

**INTERGOVERNMENTAL LICENSE AGREEMENT BETWEEN
THE VILLAGE OF OAK AND THE PARK DISTRICT OF OAK PARK
FOR INTERGOVERNMENTAL USE OF MILLS PARK**

THIS INTERGOVERNMENTAL LICENSE AGREEMENT ("Agreement") is made as of the _____ day of _____ 2016 ("Effective Date" as defined herein) by and between the Village of Oak Park, an Illinois home rule municipal corporation, ("Village") and the Park District of Oak Park, an Illinois municipal corporation organized and existing pursuant to the Illinois Park District Code, 70 ILCS 1205/1-1 *et seq.* ("Park District"). The Village and the Park District are sometimes hereinafter jointly referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, intergovernmental cooperation is further authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* ("the Act"); and

WHEREAS, the Village and the Park District (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 wishes to install, maintain and operate its annual Sculpture Walk on Park District property located at Mills Park, a public park located at the corner of Pleasant Street and Home Avenue in the Village (hereinafter referred to as "Property"); and

WHEREAS, the Park District shall determine the exact locations of the sculptures to be installed on its Property.

NOW, THEREFORE, pursuant to the authority set forth above and any and all other applicable laws, and in consideration of the mutual covenants and obligations contained herein, it is agreed between the Village and the Park District as follows:

SECTION 1. RECITALS INCORPORATED.

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

SECTION 2. TEMPORARY LICENSE FOR SCULPTURES.

2.1. The Park District shall permit the Village and any applicable contractor of the Village to install up to twelve (12) sculptures at the Property locations to be determined by the Park District. The sculptures shall be installed June 1 – 3, 2016 and shall be caused to be removed

by the Village on or before September 9, 2016. This Agreement shall terminate at 11:59 p.m. on September 10, 2016.

2.2. The Village shall provide and install signs regarding the Sculpture Walk at locations to be determined by the Park District.

2.3. The Park District shall not charge the Village for use of the Property.

SECTION 3. INSTALLATION AND MAINTENANCE OF SCULPTURE.

3.1. The Village shall be responsible for all costs associated with the installation, maintenance and renewal of the sculptures to be installed on the Property.

3.2. The Park District shall not be responsible to provide any security or other services to prevent graffiti or vandalism to the sculptures or damage to the sculptures due to weather conditions.

SECTION 4. RESTORATION.

4.1. The Village shall remove all signs and repair all damage to the Property, normal wear and tear excepted, to the same or better condition prior to the installation of the sculptures.

SECTION 5. HOLD HARMLESS.

5.1. The Village shall indemnify, hold harmless and defend the Park District from any and all claims, causes of actions, damages, lawsuits, reasonable attorney fees, and/or administrative proceedings now or hereafter existing and resulting from the Village's use of the Park District's property pursuant to this Agreement except for the negligent or intentional acts or omissions of the Park District.

SECTION 6. BINDING AUTHORITY.

6.1. 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 7. ENTIRE AGREEMENT.

7.1. 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 8. NO ASSIGNMENT OR RIGHTS IN SUCCESSORS; NO THIRD-PARTY RIGHTS.

8.1. Neither the Village nor the Park 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 Park District and do not inure to any successors of the Village or the Park District. This Agreement does not confer any rights on any third party.

SECTION 9. NOTICES.

9.1. 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 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 subsection:

If to the Village:	Village Manager Village of Oak Park 123 Madison Street Oak Park, Illinois 60302 Email: villagemanager@oak-park.us
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If to the Park District:	Executive Director Park District of Oak Park 218 Madison Street Oak Park, Illinois 60302 Email: jan.arnold@pdop.org
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9.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

9.3. Notice by 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 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 10. GOVERNING LAW AND VENUE.

10.1. The laws of the State of Illinois shall apply to the interpretation of this Lease.

10.2. Venue for any action taken by either the Village or the Park 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 11. SEVERABILITY.

11.1. If any of the provisions of this Lease 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 Lease.

SECTION 12. SECTION HEADINGS.

12.1. The section headings provided in this Lease are for convenience only and shall not be deemed a part of this Lease.

SECTION 13. WAIVER.

13.1. No waiver of any breach of any one or more of the conditions or covenants of this Lease by the Village or by the Park District shall be deemed to imply or constitute a waiver of any succeeding or other breach under this Lease. All of the remedies conferred on either the Village or the Park District in this lease and by law shall be deemed cumulative and not exclusive of the other.

SECTION 14. AMENDMENT OR MODIFICATION.

14.1 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 Lease shall be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of this Lease.

SECTION 15. EFFECTIVE DATE.

15.1. The effective date of this Agreement as reflected above shall be the last date of its execution by either the Village or the Park District.

SECTION 16. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

16.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

VILLAGE OF OAK PARK

By: Cara Pavlicek
Its: Village Manager

Date: _____, 2016

ATTEST

By: Teresa Powell
Its: Village Clerk

Date: _____, 2016

PARK DISTRICT OF OAK PARK

By: Jan Arnold
Its: Executive Director

Date: _____, 2016

ATTEST

By: Sandy Lentz
Its: Secretary

Date: _____, 2016