

**SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT
BETWEEN THE PARK DISTRICT OF OAK PARK
AND THE VILLAGE OF OAK PARK
REGARDING LOCATIONS FOR PARKING**

This Supplemental Intergovernmental Agreement Between The Park District Of Oak Park And The Village Of Oak Park Regarding Locations For Parking (this “*Agreement*”) is made as of February ____, 2020, by and between the Park District of Oak Park, an Illinois municipal corporation (the “*Park District*”) and the Village of Oak Park, Illinois, an Illinois home-rule municipal corporation (the “*Village*”).

R E C I T A L S:

A. The Park District and the Village (the “*Parties*”) previously have entered into parking agreements from time to time related to parking, and the Parties now wish to enter into this Agreement related to (i) temporary, Village-managed parking on Park District property and (ii) certain on-street parking for Park District employees.

B. The Park District owns property known as the “*Harvey Highland Property*.” The Harvey Highland Property includes two parcels of land. One parcel, known as Lots 56 and 58, (the “*CRC Parcel*”) is the land that abuts the south right-of-way of Madison Street between Harvey Avenue and Highland Avenue. The other parcel, known as Lot 44, (the “*Parking Parcel*”) is the land located at the southwest corner of Madison Street and Highland Avenue. The CRC Parcel and the Parking Parcel are depicted in Exhibit A attached to this Agreement.

C. The Park District intends to construct a community recreation center on the CRC Parcel and the Parking Parcel for public recreational purposes.

D. The Village currently maintains a parking lot within the CRC Parcel (the “*Existing Parking*”) on which the Park District and holders of Village permits (“*Permit Holders*”) park vehicles. The Park District has requested that the Village relocate the Permit Holders from the Existing Parking onto the Parking Parcel, and the Village has agreed to that request under the provisions of this Agreement.

E. The Park District has requested that the Village authorize a defined number of Park District employees to park their personal vehicles on Adams Street generally in the area between Harvey Avenue and Cuyler Avenue during regular working hours, and the Village has agreed to that request under the provisions of this Agreement.

F. The Park District and the Village desire to enter into this Agreement to jointly serve the needs of the local community, the Village, and the Park District.

NOW, THEREFORE, the Park District and the Village enter into this Agreement on the terms set forth herein.

Section 1. Incorporation of Recitals.

The recitals are incorporated into this Agreement as findings of the Park District and the Village.

Section 2. Impact on Existing Agreements.

The Parties acknowledge that this Agreement includes provisions that are or may be inconsistent with existing intergovernmental agreements between the Parties, including without limitation the intergovernmental agreement titled “License Agreement Between The Village Of Oak Park And The Park District Of Oak Park For Use Of Parking Facilities” (the “*2015 Agreement*”). The Parties agree that in each instance of an inconsistency between any provision of the 2015 Agreement and any provision of this Agreement, the provisions of this Agreement will apply and control. Further, the Parties agree that except for the provisions specifically stated in this Agreement, this Agreement does not supersede the terms of the other existing agreements between the Parties and those existing agreements remain in full force and effect in accordance with their terms and provisions.

Section 3. Relocation of Permit Holders; Standards.

A. Timing and Standards for Use of Parking Parcel. The Village will relocate the Permit Holders from the Existing Parking on to the Parking Parcel by March 31, 2020. Parking for the Permit Holders on the Parking Parcel includes Night and 24-Hour permits. The Village, at its discretion, may post signs, install markings, and otherwise prepare the Parking Parcel for use by the Permit Holders. The Village will be responsible for any necessary maintenance of the Parking Parcel for so long as the Parking Parcel it is being used by the Permit Holders.

B. Number of Permit Holders. As of the Effective Date, the number of Permit Holders is approximately 30. The Village, at its discretion, may continue to issue 30 parking permits for 24-Hour parking on the Parking Parcel, but the Village will not increase that number of parking permits.

C. Term of Use of Parking Parcel. The Village may continue use of the Parking Parcel by Permit Holders until the Park District notifies the Village in writing that disruptive development activities affecting the Parking Parcel will commence within 90 days after the date of the notice. The Village must discontinue the Existing Parking on the Parking Parcel within 30 days after the date of the notice.

Section 4. License for Adams Street Parking; Standards.

In consideration of the provisions of this Agreement, the Village hereby grants to the Park District a license, at no charge, for daytime on-street parking on Adams Street for up to 30 Park District employees (the “*On-Street Parking License*”) in accordance with this Section 4.

A. Management and Oversight of Permits. If requested by the Village, then the Park District will distribute on-street permits to its employees for the on-street parking, in a form satisfactory to the Village. The Park District also will be responsible for monitoring employee compliance with the terms of this Section 4. The on-street parking is for personal vehicles only.

B. Compliance. Park District employees must comply with the terms of the On-Street Parking License and any on-street permit. In the event of noncompliance by an employee, the Park District may suspend that employee's access to the on-street parking for a period of time determined by the Park District. In the event of repeated noncompliance by an employee, the Park District or the Village may terminate that employee's access to the on-street parking.

C. Location; Time Period. The License, and the on-street permits if any, authorize parking on Adams Street between Humphrey Avenue and Cuyler Avenue, between 6:30 a.m. and 6:00 p.m. In the event on-street parking on Adams Street becomes temporarily unusable due to repairs, construction, or other temporary disruption, the Village will designate a temporary location for parking within a similar, reasonable distance from the Park District's headquarters.

D. Term of License. The On-Street Parking License is valid for the term of this Agreement.

Section 5. 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, causes of action, suits, 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, causes of action, suits, 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 the Park District nor the Village waives its rights to limit its liability for injuries to its employees to that provided for in the Workers Compensation Act.

Section 6. 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 has been written purposely and specifically in a manner that does not confer any rights on any third party.

Section 7. Notices.

All notices required under this Agreement must be made personally or by registered mail and must be addressed as follows:

<u>Notices to Park District:</u>	<u>Notices to Village:</u>
Executive Director	Village Manager
Park District of Oak Park	Village of Oak Park
218 Madison Street	123 Madison Street
Oak Park, Illinois 60302	Oak Park, Illinois 60302

Section 8. Effectiveness of Agreement.

This Agreement is effective as of the Effective Date for a period of 99 years.

Section 9. 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 10. Effective Date.

This Agreement will take effect on the last date of its execution by one of the Parties as reflected below (the “*Effective Date*”).

Section 11. Counterparts; Facsimile or PDF Signatures.

This Agreement may be executed in counterparts, each of which will be considered an original and together will 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 each caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Park District of Oak Park

Jan Arnold, Executive Director

Date: _____, 2020

Attest:

Chris Wollmuth, Board Secretary

Date: _____, 2020

Village of Oak Park

Cara Pavlicek, Village Manager

Date: _____, 2020

Attest:

Vicki Scaman, Village Clerk

Date: _____, 2020