

**INTERGOVERNMENTAL AGREEMENT FOR THE
USE OF THE ASTOR AVENUE OFF-STREET PARKING FACILITY**

This Intergovernmental Agreement for the use of the Astor Avenue Off-Street Parking Facility is entered into as of the 7th day of August, 2014, by and between the Village of Hanover Park, an Illinois municipal corporation (the "Village") and Hanover Township, an Illinois Township (the "Township") (collectively, the Village and the Township may be referred to as the "Parties").

WHEREAS, the Township is the owner of the property located at 7431 Astor Avenue, Hanover Park, Illinois, 60133, legally described as:

Lot 4 (except the South 5.0 feet thereof) and the South 10 feet of Lot 3 in Block 15 of Unit 5, Hanover Gardens First Addition, being a subdivision of Blocks 9 and 15 of Unit 3, Hanover Gardens First Addition, being a part of the West half of the Southeast quarter and the part of the East half of the Southwest quarter of Section 25, Township 41 North, Range 9, East of the Third Principal Meridian, in the Village of Hanover Park, Cook County, Illinois,

PIN: 06-25-302-058

(the "Property"); and

WHEREAS, on December 2, 1999, the Village approved Ordinances O-99-61 and O-99-62 granting a special use and variation for the Property; and

WHEREAS, Ordinance O-99-62 granted a variation for the reduction in the number of parking spaces for the Property upon the condition that others fund the construction of five (5) off-site parking spaces to be constructed by the Village within the existing Astor Avenue right-of-way; and

WHEREAS, the Village has constructed off-street parking spaces within the Astor Avenue right-of-way between Briarwood Lane and Irving Park Road, with an entrance from Briarwood Lane (the "Astor Avenue Off-Street Parking Facility") in compliance with its ordinances; and

WHEREAS, the Township now desires use of nine (9) of the available parking spaces within the Astor Avenue Off-Street Parking Facility for its employees and volunteers; and

WHEREAS, the parties previously entered into a Parking Agreement on July 1, 2000, concerning parking spaces at the Astor Avenue Off-Street Parking Facility but mutually terminated said agreement and now desire to enter into a new agreement; and

WHEREAS, the parties wish to enter into this Agreement for the use of the Astor Avenue Off-Street Parking Facility by the employees and volunteers of the Township, and

WHEREAS, the Village has the authority to enter into this Parking Agreement pursuant to Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) and its home rule authority; and

WHEREAS, pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, units of local government have had conferred upon them the power to, “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

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform provided that such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals, and the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Township and the Village hereby agree as follows:

1. Preamble. The recitals contained in the Preamble hereof are true in substance and in fact, and are incorporated herein as if fully set forth, both substantially and as evidencing the intent of the parties.

2. License Granted. The Village hereby grants a license to the Township for the use of nine (9) parking spaces in the Astor Avenue Off-Street Parking Facility by the Township’s employees and volunteers for the Term, and any Renewal Term, of this Agreement.

3. Fee. In consideration for the license and permits for the use of the nine (9) parking spaces at the Astor Avenue Off-Street Parking Facility by Township employees and volunteers, the Township shall pay \$1,000.00 to the Village on the first day of September, 2014, and \$1,000.00 on the first day of each succeeding September during the original Term of this Agreement. Upon the Renewal of this Agreement, the Township shall pay \$1,030.00 to the Village on first day of September, 2017, and \$1,030.00 on the first day of each succeeding September during the Renewal Term of this Agreement.

4. Term. The Term of this Agreement shall be for three (3) years, beginning on September 1, 2014, and expiring on August 31, 2017. There shall be one (1) automatic Renewal Term for a period of three (3) years, beginning on September 1, 2017 and expiring on August 31, 2020, unless either party, not less than sixty (60) days prior to September 1, 2017, notifies the other party in writing that there shall be no extension. This Agreement may be terminated by the mutual consent of both the Township and the Village.

5. Maintenance. The Township shall maintain the Astor Avenue Off-Street Parking Facility to the standard of a public parking facility including maintenance of landscaping, signs, curbs, lot sweeping, snow removal, patching, and restriping.

6. Repairs. The Village shall be responsible for repairs to the Astor Avenue Off-Street Parking Facility, other than maintenance required of Township. Such repairs include, but are not limited to, resealing and/or repaving of the parking surface.

7. Parking Regulation. The Village shall have the right, but not the obligation, to regulate the use and operation of the Astor Avenue off-street parking facility not inconsistent with this Agreement. Parking of buses, trucks, and other commercial vehicles shall not be allowed on the parking facility, nor shall any vehicle be parked between the hours of 2:00 a.m. and 6:00 a.m. of any day. The Township shall not conduct, nor permit any person to conduct, any business or service on the Parking Facility, without notification and prior written approval from the Village. Township shall install and maintain signage in the parking facility indicating that parking is prohibited except for employees of Township. The design of the signs shall be subject to Village approval.

8. Binding Effect. All of the terms, covenants and conditions contained herein shall continue and bind all successors in interest of the Township.

9. Memorandum. At the option of any party, this Agreement or a memorandum of this Agreement may be filed in the Office of the Recorder of Deeds of Cook County.

10. Insurance. The Parties shall obtain and provide, on or before the commencement of the term of this Agreement, and keep in force at all times throughout the Agreement, the following insurance coverage with respect to the Parking Facility:

(a) Comprehensive General Liability insurance with contractual liability endorsement insuring against any liability arising out of the use, occupancy, or maintenance of the Parking Facility, on an occurrence basis with a minimum single limit of not less than One Million Dollars (\$1,000,000.00). Said insurance shall include a "personal injury" endorsement providing coverage for claims arising out of false arrest, false imprisonment, and such endorsement shall not contain an exclusion of coverage for claims for "personal injury" brought by employees of an insured.

(b) Workmen's compensation insurance in statutory amounts covering all persons directly or indirectly employed by the Parties in connection with any maintenance work or any repairs or alterations to be made to the Parking Facility, and all employees and agents of the Parties with respect to whom death or bodily injury claims could be asserted against the Village or the Township.

Named Insureds. All the aforesaid insurance policies, except for worker's compensation policies, shall name the other party and all associated, affiliated, allied and subsidiary entities of the other party, and their respective officers, boards, commissions,

employees, agents and contractors, as their respective interests may appear, as additional insureds (herein referred to as the "Additional Insureds") as related to activities under this Agreement.

11. Indemnification. To the fullest extent permitted by law, the Village shall indemnify and hold harmless Hanover Township and its officers, officials, employees, volunteers, successors and assigns (collectively, the "Indemnified Parties") from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, arising out of or relating to (a) any act or omission by the Village or the employees, agents, contractors, licensees, volunteers, tenants and/or subtenants of the Village, arising from, or related to, the repair, or failure to repair, the Astor Avenue Off-Site Parking Facility, or (b) a breach of any obligation of the Village under this Agreement.

The Village further agrees to require any contractor to include Hanover Township, and its officers, officials, employees, volunteers, and agents, as additional insureds on the insurance policies required of the contractor relative to any repair work conducted on the Astor Avenue Off-Site Parking Facility. Such insurance policies shall be written with insurers and in amounts reasonably satisfactory to the Township.

To the fullest extent permitted by law, the Township shall indemnify and hold harmless the Village, and its officers, officials, employees, volunteers, successors and assigns (collectively, the "Indemnified Parties") from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, arising out of or relating to (a) any act or omission by the Township or the employees, agents, contractors, licensees, volunteers, tenants and/or subtenants of the Township, arising from, or related to the maintenance, or failure to maintain, the Astor Avenue Off-Site Parking Facility, or (b) a breach of any obligation of the Township under this Agreement.

Notwithstanding anything to the contrary in this Agreement, the Parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Agreement, should claims, damages, cost and expenses, including reasonable attorney fees, arise subsequent to the expiration or termination of this Agreement.

12. Taxes. Should any taxes be assessed against the Property because of this Agreement, the Township agrees to pay those taxes based on its use of the Parking Facility.

13. Assignment. The Township shall not sublet or assign this Agreement or any portion of it without the written consent of the Village. Further, the Township shall not in any way obtain financial gain from anyone as a result of any rights it has under this Agreement.

14. Notices. Any notices required herein or which the Village or the Township may desire to serve upon the other, shall be in writing and shall be deemed served when deposited in the U.S. Mail, via certified mail, postage prepaid, return receipt requested, addressed to the parties as follows:

If to the Village:
Village of Hanover Park
2121 West Lake Street
Hanover Park, IL 60133
Attn: Village Manager

If to the Township:
Hanover Township
250 S. IL Route 59
Bartlett, IL 60103
Attn: Township Administrator

15. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Illinois and all litigation arising from this Agreement shall be in the Circuit Court of Cook County, Illinois.

16. Mutual Cooperation. The Parties to this Agreement agree to provide mutual cooperation, perform any act or execute any document necessary to cause the intents and purposes of this Agreement to be realized.

17. Severability. In the event that any provision of this Agreement is found to be invalid or unenforceable, the Parties intend for such finding not to affect the enforcement or application of the remaining provisions herein to the greatest extent permitted by law.

18. Entire Agreement. This Agreement, including matters incorporated herein, represents the entire agreement between the Parties. There are no other covenants, warranties, representations, promises, conditions, or understandings, either oral or written, other than those contained herein.

19. Counterparts. This Agreement may be executed in separate counterparts. It shall be fully executed when each Party whose signature is required has signed at least on one (1) counterpart, even though no one (1) counterpart contains the signature of all the Parties.

20. Non-Waiver. Nothing herein shall be construed to represent a waiver of all privileges and immunities granted, by statute or common law, to the Parties as units of local government.

21. No Third Party Beneficiaries. The Parties agree that this Agreement is solely for the benefit of the Parties and nothing herein is intended to create any rights or remedies on any persons other than the Parties.

IN WITNESS WHEREOF, the Village and the Township have executed this Agreement as of the date first above written.

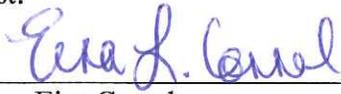
VILLAGE OF HANOVER PARK

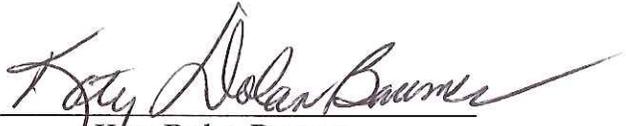
By: 
Rodney S. Craig
Village President

HANOVER TOWNSHIP

By: 
Brian P. McGuire
Township Supervisor

Attest:


Eira Corral
Village Clerk


Katy Dolan Baumer
Township Clerk

