

**INTERGOVERNMENTAL AGREEMENT BETWEEN LINCOLNWOOD SCHOOL DISTRICT 74
AND THE VILLAGE OF LINCOLNWOOD
TRAFFIC AND PARKING ENFORCEMENT**

This Traffic and Parking Enforcement Intergovernmental Agreement ("**Agreement**") is made and entered into as of the ____ day of _____, 202_ ("**Effective Date**") between and among the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation ("**Village**"), and the **BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74**, Cook County, Illinois ("**School District**") (collectively, the "Parties").

WHEREAS, the Parties hereto are a unit of local government and a school district, and the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local governments and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Chapter 5, Illinois Compiled Statutes, Act 220, Section 1, et seq., entitled the "Intergovernmental Cooperation Act", provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government or school district may be exercised jointly with another unit of local government or school district; and

WHEREAS, the Parties desire to cooperate in promoting cultural, recreational, educational and related programming for the benefit of the community and the citizens the Parties jointly represent and serve by allowing the Village to utilize facilities and school grounds owned by the School District and allowing the School District to utilize facilities and property owned by the Village; and

WHEREAS, the Parties have determined that this intergovernmental agreement (hereinafter the "Agreement") will aid their governmental objectives and is for the benefit of the citizens.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the Parties hereto, it is agreed by and between the Parties as follows:

SECTION 1. RECITALS.

- A.** The Preamble hereto shall be and hereby constitutes a part of this Agreement.
- B.** School District is the record title owner of that certain tract of land in Lincolnwood, Illinois, bounded by Lunt Avenue to the north, East Prairie Road to the east, West Pratt Avenue to the south, and North Crawford Avenue to the west ("**Property**").
- C.** The Property is currently improved in part with vehicular parking lots that serve the Property (collectively, the "**Parking Lots**"), where the School District operates three school buildings, an administrative office building, and student athletic and activity fields.
- D.** Section 11-209 of the Illinois Vehicle Code, 625 ILCS 5/11-209, Section 1-1-7 of the Illinois Municipal Code, 65 ILCS 5/1-1-7, the School Code, 105 ILCS 5/1-1 et seq., the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and the Illinois Constitution of 1970 authorize the Village to enter into this Agreement with the School District as the owner of a parking area located within the limits of the Village to regulate the parking of automobiles and the traffic within such parking areas.

E. School District desires to enter into an agreement with the Village in order to regulate the parking of motor vehicles and vehicular traffic within the Parking Lots, pursuant to the provisions of Section 11-209 of the Illinois Vehicle Code, 625 ILCS 5/11-209 and Section 7-2-35 of the Municipal Code of Lincolnwood, as amended from time to time ("**Village Code**").

F. The Village and School District desire to enter into this Agreement to set forth their rights and responsibilities regarding the enforcement of traffic and parking regulations by the Village within the Parking Lots.

SECTION 2. REGULATION OF TRAFFIC AND PARKING.

A. **Recommendations by Village.** School District and the Village shall cooperate on each of the following within the Parking Lots, in compliance with all applicable Federal, State, and local laws, statutes, and regulations (including, without limitation, the Americans with Disabilities Act). The Village shall provide recommendations to the School District on how to:

1. Erect stop signs, flashing signals, handicapped parking area signs or yield signs, and adopt appropriate regulations pertaining thereto or pertaining to the designation of any intersection in the Parking Lots as a stop intersection or as a yield intersection and the ordering of like signs or signals at one or more entrances to said intersection;

2. Prohibit and regulate the turning of vehicles or specified types of vehicles at intersections or other locations;

3. Regulate the crossing of any roadway in the Parking Lots by pedestrians;

4. Designate any separate roadway on the Property for one-way traffic;

5. Establish and regulate loading zones;

6. Prohibit, regulate, restrict or limit stopping, standing or parking of vehicles in specified areas on the Property;

7. Designate safety zones and fire lanes in the Parking Lots;

8. Remove and store vehicles parked or abandoned in the Parking Lots during snow storms, floods, fires and other public emergencies or found unattended in the Parking Lots, where such vehicles constitute an obstruction to traffic, or where stopping, standing or parking is prohibited; provided, however, that the cost of any such removal or storage will be borne by the School District or operator of such vehicles;

9. Install signs designating the reservation of specified parking spaces for persons with disabilities; and

10. Establish and adopt additional reasonable rules and regulations for the respect of traffic and parking on the Property as local conditions may require for the safety and convenience of the public or the users of the Property.

B. **License Granted.** School District hereby grants a non-exclusive license to the Village, and to its authorized officials, officers, employees, agents, and representatives, to enter

the Property for the purpose of performing the traffic and parking enforcement authorized pursuant to Section 2.D of this Agreement.

C. Limitation of Service. School District acknowledges and agrees that the Village, in the exercise of its sole discretion, will determine when the press of regular police business precludes the furnishing of traffic and parking enforcement pursuant to Section 2.D of this Agreement. Nothing in this Agreement imposes upon, or otherwise be interpreted to require of, the Village any special duty or obligation to undertake regular patrols, inspections, or examinations of any type of or on the Parking Lots of the Property.

D. Issuance of Citations. School District hereby authorizes the Village, and the Village hereby agrees, to enforce within the Parking Lots all generally-applicable traffic and parking regulations set forth in the Village Code, including the issuance of citations and collection of fines for violations of the Village Code and of the laws of the State of Illinois. It is the sole responsibility of, and within the sole discretion of, the Village to prosecute citations for violations of the Village Code or of State law, to the extent contemplated by this Agreement; provided, however, that the Village will not issue citations for, collect fines for, or collect fines as a result of, automobile accidents in the Parking Lots except as required by the laws of the State of Illinois. All fines imposed and collected by the Village are the property of the Village. The School District's officials, employees, agents and contractors, including, without limitation, property managers, must cooperate with the Village as necessary in the prosecution of all citations.

SECTION 3. COSTS.

School District acknowledges and agrees that it is solely responsible, and that the Village has no obligation, for payment of the costs of installation and maintenance of all traffic control or parking signs or devices located on the Property and used in connection with the traffic and parking enforcement contemplated by this Agreement unless otherwise agreed by the Parties.

SECTION 4. MAINTENANCE.

Except as specifically provided to the contrary in this Agreement, School District is responsible, at its sole cost and expense, to maintain the Parking Lots and the Property in a safe condition and in compliance with all applicable laws. This Agreement does not include, and will not be construed or applied to require the performance by the Village of, any of the following actions:

1. Striping, painting, or otherwise performing maintenance work within the Parking Lots;
2. Paving of, or snow plowing or removal in, the Parking Lots;
3. Removing debris remaining from accidents in the Parking Lots; and
4. Any other activity not expressly agreed to by the Village in this Agreement.

SECTION 5. TERM; TERMINATION.

A. Term. This Agreement is for a 5-year term, beginning on the Effective Date. This Agreement will automatically renew for successive additional five-year periods unless terminated in writing by the School District or the Village in accordance with Section 5.B of this Agreement

or modified in writing by the Parties. This Agreement repeals and replaces any prior agreement for parking and traffic regulation on the Parking Lots or any portion thereof.

B. Termination. Either Party may terminate this Agreement at any time, with or without cause, by delivering written notice to the other Party not less than 30 days prior to the date of termination.

SECTION 6. LIABILITY INSURANCE.

A. The Village. The Village is liable for, and hereby agrees to indemnify and hold harmless the School District, the members of the Board of Education in their official capacity, and the employees, agents, or volunteers of the School District from any claims, liability, damages, costs, expenses, fees, including attorney's fee, for bodily injury or property damage which may arise, either directly or indirectly, in connection with the Village's performance pursuant to this Agreement on the School District's premises, and in addition, the Village agrees to obtain, at its sole expense, liability insurance in the amount of not less than \$3,000,000.00 combined single limit per occurrence for bodily injury and property damage all covering its obligations hereunder. Such insurance policy or policies shall name the School District, its Board members, officers, agents and employees, as additional insured, and shall contain a provision stating that the insurance may not be canceled unless the School District is given at least 30 days prior written notice of cancellation. The Village will deposit a certificate of insurance with the School District evidencing proper liability insurance for said purpose, and shall maintain a current certificate of insurance. The Village's liability under this Agreement and its insurance shall specifically extend to and include the Parking Lots which the Village and its employees or visitors may access on the School District's premises.

B. The School District. The School District is liable for, and hereby agrees to indemnify and hold harmless the Village, the members of the Village Board in their official capacity, and the employees, agents, or volunteers of the Village from any claims, liability, damages, costs, expenses, fees, including attorney's fee, for bodily injury or property damage which may arise, either directly or indirectly, in connection with the School District's performance pursuant to this Agreement on the School District's premises, and in addition, the School District agrees to obtain, at its sole expense, liability insurance in the amount of not less than \$3,000,000.00 combined single limit per occurrence for bodily injury and property damage, all covering its obligations hereunder. Such insurance policy or policies shall name the Village, its Village Board members, officers, agents and employees, as additional insured, and shall contain a provision stating that the insurance may not be canceled unless the Village is given at least 30 days prior written notice of cancellation. The School District will deposit a certificate of insurance with the Village evidencing proper liability insurance for said purpose, and shall maintain a current certificate of insurance. The School District's liability under this Agreement and its insurance shall specifically extend to and include the Parking Lots which the Village and its employees or visitors may access on the School District's premises.

C. Workers Compensation. The Parties shall each carry worker's compensation insurance with statutory limits of liability.

SECTION 7. ENFORCEMENT.

A. General. The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, enforce this Agreement. School District agrees that: (1) it will not seek, and do not have the right to seek, to recover a judgment for monetary damages against the Village or

any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement; and (2) the sole remedy available to School District, upon any breach of this Agreement by the Village, is the termination of this Agreement under its terms.

B. Prevailing Party. In the event of a judicial proceeding brought by one or more Parties against one or more other Parties, the prevailing Party or Parties in such judicial proceeding are entitled to reimbursement from the unsuccessful Party or Parties of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

SECTION 8. GENERAL PROVISIONS.

A. Notices. All notices and payments required or permitted to be given under this Agreement must be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 8.A. The address of either Party may be changed by written notice to the other Party. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit.

Notices and communications to the Parties must be addressed to, and delivered at, the following address:

If to the Village:	Village of Lincolnwood 6900 North Lincoln Avenue Lincolnwood, IL 60712 Attention: Chief of Police
If to School District:	Lincolnwood School District #74 6950 East Prairie Rd. Lincolnwood, IL 60712 Attention: Superintendent

B. Time of the Essence. Time is of the essence in the performance of all terms, covenants, and conditions of this Agreement.

C. Consents. Whenever the consent or approval of either party is required in this Agreement, such consent or approval must be in writing and will not be unreasonably withheld or delayed, and, in all matters contained herein, both parties have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

D. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by the parties to this Agreement in accordance with all applicable statutory procedures.

E. No Joint Venture. It is hereby understood and agreed that nothing contained in this Agreement is to be deemed or construed as creating the relationship of principal and agent, partnership or joint venture between the parties to this Agreement, it being agreed that no provision of this Agreement and no acts of the parties to this Agreement is to be deemed to create

any relationship between the parties other than the relationship set forth specifically by the terms of this Agreement.

F. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement, and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the specific subject matter of this Agreement. This Agreement does not supersede other intergovernmental cooperation agreements between the Parties which are not related to traffic and parking enforcement.

G. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation will be made, or be valid, against the Village or School District.

H. Recording. The Parties acknowledge and agree that a copy of this Agreement will be recorded in the Office of the Cook County Recorder of Deeds.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ATTEST:

**LINCOLNWOOD SCHOOL DISTRICT
NUMBER 74**
an Illinois school district

By: _____
John P. Vranas
Its: Secretary

By: _____
Kevin Daly
Its: Board President

ATTEST:

VILLAGE OF LINCOLNWOOD
an Illinois home rule municipal corporation

By: _____
Beryl Herman
Its: Village Clerk

By: _____
Jesal Patel
Its: Village President

