

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF OAK PARK AND THE OAK PARK PUBLIC LIBRARY**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “Agreement”) is hereby made and entered into as of the ____ day of August, 2023 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 PUBLIC LIBRARY, Cook County, Illinois, a public library pursuant to the Illinois Public Library Act, 75 ILCS 5/1-0.1 *et seq.* and body politic and corporate of the State of Illinois (hereinafter referred to as the “Library”).

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 Library 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 Library (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 Library employees to utilize public parking available in the Avenue Parking Garage during employees’ work hours to make available additional parking for Library patrons in the Main Library Parking Structure located at 834 Lake Street, Oak Park, Illinois; and

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

2.1. Effective within ten (10) days of both Parties’ execution of this Agreement, the Village shall provide the Library 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 Library employees during their working hours. The Library shall eliminate an equivalent number

of spaces for parking by its employees at the Main Library Parking Structure located at 834 Lake Street, Oak Park, Illinois.

2.2. Parking fees shall be paid by the Library 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)
2023	25	\$82.91	\$2,072.75
2024	25	\$87.06	\$2,176.50
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. Library 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 Library pursuant to the provisions of Section 6 below. The Library 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 Library 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

If to the Library:

Executive Director
Oak Park Public Library
834 Lake Street
Oak Park, Illinois 60301
Email: jdixon@oppl.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 Library 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 FOLLOWS]**

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

VILLAGE OF OAK PARK

OAK PARK PUBLIC LIBRARY

By: Kevin J. Jackson
Its: Village Manager

Date: _____, 2023

ATTEST

By: Joslyn Bowling Dixon
Its: Executive Director

Date: _____, 2023

ATTEST

By: Christina M. Waters
Its: Village Clerk

Date: _____, 2023

By: Billy Treece
Its: Finance/ HR Director

Date: _____, 2023