

## INTERGOVERNMENTAL AGREEMENT FOR VEHICLE AND EQUIPMENT SHARING

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter referred to as “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between the Village of Oak Park, Cook County, Illinois, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”) and the Park District of Oak Park, Cook County, Illinois, a park district pursuant to the Illinois Park District Code, 70 ILCS 1205/1-1 *et seq.*, and body politic and corporate of the State of Illinois (hereinafter referred to as “Park District”).

### RECITALS

**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**, each of the Parties owns various vehicles and pieces of equipment (“**Equipment**”), which, when not being used by the Owner of such Equipment (“**Owner**”), may from time to time be borrowed and used by the other party to this Agreement (“**Borrowing Party**”) upon the terms hereafter set forth; and

**WHEREAS**, it has been determined by the corporate authorities of the Parties that this Agreement would be beneficial to the public health, welfare and safety for the Village and Park District to contract for the sharing of the Equipment under the terms and conditions set forth herein.

**NOW, THEREFORE**, it is agreed by and between the Parties, in consideration of the public health, welfare and safety, and the mutual covenants contained herein, as follows:

1. **RECITALS.** The above recitals are substantive and are incorporated herein by reference.

2. **SHARING OF EQUIPMENT.**

A. Loaned Equipment. During the term of this Agreement, the Borrowing Party may borrow from any other party ("**Lending Party**") such items of Equipment as are needed by a Borrowing Party and not then being used or otherwise committed by a Lending Party. A Borrowing Party must notify and obtain approval from a Lending Party prior to taking possession of such Equipment. Such notice and approval must be made in writing and include the proposed duration of the Equipment loan. Each party shall designate an employee responsible for (1) giving and receiving notice and (2) granting or denying approval for the lending of the Equipment.

B. Unavailable Vehicles and Equipment: At any time during the term of this Agreement, the Parties may provide a list of vehicles and equipment owned by that Party that are not available to be loaned and are expressly not subject to this Agreement. Equipment does not need to be included on this list in order for the Owner to deny a Borrowing Party access to the Equipment and nothing contained in this Agreement requires a Lending Party to provide any piece of Equipment to a Borrowing Party. Any request for Equipment may be denied for any reason.

C. No Charge. Equipment provided pursuant to this Agreement shall be provided at no charge to a Borrowing Party, unless other mutually acceptable arrangements have been agreed upon in writing between the Parties.

D. Return of Equipment. Borrowing Party agrees to return all Equipment on the date agreed upon by the Parties. Notwithstanding the foregoing, Borrowing Party agrees to immediately return any Equipment upon request of the Lending Party. Borrowing Party agrees that it has no holdover rights in any Equipment.

**3. CARE AND CONDITION OF EQUIPMENT.**

A. A Borrowing Party shall return all Equipment promptly after use and in the same condition as when it was borrowed, except for ordinary wear and tear. A Borrowing Party agrees to pay for any damage to, or repairs necessary for, the Equipment that occurs while Borrowing Party is in possession or control of the Equipment, including all damage caused by Borrowing Party's employees, agents, contractors or volunteers. A Borrowing Party shall pay for all damage to Equipment within 30 days upon receiving notice from the Lending Party. A Borrowing Party may not make any modifications or repairs to Equipment without the prior written approval of a Lending Party.

B. Each Party acknowledges and agrees that it is a Borrowing Party's responsibility to inspect all Equipment before borrowing it, and in accepting receipt of the Equipment, a Borrowing Party thereby acknowledges that the Equipment is in good repair, working condition, and fully operational, and that there are no defects to the Equipment. A Borrowing Party assumes all risks of damages to property or injuries, including, without limitation, any illnesses, serious bodily injury, or death caused by Borrowing Party's use of Equipment.

C. All Equipment is provided "AS-IS, Where-IS" and no Lending Party represents, guarantees, or in any way consents to be held responsible for the condition of the Equipment.

D. Neither Party makes any representations as to the suitability of its Equipment for any intended purpose.

4. **OPERATION OF EQUIPMENT.** Each Party represents that only capable, experienced and qualified personnel will operate and use the Equipment. Borrowing Party represents and warrants that whomever uses the Equipment, including but not limited to Borrowing Party's employees: (i) shall use and operate the Equipment with due care; (ii) are properly trained and in possession of any required licenses to operate the Equipment; (iii) has read any applicable instruction manuals and safety instructions; (iv) and is aware of any and all safety equipment and procedures that should be worn or used for safe use of the Equipment.

5. **COMPLIANCE WITH LAWS.** Borrowing Party and Borrowing Party's employees, shall use the Equipment strictly in accordance with all federal, state, and local laws, rules, regulations, and policies. Borrowing Party acknowledges and agrees that it is responsible for ensuring that its employees, agents, contractors and volunteers abide by the terms of this Agreement.

6. **NO OPERATION BY CONTRACTORS.** Notwithstanding anything to the contrary contained in this Agreement, Borrowing Party shall not permit any contractor to operate or use the Equipment.

7. **INDEMNIFICATION AND WAIVER OF CLAIMS AGAINST LENDING PARTIES.**

A. Indemnification. With respect to the borrowing of Equipment as provided in this Agreement, a Borrowing Party agrees to indemnify, release and hold the Lending Party harmless from any and all liability, causes of action, suits, damages or demands of whatsoever nature arising

out of the conduct of the Borrowing Party or its employees operating within the scope of their employment while they are using Equipment owned by the other Party. A Borrowing Party further agrees to reimburse the Lending Party, its officers, agents, employees and servants for any and all attorney's fees and court costs incurred by any of such parties in defending any claim, cause of action, suit or demand for which indemnification has been agreed. The costs and expenses, including attorney's fees and court costs incurred in defending any claim, cause of action, suit or demand, for which indemnification has been agreed, will be solely and exclusively charged to the Borrowing Party's insurance coverage. Should such claim, cause of action, suit or demand fall outside the scope of the coverage, any and all costs and expenses related to such claim, cause of action, suit or demand shall be the sole and exclusive responsibility of the Borrowing Party. This indemnification provision does not apply to claims made by or against any Party under the Illinois Worker's Compensation or the Occupational Disease Act. 820 ILCS 305 *et seq* and 820 ILCS 310 *et seq*.

B. Insurance. Each party agrees to maintain its own motor vehicle insurance, or policy of self-insurance with commercially reasonable limits for the Equipment being used. Each Party shall provide an updated proof of automobile insurance or policy of self-insurance to the other Party by April 1 of each calendar year. Each Party shall have the other Party named as an additional insured on its automobile policy. The indemnification provisions of Paragraph 7(A) shall be operative even in the event of a denial of coverage by a Party's insurer in the event the use of the Equipment by a Borrowing Party results in an exception to coverage by either Party's insurer.

C. Release. Any party borrowing Equipment, as provided for under this Agreement, hereby waives, releases, and discharges its rights of recovery against such Lending

Party, by subrogation or otherwise, for any loss and damage arising out of the operation or use of such Equipment.

8. **AMENDMENTS AND MODIFICATIONS.** This Agreement may be modified or amended from time to time by the authorized representatives of the Village and the authorized representatives of the Park District, provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Park District.

9. **SUCCESSORS AND ASSIGNS.** This Agreement shall not be assigned to the successor of either Party without the expressed written consent of the other party.

10. **SAVINGS CLAUSE.** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of it requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

11. **CAPTIONS AND SECTION HEADINGS.** Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

12. **NON-WAIVER OF RIGHTS.** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13. **TERM.** This Agreement shall be effective for a period of five (5) years from its effective date defined herein. The Term will automatically renew for a an additional period of five (5) years unless otherwise terminated pursuant to Paragraph 14.

14. **TERMINATION.** This Agreement may be terminated at any time by either party upon receipt of 30 days written notice of the effective date of said termination from the terminating party pursuant to Section 15 below.

15. **NOTICES, INVOICES AND COMMUNICATIONS.** All notices, invoices or other communications under or in respect to this Agreement shall be in writing and sent by United States mail, personal service, facsimile or email to the persons and addresses indicated below, or said persons designees who shall be designated in writing pursuant to this Section, or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

**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)

With a copy to:  
Superintendent of Fleet Services  
Village of Oak Park  
201 South Blvd  
Oak Park, Illinois 60302  
Email: [kcrowley@oak-park.us](mailto:kcrowley@oak-park.us)

**TO THE PARK DISTRICT:**

Executive Director  
Park District of Oak Park  
218 Madison Street  
Oak Park, Illinois 60302  
Email: [jan.arnold@pdop.org](mailto:jan.arnold@pdop.org)

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. Notice by email shall be effective as of date and time of email 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 email 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.

16. **ENTIRE AGREEMENT.** This Agreement sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

17. **GOVERNING LAW AND VENUE.** The laws of the State of Illinois shall apply to the interpretation of this Agreement. Venue for any action taken, whether in law or in equity, to enforce the terms of this Agreement shall be in the Circuit Court of the Cook County, Illinois.

18. **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 Party to the terms and conditions of this Agreement.

19. **EFFECTIVE DATE.** The effective date of this Agreement as reflected above shall be the last date that it is executed by one of the Parties as reflected below.

20. **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.

[SIGNATURE PAGE TO FOLLOW]

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

**VILLAGE OF OAK PARK**

**PARK DISTRICT OF OAK PARK**

\_\_\_\_\_  
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