

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF OAK PARK AND THE PARK DISTRICT OF OAK PARK

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "Agreement") is hereby made and entered into as of the ____ day of April, 2026 by and between the VILLAGE OF OAK PARK, Cook County, an Illinois home rule municipal corporation (hereinafter referred to as the "Village") and the PARK DISTRICT OF OAK PARK, Cook County, Illinois, a unit of local government organized and existing pursuant to the Illinois Park District Code, 70 ILCS 1205/1-1 et seq. (hereinafter referred to as the "Park District").

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 Park District 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 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 manages certain public parking facilities, including the Oak Park and River Forest High School Garage located at 137 N. Scoville Avenue (Lot 19) and Village Lot 61 located at 36 North Blvd. (collectively, the "Village Parking Facilities"); and

WHEREAS, the Park District owns and operates the Rehm Pool Parking Lot located at 515 Garfield Street (Lot 53); and

WHEREAS, the Parties desire to enter into this Agreement to provide shared parking opportunities for Park District employees and Village residents in a manner that promotes efficient use of public parking resources and intergovernmental cooperation.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth herein, the Parties agree as follows:

SECTION 1. **RECITALS INCORPORATED.**

1.1. The above recitals are substantive and are incorporated herein by reference.

SECTION 2. **REHM POOL PARKING LOT (LOT 53).**

2.1. **License.** The Park District grants the Village the right to manage and operate permit parking within a designated portion of the Rehm Pool Parking Lot.

2.2. **Signage.** The Village shall install and maintain signage necessary to designate permit parking areas.

2.3. **Permits and Fees.** The Village shall establish permit fees and retain all associated revenue.

2.4. **Permit Allocation.** The Village may issue up to twenty-two (22) permits.

2.5. **Parking Regulations.** All vehicles must comply with Village ordinances, including vehicle weight requirements as established by current Village of Oak Park ordinances, as amended from time to time. Vehicles must occupy a single marked space, be operable, properly registered, and not remain parked for more than ten (10) consecutive days without movement. No vehicle may be repaired, serviced, or covered while that vehicle is parked in the lot.

2.6. **Enforcement.** The Village shall have the authority to enforce parking regulations, issue citations, and revoke permits.

2.7. **Location of Permit Spaces.** Permit parking at the Rehm Pool Parking Lot shall be designated only along the northeast section of the lot.

2.8. **Rehm Pool Season.** Rehm Pool season is defined as commencing on the Saturday of Memorial Day weekend and ending on Labor Day Monday. During the Rehm Pool season, the Village may issue up to twenty-two (22) permits; however, permit parking shall be limited to the hours of 9:00 p.m. to 8:00 a.m. the following day. The provisions of this subsection are subject to the Park District's right to exclusive use of the lot for special events as set forth in Subsection 2.10 of this Section.

2.9. **Rehm Pool Off-Season.** At all times other than the Rehm Pool season, the

Village may issue up to twenty-two (22) permits. Permit holders may use the lot twenty-four (24) hours per day, seven (7) days per week. The provisions of this subsection are subject to the Park District's right to exclusive use of the lot for special events as set forth in Subsection 2.10 of this Section.

2.10. **Park District Exclusive Use for Special Events.** The Park District shall have the right to exclusive use of the Rehm Pool Parking Lot for special events up to three (3) times each calendar year. A single special event may be conducted over a four-day, three-night period from Friday through Monday. No permit parking shall be allowed during the days or nights that the Park District is conducting a special event. The Park District shall provide not less than thirty (30) days advance notice to the Village of any such special event. The Village shall be responsible for notifying permit holders of such special event.

2.11. **No Charge.** The Park District shall not charge the Village for use of the Rehm Pool Parking Lot as authorized by this Agreement.

2.12. **Park District Use of Extra Spaces.** Park District staff and patrons may use all parking space capacity in the Rehm Pool Parking Lot that has not been reserved by parking permits issued by the Village under this Section.

2.13. **Restoration.** At the end of the Agreement Term, or upon earlier termination of this Agreement, or whenever the Village discontinues the use of the Rehm Pool Parking Lot for permit parking, the Village shall remove all signage installed by the Village and repair any damage caused by such use, normal wear and tear excepted.

2.14. **Lot Maintenance.** The Park District will maintain the Rehm Pool Parking Lot in a clean and orderly condition and will provide snow removal for that lot. The Village will provide snow removal for the sidewalks surrounding the Rehm Pool Parking Lot.

2.15. **Utilities.** The Park District will pay all annual utility costs for the Rehm Pool Parking Lot. The Village and the Park District each make no representation regarding the adequacy or sufficiency of existing lighting at the Rehm Pool Parking Lot.

SECTION 3. **OPRFHS GARAGE (LOT 19).**

3.1. **License.** The Village grants the Park District a license to use up to twenty (20) parking permits in the OPRFHS Garage for permit parking for Park District employees only while those employees are working at Ridgeland Common.

3.2. **Signage.** The Village shall provide appropriate signage stating the limited hours for Park District employee permit parking under this Section.

3.3. **Permits; No Charge.** The Village shall issue individual parking permits to Park District employees. Up to twenty (20) permits shall be provided at no charge. The Village shall determine the form of permit to be displayed by Park District employees.

3.4. **Parking Regulations.** Use of the OPRFHS Garage shall be subject to all applicable Village parking regulations, including vehicle weight requirements governed by current Village of Oak Park ordinances, as may be amended from time to time, as set forth in Subsection 2.5 of this Agreement.

3.5. **High School Faculty Attendance Days.** On High School Faculty Attendance Days, parking permits shall be valid only between the hours of 4:00 p.m. and 12:00 a.m. High School Faculty Attendance Days are defined as Monday through Friday when Oak Park and River Forest High School is in session, generally from approximately August 15 through approximately June 15, excluding recognized days when the school is closed and faculty attendance is not required.

3.6. **All Other Days.** On days other than High School Faculty Attendance Days, parking permits may be used twenty-four (24) hours per day, seven (7) days per week.

3.7. **Alternative Location.** The Village reserves the right to assign the Park District an alternative parking location if operationally necessary.

SECTION 4. USE OF VILLAGE LOT 61.

4.1. **License.** The Village grants the Park District a license to use up to four (4) parking spaces in Village Lot 61 for permit parking for Park District employees only, subject to the provisions of this Section.

4.2. **Signage.** The Village shall provide appropriate signage stating the limited hours for Park District employee permit parking, if needed.

4.3. **Permits; No Charge.** The Village shall not impose any charge on the Park District or its employees for parking permits issued under this Section. The Village shall

determine the form of permit to be displayed by Park District employees.

4.4. **Parking Regulations.** Use of Village Lot 61 shall be subject to all applicable Village parking regulations, including vehicle weight requirements governed by current Village of Oak Park ordinances, as may be amended from time to time, as set forth in Subsection 2.5 of this Agreement.

4.5. **Parking Hours.** The four (4) parking permits may be used between the hours of 3:00 p.m. and 10:00 p.m. each day, seven (7) days per week, subject to the availability of permit parking spaces.

SECTION 5. **ADAMS STREET ON-STREET PARKING.**

5.1. Employees of the Park District who work at 218 Madison Street may park in the same manner as the general public on the north side of Adams Street between Humphrey Avenue and Ridgeland Avenue, between the hours of 6:00 a.m. and 2:30 a.m., subject to the availability of legal parking spaces.

5.2. The Village shall not impose any charge on the Park District or its employees for such parking.

5.3. The Village acknowledges that the availability of parking on Adams Street is important to the Park District as a result of the loss of off-street parking spaces in the area associated with the Madison-Highland redevelopment.

SECTION 6. **AMENDMENTS AND MODIFICATIONS.**

6.1 **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.

SECTION 7. **NOTICES.**

7.1 **Service of Notices upon the Parties.** 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 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

TO THE PARK DISTRICT:

Executive Director
Park District of Oak Park
218 Madison Street
Oak Park, Illinois 60302
Email: 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.

SECTION 8. GOVERNING LAW AND VENUE.

8.1 **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.

SECTION 9. BINDING AUTHORITY.

9.1 **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.

SECTION 10. EFFECTIVE DATE.

10.1 The effective date of this Agreement shall be the last date that is executed by one of the Parties as reflected below.

SECTION 11. TERM OF AGREEMENT.

11.1. The term of this Agreement will begin on the effective date as defined herein and end on December 31, 2027.

SECTION 12. COUNTERPARTS; FACSIMILE OR PDF/EMAIL SIGNATURES.

12.1 **Counterparts; Facsimile or Pdf/Email 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.

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