

**AN INTERGOVERNMENTAL LICENSE AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND
THE FOREST PRESERVE DISTRICT OF COOK COUNTY**

THIS INTERGOVERNMENTAL LICENSE AGREEMENT is made and entered into this 21st day of July, 2014, between the Village of Oak Park, Cook County, Illinois, an Illinois home rule municipal corporation ("Village"), and the Forest Preserve District of Cook County, Illinois, an Illinois special district pursuant to 70 ILCS 810/0.01 *et seq.* ("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 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 District desires to use fifteen (15) parking spaces from the Village in the Village's Lot Number 18, commonly known as the Holley Court Parking Garage ("Lot 18") for the purpose of parking District motor pool passenger vehicles; and

WHEREAS, the Village desires to utilize certain real property depicted in Exhibit A ("District Property"), attached hereto and incorporated herein by reference, located at the District's Central Compound located at 2199 South 1st Ave, Maywood, Illinois 60153 ("Central Compound"); and

WHEREAS, the Parties have determined that it would be beneficial to the public health, welfare and safety for the Parties herein to enter into this License Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Village and the District agree as follows:

1.0 LICENSE TO THE VILLAGE.

1.1. The Village is hereby granted a license from the District to construct, operate and maintain a salt storage shelter at the District Property in the area set forth in Exhibit A at the Village's own cost and expense. The salt storage shelter shall be designed by the Village and the

design plan shall be subject to the prior review and approval of the District prior to the construction of the shelter.

1.2. The Village shall have the right of access over and upon the District's Central Compound as depicted in Exhibit A in order for the Village to access the District Property.

1.3. The Village shall have access to the Central Compound and the District Property twenty-four (24) hours, seven (7) days a week. The District shall give the Village any and all keys, transponders and other similar items so that the Village has access to the Central Compound and District Property.

1.4. The District Property shall be and remain the sole property of the District and the Village shall have only the privilege of use of the District Property as provided in this License and access over and upon the District's Central Compound.

1.5. The Village shall at all times ensure that its officers, employees, agents, contractors, and subcontractors, neither take nor attempt to take any action whatsoever that interferes with the District's operations at the District Property.

2.0 LICENSE TO THE DISTRICT.

2.1. The District is hereby granted a license from the Village to use fifteen (15) parking spaces in the Village's Lot Number 18 ("Village Parking Spaces"), commonly known as the Holley Court Parking Garage ("Lot 18"), for the purpose of parking District motor pool passenger vehicles for the term of this License.

2.2. The District shall comply with all Village rules and regulations applicable to Lot 18 with regard to the District's licensed use of the Village Parking Spaces.

2.3. The District shall have access to the Village Parking Spaces and Lot 18 twenty-four (24) hours, seven (7) days a week. The Village shall give the District any and all keys, transponders and other similar items so that the District has access to the Village Parking Spaces and Lot 18.

3.0 TERM.

3.1. This Agreement shall remain in force for a term of ten (10) years beginning on the effective date defined herein. This Agreement shall renew for two (2) successive five (5) year terms unless terminated earlier pursuant to Section 7.1 below.

4.0 UTILITY SERVICE AND OTHER COSTS.

4.1 The Village shall pay for any and all utility service costs, including all costs associated with bringing utility service to the District Property, if applicable, and any applicable deposits.

4.2. The Village shall be responsible for the provision of any necessary or required signage at the District Property.

4.3. The Village shall be responsible for procuring and paying for any required permits to construct its salt storage shelter at the District Property and any other required permits.

4.4. All work related to the design, construction, use and maintenance of a storage shelter, as licensed herein, on District property shall be performed by the Village at the Village's expense.

5.0 THE VILLAGE'S MAINTENANCE.

5.1. The Village shall at all times be responsible for the maintenance and repair of the District Property of whatsoever kind or nature.

5.2. The Village shall secure the District Property's from access by unauthorized persons and adhere to the security protocol established by the District with respect to the use of, and access to, the District's property.

5.4. The Village shall not, without the prior written consent of the District, make any alterations, improvements, or additions to the District Property unless otherwise set forth herein.

5.5. The Village shall at all times keep the District Property in good order, condition and repair and clean, sanitary and safe condition (including, but not limited to, doing such things as are necessary to cause the District Property to comply with applicable laws, ordinances, rules, regulations and orders of governmental and public bodies and agencies).

5.6. At the expiration of the tenancy hereby created, the Village shall surrender the District Property in the same condition as it was on the effective date, reasonable wear and tear and damage by unavoidable casualty excepted. The Village shall remove the salt storage shelter constructed pursuant to Section 1.1 herein upon the expiration of the tenancy created herein.

5.7. The Village shall not cause or permit the use, storage, escape, disposal or release of any hazardous substances in or about the District Property.

6.0 AS-IS CONDITION

6.1. The Village and the District agree that the District Property and the Village Parking Spaces shall both be delivered "as is."

7.0 INDEMNIFICATION.

7.1. **Village Indemnification for Work to be Performed.** The Village shall indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees, costs and expenses, arising out of or resulting from the performance of the work

to be performed by the Village under this Agreement, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use therefrom, and (ii) is caused in whole or in part by the Village, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder.

7.2. **Reciprocal Indemnification.** The Village and the District shall indemnify and hold harmless one another, their commissioners, elected officers, officials, agents, volunteers and employees from judgments, damages, losses, and costs, including, but not limited to attorneys' fees, costs and expenses, to the extent caused by any negligent act, error, or omission arising out of the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are directly caused by the other party's negligence or willful misconduct. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage provided herein.

8.0 INSURANCE.

8.1. The Village shall cause any and all contractors or subcontractors performing work at the Central Compound and District Property to maintain a policy or policies of comprehensive premises and operations liability and property damage insurance with not less than \$1,000,000.00 combined single limit for both bodily injury and property damage which policy or policies shall name the District as an additional insured during such time as any contractor or subcontractor shall perform work at the Central Compound and District Property on behalf of the Village. When requested by the District, the village shall furnish copies of certificates of insurance evidencing coverage for each contractor and subcontractor. Said policy or policies shall require thirty (30) days advance written notice to the District prior to amendment or cancellation.

9.0 TERMINATION.

9.1. Either party may terminate this License upon giving the other party ninety (90) days written notice of its intent to terminate the License and vacate the Premises.

10.0 WAIVER.

10.1. No waiver of any breach of any one or more of the conditions or covenants of this License by the Village or by the District shall be deemed to imply or constitute a waiver of any succeeding or other breach under this License.

11.0 AMENDMENT OR MODIFICATION.

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

12.0 GOVERNING LAW.

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

13.0 ENTIRE AGREEMENT.

13.1. This Agreement constitutes the entire Agreement and there are no representations, conditions, warranties or collateral agreements, express or implied, statutory or otherwise, with respect to this Agreement other than as contained herein.

13.2. This Agreement may not be modified, omitted or changed in any way except by written agreement duly signed by persons authorized to sign agreements on behalf of the Village and the District.

14.0 VENUE.

14.1. Venue for any action taken by either the Village or the District, whether in law or in equity, to enforce the terms of this Agreement shall be in the Circuit Court of the Cook County, Illinois.

15.0 SEVERABILITY.

15.1. If any of the provisions of this Agreement 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 Agreement.

16.0 SECTION HEADINGS.

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

17.0 NOTICES AND COMMUNICATIONS.

17.1. All notices, demands, requests for reimbursement or other communications under or in respect to this Agreement shall be in writing and shall be deemed to have been given when the same are deposited in the United States mail and sent by first class mail, postage prepaid, or by hand delivery to the Parties at their respective addresses as follows:

To the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

To the District:

General Superintendent
Forest Preserve District of Cook County
536 N. Harlem Ave.
River Forest, IL 60305

17.2. The Parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

18.0 BINDING AUTHORITY.


18.1. 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 Party to the terms and conditions of this Agreement.

19.0 EFFECTIVE DATE.

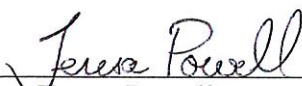
19.1. The effective date of this Agreement as reflected above shall be the last date that it is executed by one of the parties as reflected below.

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: 7/24/14

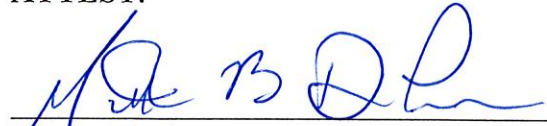
ATTEST:


By: Teresa Powell
Its: Village Clerk
Date: 7/25/2014

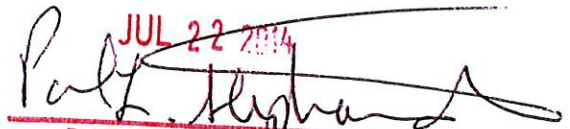
**COOK COUNTY FOREST PRESERVE
DISTRICT**


By: Toni Preckwinkle
Its: Board President
Date: 8/4/14

ATTEST:


By: Matthew B. DeLeon
Its: Board Secretary
Date: 8/4/14

**REVIEWED AND APPROVED
AS TO FORM**


JUL 22 2014
LAW DEPARTMENT

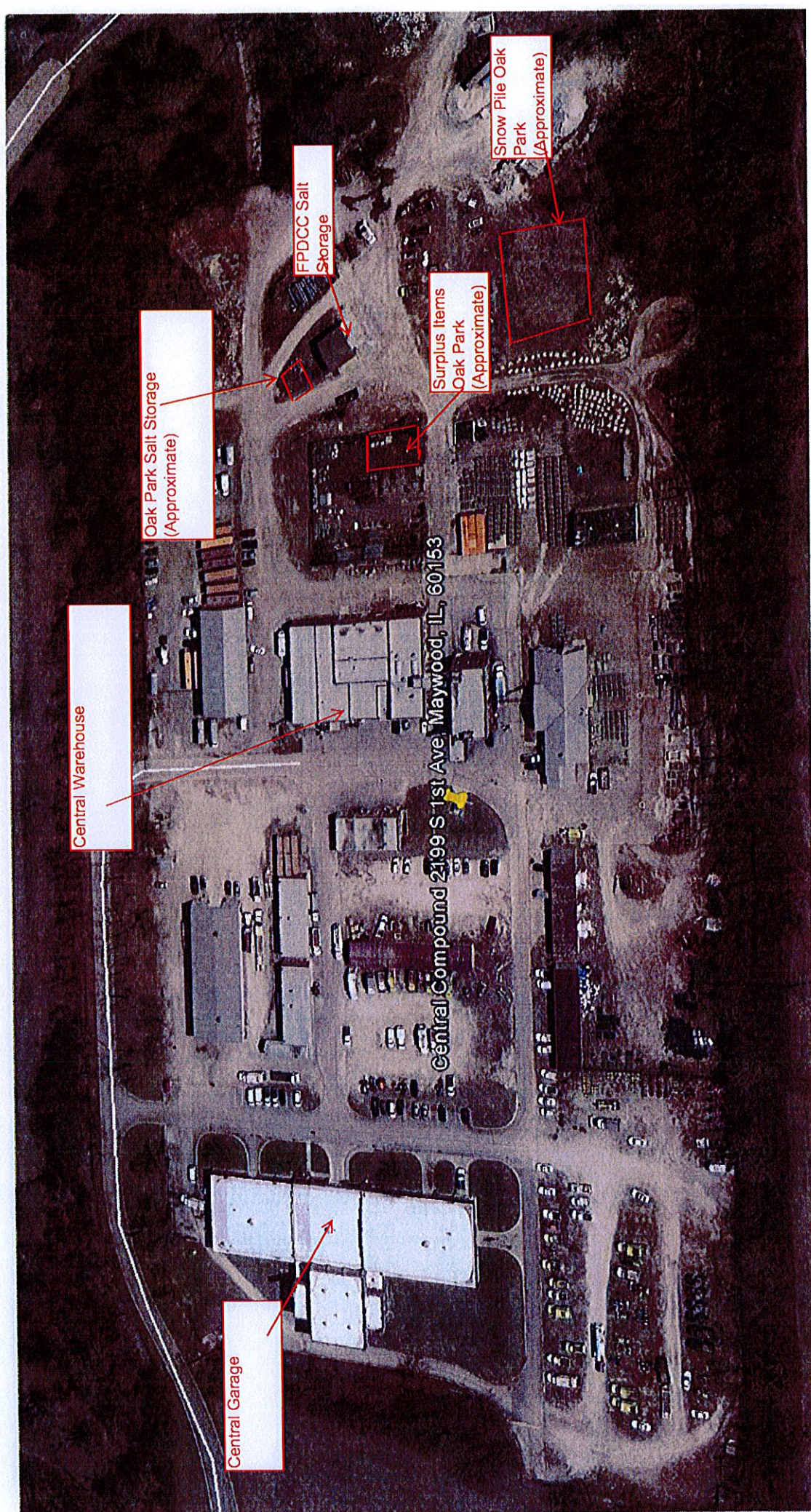


EXHIBIT A