

**NALOXONE BOX INTERGOVERNMENTAL AGREEMENT BETWEEN
THE PARK DISTRICT OF OAK PARK AND THE VILLAGE OF OAK PARK**

THIS NALOXONE BOX INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “Agreement”) is made as of _____ 2023 (hereinafter referred to as the “Effective Date”) by the Park District of Oak Park, an Illinois municipal corporation (hereinafter referred to as the “Park District”) and the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”).

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, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (hereinafter referred to as the “Act”) also authorizes intergovernmental cooperation and agreements; and

WHEREAS, the Village and the Park District are public agencies as that term is defined by the Act; and

WHEREAS, the Village wishes a Naloxone box (hereinafter referred to as the “Box”) to be installed on Park District property within Maple Park, 1105 South Maple Avenue, in the Village (hereinafter referred to as the “Property”); and

NOW, THEREFORE, in consideration of the terms of this Agreement, the Park District and the Village agree as follows:

Section 1. Recitals Incorporated. The foregoing recitals are incorporated into this Agreement by this reference as findings of the Park District and the Village.

Section 2. Box Procurement. The Village shall purchase and install the Box at no charge to the Park District on the wall of the bathroom facility at the Property. The Village shall perform any and all necessary modifications to the Box prior to the box being installed.

Section 3. Box Installation. The Park District shall allow the Village to enter onto the Property at a mutually convenient time in order for the Village install the Box. Upon the Box’s installation, the Village will continue to maintain ownership and control of the Box.

Section 4. Box Maintenance. The Village shall solely be responsible for any and all maintenance of the Box upon its installation by the Village. This includes being responsible for routinely checking and refilling the contents of the Box on a regular basis and replacing, at its own expense, the Box if it is damaged or vandalized.

Section 5. Village Indemnification of Park District. The Village shall indemnify, hold harmless, and defend the Park District from any and any and all claims, causes of actions, damages, lawsuits, administrative proceedings, and costs and expenses including without limitation all reasonable attorney fees, that are caused by, arise from, or relate to the installation of the Box under this Agreement and the maintenance thereof, except for the negligent or willful acts or omissions of the Park District.

Section 6. Amendments. The terms of this Agreement may be amended only by a written amendment approved by the corporate authorities of the Park District and the Village.

Section 7. Entire Agreement. This Agreement is the entire agreement between the Park District and the Village related to the Box. Any oral representations related to the Box have no force or 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 9. No Assignment of Rights; No Third-Party Rights. Neither the Village nor the Park District may assign any of its rights or benefits under this Agreement to any 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 is not intended to, and does not, confer any rights on any third party.

Section 10. Notices. Any notice under this Agreement will be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by e-mail to the persons and addresses indicated below:

If to the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
E-mail: villagemanager@oak-park.us

If to the Park District:

Executive Director
Park District of Oak Park
218 Madison Street
Oak Park, Illinois 60302
E-mail: jan.arnold@pdop.org

Notice by certified mail and notice by e-mail will be deemed effective on the first business day after the notice is sent.

Section 11. Waiver. No waiver by either the Village or the Park District of any breach of this Agreement will be deemed to imply or be a waiver of any other breach at any time of this Agreement.

Section 12. Governing Law. The laws of the State of Illinois will apply to the interpretation of this Agreement.

Section 13. Binding Authority. The Village and the Park District each represent that the persons signing this Agreement have been properly authorized by the corporate authorities to do so.

Section 14. Severability. If any of the provisions of this License 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 License.

Section 15. Effective Date. 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. Headings and Titles. The headings and titles provided in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

Section 17. 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Village and the Park District 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

Kevin J. Jackson, Village Manager

Kassie Porreca, Park Board President

Date: _____, 2023

Date: _____, 2023

ATTEST

ATTEST

Christina M. Waters, Village Clerk

Chris Wollmuth, Park Board Secretary

Date: _____, 2023

Date: _____, 2023