

**INTERGOVERNMENTAL LICENSE AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK
AND THE PARK DISTRICT OF OAK PARK
FOR INTERGOVERNMENTAL USE OF PARKING FACILITIES**

This Intergovernmental License Agreement is made as of the 20 day of March 2015 (the "*Effective Date*") by and between the Village of Oak Park, 123 Madison St, Oak Park, Illinois, a municipal corporation, (the "*Village*") and the Park District of Oak Park, 218 Madison Street, Oak Park, Illinois, a municipal corporation (the "*Park District*").

WHEREAS, the Village has the right to manage the parking facilities at the Oak Park and River Forest High School Garage (the "*OPRFHS Garage*") at 137 North Scoville Avenue, the parking lot known as Lot 61 ("*Village Lot 61*") at 36 North Blvd., the parking lot known as Lot 56 ("*Village Lot 56*") at 237 Madison Street, and the parking lot known as Lot 44 ("*Village Lot 44*") at 301 Madison (collectively the "*Village Parking Facilities*"); and

WHEREAS, the Park District is the owner of the Rehm Pool Parking Lot at 515 Garfield Street; and

WHEREAS, the Village and the Park District agree that Village residents and Park District employees need additional permit parking within the Village; and

WHEREAS, the Village is willing and able to manage, regulate, and enforce permit parking at the Village Parking Facilities and at the Rehm Pool Parking Lot; and

WHEREAS, the Village and the Park District desire to enter into this Agreement to jointly serve the needs of the local community and in a manner consistent with their history of intergovernmental cooperation.

NOW, THEREFORE, the Village and the Park District enter into this agreement governing the use of the Rehm Pool Parking Lot and the Village Parking Facilities under the terms set forth below.

Section 1: Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement as if stated herein.

Section 2: Term of Agreement. This Agreement is for a term commencing on the Effective Date and ending on May 31, 2018 (the "*Agreement Term*"). The Village and the Park District may agree at any time to extend the Agreement Term one or more times, for any period of time up to a cumulative total of five additional years (each extension an "*Extended Term*").

Section 3: Description of Subject Properties.

A. Park District's Rehm Pool Parking Lot. The Rehm Pool Parking Lot is a 48-space parking lot immediately north of the Rehm Park Pool at 515 Garfield Street. The Village designation for this lot is Lot 53.

B. Village Parking Facilities. The Village Parking Facilities are described as follows:

1. OPRFHS Garage. The OPRFHS garage is a 300 space parking garage located at 137 N. Scoville Avenue adjacent to the high school building, designated as Lot 19 by the Village.
2. Village Lot 61. Village Lot 61 is located at 36 North Blvd. The Village sells 24 hour parking permits for this lot.
3. Village Lot 56. Village Lot 56 is located at 237 Madison Street. The Village's license agreement for this lot is subject to a 90 termination provision.
4. Village Lot 44. Village Lot 44 is located at 301 Madison Street. The Village's license agreement for this lot is subject to a 90 day termination provision.

Section 4: Park District Grant of License to Village for Rehm Pool Parking Lot. The Park District grants the Village a license to use the Rehm Pool Parking Lot for the limited purpose of providing quarterly permit parking to residents, subject to all of the following provisions:

A. Signs. The Village will provide appropriate signs stating the limited hours for permit parking and identifying the spaces for which permits are issued.

B. Permits and Fees. The Village will establish the parking permit fee and will collect and keep all revenue generated by parking permit fees.

C. Parking Regulations. The Village will issue permits for the Rehm Pool Parking Lot which are limited by the following restrictions:

1. Vehicle Weight. The Village will permit only motorcycles, passenger cars and other motor vehicles with a gross weight at maximum load not exceeding 8,000 pounds to park in the Rehm Pool Parking Lot.
2. Single Space Only; No Protrusions. Vehicles must occupy no more than a single parking space. The Village will revoke the parking permit issued to any vehicle which does not fit into a single parking space.
3. Location of Permit Spaces. Parking for permit holders shall be designated only along the northeast section of the Rehm Pool Parking Lot in the area depicted on the diagram attached hereto as Exhibit A.
4. Operable Condition/Prohibition of Repairs. Vehicles must be in operable condition and in good repair while parked in the lot. No vehicle may be repaired, serviced, or covered while that vehicle is parked in the lot.

5. Short-Term Parking Only. The Village will prohibit long-term storage of vehicles at the Rehm Pool Parking Lot. The Rehm Pool Parking Lot will be used exclusively for short-term parking of vehicles that are used regularly away from the parking lot. The Village will not permit any vehicle to park in the lot for more than 10 consecutive days without being moved out of the parking lot.
- D. Citations for Violations. Persons who park in the Rehm Pool lot in violation of the above listed restrictions are subject to having their permit revoked. Continued parking in the lot after permit revocation will subject the vehicle to a citation.
- E. Permit Parking Spaces and Hours During Rehm Pool Season. During the Rehm Pool Season, as defined in this Subsection, the Village may issue up to, but no more than, 22 parking permits for the Rehm Pool Parking Lot. The permit holders may use the Lot seven days each week, but only between the hours starting at 9:00 p.m. and ending at 8:00 a.m. the following day. "*Rehm Pool Season*" is defined as: Beginning on the Saturday of Memorial Day weekend and ending on Labor Day Monday. The provisions of this Subsection are subject to the Park District's rights to exclusive use of the Rehm Pool Parking Lot set forth in Subsection H of this Section.
- F. Permit Parking Spaces and Hours During Rehm Pool Off-Season. At all times other than the Rehm Pool Season (the "*Rehm Pool Off-Season*"), the Village may issue up to, but no more than, 22 parking permits. The permit holders may use the Lot during the Rehm Pool Off-Season 24-hours each day, seven days each week. The provisions of this Subsection are subject to the Park District's rights to exclusive use of the Rehm Pool Parking Lot set forth in Subsection H of this Section.
- G. No Charge. The Park District will not charge the Village for use of the Rehm Pool Parking Lot as authorized by this Section 4.
- H. Park District's Exclusive Use for Special Events. The Park District has the right to the exclusive use of the Rehm Pool Parking Lot for special events up to three times each year. A single special event may be conducted over a four-day, three-night period from Friday through Monday. No permit parking will be allowed on the days or nights that the Park District is conducting a special event. The Park District must notify the Village not less than 30 days in advance of a special event. The Village is responsible for notifying permit holders about each any special event.
- I. 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 4.
- J. Restoration. At the end of the Agreement Term or the final Extended Term, or whenever the Village discontinues the use of the Rehm Pool Parking Lot for permit parking under this Section 4, the Village will remove all signs and repair all damage to the Lot, normal wear and tear excepted.

Section 5: Park District Use of OPRFHS Garage.

The Village grants the Park District a license to use 20 spaces in the OPRFHS Garage for permit parking for Park District employees only while those employees are working at Ridgeland Common, subject to all of the following provisions:

A. Signs. The Village will provide appropriate signs stating the limited hours for Park District employee permit parking under this Section 5.

B. No charge; Form of Permit. The Village will issue individual parking permits to up to 20 Park District employees at no charge. The Village will determine the form of permit to be displayed by Park District employees.

C. Vehicle Weight and Parking Regulations. The regulations regarding vehicle weight and parking stated in Subsections 4.C of this Agreement apply to the OPRFHS Garage.

D. Permit Parking Limited During High School Faculty Attendance Days. Park District employee parking permits will be valid for parking in the OPRFHS garage only between the hours of 4:00 p.m. to 12:00 a.m. on High School Faculty Attendance Days. "*High School Faculty Attendance Days*" is defined as Monday through Friday when OPRFHS is in session (generally from approximately August 15 until approximately June 15) except recognized days stated on the OPRFHS school calendar when OPRFHS is closed and faculty attendance is not required.

E. Park District Permit Parking All Other Days. On days other than High School Faculty Attendance Days, parking permits may be used 24-hours each day, seven days each week.

Section 6: Park District Use of Village Lots 44 and 56.

The Village grants the Park District a license to use 10 spaces in Lot 44 and 35 spaces in Lot 56 for permit parking for Park District employees only, subject to all of the following provisions:

A. Signs. The Village will provide appropriate signs stating the limited hours for Park District employee permit parking under this Agreement.

B. No Charge; Form of Permit. The Village will not impose any charge on the Park District or its employees for the parking permits. The Village will determine the form of permit to be displayed by Park District employees.

C. Vehicle Weight and Parking Regulations. The regulations regarding vehicle weight and parking stated in Subsections 4C this Agreement apply to Village Lots 44 and 56.

D. Parking Hours. The parking permits may be used for parking seven days each week, only between the hours of 5:00 a.m. and 12:00 a.m.

E. Licensing and Redevelopment of Lots 44 and 56. The Park District is aware that the Village currently has a license agreement with the owner of Lots 44 and 56. The Village may provide Park District employee parking on Lots 44 and 56 only under the terms of that agreement and only for so long as the Village has an agreement with the owner. Further, the Park District is aware that Lots 44 and 56 are subject to redevelopment. The Park District agrees to surrender all Lot 44 and 56 permits at the request of the Village if redevelopment commences.

Section 7: Park District Use of Village Lot 61. The Park District is licensed and entitled to use up to four spaces in Village Lot 61 for permit parking for Park District employees only, subject to all of the following provisions:

A. Signs. The Village will provide appropriate signs stating the limited hours for Park District employee permit parking if needed.

B. No Charge; Form of Permit. The Village will not impose any charge on the Park District or its employee parking permits. The Village will determine the form of permit to be displayed by Park District employees.

C. Vehicle Weight and Parking Regulations. The regulations regarding vehicle weight and parking stated in Subsections 4.C this Agreement apply to Village Lot 101.

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

Section 8: Adams Street On-Street Parking. Employees of the Park District who work at 218 Madison 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 space. The Village will not impose any charge on the Park District or its employees for this parking. The Village acknowledges that the availability of parking on Adams Street is important to the Park District as a result of the pending loss of off-street parking spaces in the area of the Madison-Highland redevelopment.

Section 9: 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. The Village will maintain the Village Parking Facilities in a clean and orderly condition and will provide snow removal for those facilities.

Section 10: Utilities. The Park District will pay all annual utility costs for the Rehm Pool Parking Lot. The Village will pay all annual utility costs for the Village Parking Facilities. The Village and Park District each make no representations to the other regarding the adequacy and sufficiency of existing lighting at any parking lot or garage.

Section 11: Indemnity.

A. Indemnity by Park District. The Park District agrees to hold harmless, defend and indemnify the Village against and from any and all claims, demands, damages cause of action, suits, or judgments or liability of any kind, including attorney's fees, cost and expenses, which result or are alleged to result from claims of injury to person or damage to property arising out of any act or omission of the Park District under this Agreement, including its officials, officers, employees, volunteers, and agents. The Village agrees that, if such a claim is asserted or any such action is brought, then the Village will give notice to the Park District by telephone immediately when the claim or action is received by, or action is received by, or first known to, the Village and will give written notice to the Park District within five business days after the claim or action is received. The Village agrees to cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action shall be performed and concluded by the Park District. The delivery of written notification will include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits of a claim is filed.

B. Indemnity by Village. The Village agrees to hold harmless, defend and indemnify the Park District against and from any and all claims, demands, damages cause of action, suits, or judgments or liability of any kind, including attorney's fees, cost and expenses, which result or are alleged to result from claims of injury to person or damage to property arising out of any act or omission of the Village under this Agreement, including its officials, officers, employees, volunteers, and agents. The Park District agrees that, if such a claim is asserted or any such action is brought, then the Park District will give notice to the Village by telephone immediately when the claim or action is received by, or action is received by, or first known to, the Park District and will give written notice to the Village within five business days after the claim or action is received. The Park District agrees to cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action shall be performed and concluded by the Village. The delivery of written notification will include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits of a claim is filed.

C. No Waivers of Defenses, Immunity, Rights. By agreeing to indemnify the other, neither the Park District nor the Village waives its right to assert any defenses or immunities available to them under the Illinois Local Government and Governmental Employees Tort Immunity Act or any other law. In addition, neither does the Park District nor Village waive its rights to limit its liability for injuries to its employees to that provided for in the Workers Compensation Act.

Section 12: Termination. Either party may terminate this Agreement without cause by providing the other party with written notice at least 90 days prior to the date of termination.

Section 13: No Assignment or Rights in Successors; No Third-Party Rights. Neither the Village nor the Park District will assign any of its rights or benefits under this Agreement to any other 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 does not confer any rights on any third party.

Section 14: Notices. All notices required under this Agreement must be made personally or by registered mail. Notices to the Park District must be mailed to:

Jan R. Arnold, Executive Director
Park District of Oak Park
218 Madison Street
Oak Park, Illinois 60302

Notices to the Village must be mailed to:

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

with a copy to:

Jill Velan
Parking and Mobility Services Director
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

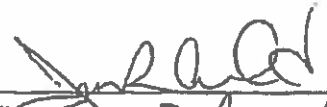
Section 17: Amendments in Writing. This Agreement may not be modified or amended except in writing, signed by properly authorized representatives of both the Village and the Park District.

Section 18: 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.

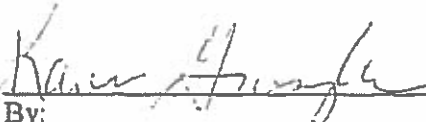
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

PARK DISTRICT OF OAK PARK


By: Jan R. Arnold
Its: Executive Director
Date: 3/20, 2015

ATTEST:


By: Karen Hingle
Its:


Date: 3/20, 2015

VILLAGE OF OAK PARK


By: Cara Pavlicek
Its: Village Manager

Date: 3/17, 2015

ATTEST:


By: Teresa Powell
Its: Village Clerk

Date: March 17, 2015

**REVIEWED AND APPROVED
AS TO FORM**


MAR 16 2015
LAW DEPARTMENT