Second Amendment represents and warrants to the other that he/she has the proper authority and power to execute this Amendment on behalf of his/her respective entity and to bind such entity to the terms and conditions hereof.
5. **Counterparts and Facsimile or PDF Signatures.** This Second Amendment may be executed in counterparts each of which shall be an original and shall constitute but one and the same instrument. Facsimile or pdf signatures shall be considered as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment on the date set forth above.

DISTRICT:

BOARD OF EDUCATION OF
OAK PARK ELEMENTARY
SCHOOL DISTRICT NO. 97,
COOK COUNTY, ILLINOIS

By: _____

Name: Holly Spuriock

Its: Board President

ATTEST:

By: _____

Name: Sheryl Mariner

Its: Board Secretary

VILLAGE:

VILLAGE OF OAK PARK

By: _____

Name: Cara Pavlicek

Its: Village Manager

ATTEST:

By: _____

Name: Vicki Scaman

Its: Village Clerk

REVIEWED AND APPROVED
ASTO FORM

MAY 07 2018
LAW DEPARTMENT