

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
FOREST PRESERVE DISTRICT OF COOK COUNTY AND THE
VILLAGE OF SKOKIE PROVIDING FOR A LICENSE AGREEMENT
FOR THE CONSTRUCTION AND MAINTENANCE OF A PARKING
LOT ON WOODS DRIVE NORTH OF GOLF ROAD, SKOKIE, ILLINOIS**

1 **THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into by and
2 between the Forest Preserve District of Cook County (the "**DISTRICT**"), an Illinois Special
3 District, as a "Licensor" and the Village of Skokie (the "**VILLAGE**"), an Illinois Home Rule
4 Municipal Corporation, as a "Licensee." Each of the foregoing are hereinafter collectively
5 referred to as "the Parties."

6 **WITNESSETH:**

7 **WHEREAS**, Article VII Section 10 of the Constitution of the State of Illinois
8 authorizes and encourages units of local government to contract or otherwise associate
9 among themselves and with the State to obtain or share services and to exercise, combine,
10 or transfer any power or function; and

11 **WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.,
12 authorizes and encourages cooperative agreements between units of Illinois' state and local
13 governments; and

14 **WHEREAS**, the Parties have determined that it is in their best interests to construct
15 a 117 vehicle parking lot (hereinafter "parking lot") and soccer field on Woods Drive north of
16 Golf Road, Skokie, Illinois; a diagram indicating the location and dimensions of the parking
17 lot and soccer field is attached hereto, marked Exhibit "A" and hereby made a part of this
18 Agreement; and

19 **WHEREAS**, the aforesaid parking lot is to be built on **DISTRICT** property, in the
20 Harms Woods Forest Preserve, Skokie, Cook County, Illinois; and

21 **WHEREAS**, the parking lot is to be used in conjunction with the proposed soccer
22 field on adjacent **DISTRICT** property and the proposed museum on the east side of Woods
23 Drive as depicted on Exhibit "A" attached hereto; and

24 **WHEREAS**, the **VILLAGE** shall submit plans and specifications to the **DISTRICT**
25 for the **DISTRICT's** approval; and

26 **WHEREAS**, the **VILLAGE** will undertake or enter into an agreement with the
27 Developer of the museum on the east side of Woods Drive (hereinafter "Developer") for the
28 responsibility and expense for the construction, maintenance and future repair of the
29 parking lot which shall be subject to the approval of the **DISTRICT**; and

1 **WHEREAS**, the Illinois State Statute, 70 ILCS 8 10/8 and Section 2-3-1 of the
2 **DISTRICT's** Code authorizes the **DISTRICT** to grant licenses for the construction, use and
3 maintenance of structures on its property, as well as for public works and further provides
4 that any structure erected on **DISTRICT** property shall immediately become the property of
5 the **DISTRICT**; and

6 **WHEREAS**, the purpose of this Intergovernmental Agreement is limited to the
7 construction, maintenance and future repair of the parking lot and development of the
8 soccer field;

9 **NOW, THEREFORE**, in consideration of the mutual promises, terms and conditions
10 set forth herein, and in the spirit of intergovernmental cooperation, the Parties agree as
11 follows:

- 12 1. **INCORPORATION OF PREAMBLES.** The preambles set forth above are
13 incorporated herein and made a part hereof as if fully set forth in this paragraph 1.
- 14 2. **LEAD PARTY.** Each Party designates the **VILLAGE** as the Lead Party for the
15 construction of the parking lot. In its capacity as the Lead Party, the **VILLAGE** shall
16 be responsible for procuring and coordinating or entering into a third party
17 agreement for all aspects of the construction and maintenance of the parking lot
18 including using a designated Developer.
- 19 3. **SOCCER FIELD.** The Village shall improve the soccer field by providing grading,
20 topsoil and seeding to the satisfaction of the **DISTRICT**.
- 21 4. **CONTRACT APPROVAL.** The **DISTRICT** shall be provided with and approve all
22 contracts and plans before execution by the **VILLAGE**.
- 23 5. **PERMANENT FIXTURES.** No lights, signs or other permanent fixtures are to be
24 erected or installed without the prior written consent of the **DISTRICT**.
- 25 6. **LICENSE.** This Agreement shall constitute a License for the **VILLAGE** to construct,
26 install, maintain, repair, replace, remove and use (collectively, "construct and repair")
27 the parking lot perpetually (the "Term").
 - 28 a. **Ingress and Egress.** The **VILLAGE**, and its employees, contractors,
29 suppliers, servicemen and invitees are further granted the right of ingress
30 and egress to the section of Harms Woods where the construction of the
31 parking lot will take place for the purpose of said construction.
 - 32 b. **Hours of Operation.** The **VILLAGE** is permitted to exercise its rights
33 under this Agreement regarding construction, repair and operations from
34 dusk till dawn. Notwithstanding the foregoing, if the **VILLAGE** desires
35 access to the parking lot after public hours of operation, except in cases
36 of emergency, the **VILLAGE** shall notify the **DISTRICT** five days in
37 advance and the **VILLAGE** shall be responsible for securing the property
38 and provide the **DISTRICT** with a description of the activities, scheduling
39 and staffing.

1 c. **Contracts and operational schedules.** The **DISTRICT** shall have the
2 right to review and approve all contracts and all construction operational
3 schedules prior to execution by the **VILLAGE**.

4 7. **CONSTRUCTION AND REPAIR COSTS.** The cost to construct and keep the
5 parking lot in good repair during the Term shall be borne by the **VILLAGE**. The
6 **DISTRICT** shall not incur costs related to the construction or maintenance of the
7 parking lot or costs related to the construction of the soccer field, however, the
8 **DISTRICT** shall perform routine landscaping maintenance for the soccer field. The
9 **VILLAGE** may, subject to the approval of the **DISTRICT**, enter into an agreement
10 with a third party for the construction and maintenance of the parking lot and/or the
11 construction of the soccer field.

12 8. **VILLAGE'S CONTRACTUAL RIGHTS.**

13 a. (1) The **VILLAGE** shall have the right to perform work on, to retain
14 contractors to perform work on or enter into an agreement with the
15 Developer or a third party for the parking lot as necessary for the
16 development, maintenance and repair of the parking lot pursuant
17 to this Agreement.

18 (2) The **VILLAGE** shall submit to the **DISTRICT** a detailed
19 construction schedule. The **VILLAGE** shall continue to consult
20 with the **DISTRICT** regarding construction and operational
21 schedules to minimize any interference with the **DISTRICT's**
22 scheduled activities.

23 b. The **VILLAGE** shall not occupy or use the parking lot for any purpose,
24 act or event that is in violation of any public law, ordinance or
25 governmental regulation. The **VILLAGE** shall not do or permit anything
26 to be done upon the parking lot that creates a nuisance in any way. All
27 laws, codes and ordinances enacted by the **DISTRICT** shall apply and
28 must be followed by the **VILLAGE** and its Contractors.

29 9. **Construction Agreement.** The **VILLAGE** will enter into a Contract for the
30 construction of the parking lot. Pursuant to its role as the Lead Party, the **VILLAGE**
31 shall do the following:

32 a. Monitor the performance of construction work and serve as a liaison
33 between the respective Parties and the construction company. With the
34 cooperation of the **DISTRICT**, the **VILLAGE** shall supply its contractor
35 with the information and documents the contractor needs for the
36 construction of the parking lot; and

37 b. Execute, including payment of invoices for work completed, all of the
38 **VILLAGE's** obligations under the contract with the construction company,
39 unless the **VILLAGE** is excused from performance thereunder due to
40 breach by the Contractor; and

41 c. Assist each Party with documentation reasonably necessary for
42 informational or financial purposes regarding the construction of said
43 parking lot.

1 d. Before construction or repair commences, the **DISTRICT** shall be
2 furnished with a copy of all contracts and plans related to the construction
3 or repair of said parking lot and give its approval before work begins. The
4 **DISTRICT** shall have the right to monitor construction and repair of said
5 parking lot and insist that the parking lot is constructed according to the
6 approved plans as well as within proper time periods.

7 10. **Use of the Parking Lot.** The Parties agree that the parking lot will be available for
8 the use and benefit of the general public subject to the rules and guidelines of the
9 **DISTRICT** relating to parking lot usage. The parking lot shall be available for use in
10 conjunction with the anticipated museum development on the east side of Woods
11 Drive for as long as such museum exists.

12 11. **Necessary Permits.** The **VILLAGE** shall prior to construction obtain the required
13 permits, for the parking lot, from appropriate federal, state or local governmental
14 agencies. As the owner of the real estate, the **DISTRICT** agrees to fully cooperate
15 with the **VILLAGE** and/or the Developer and its representatives in its applications for
16 appropriate permits.

17 12. **Electricity.** If needed, the **DISTRICT** hereby grants the **VILLAGE** the right to have
18 electricity installed to serve the **VILLAGE's** construction of the parking lot. The
19 **DISTRICT** agrees to cooperate with the **VILLAGE** by granting approvals, licenses or
20 permits reasonably necessary to obtain electricity service. Provided, however, that
21 the required installation must meet the **DISTRICT's** normal guidelines.

22 The **VILLAGE** shall pay the cost of the installation, maintenance and operation of
23 the utility. The **VILLAGE** shall arrange for electricity bills to be billed directly to the
24 **VILLAGE**.

25 13. **Repairs.** During the Term and any extension thereof, the **VILLAGE** shall keep said
26 parking lot in good repair at its own cost and expense. The **VILLAGE** shall be
27 responsible for any and all repairs necessary to maintain the safety of the parking
28 lot, including, re-paving, repairs, filling of cracks and the repair of any structural
29 problems. Upon failure of the **VILLAGE** to properly keep the parking lot in good
30 repair, upon due notice, the **DISTRICT** shall have the right to cause the same to be
31 done, and it is understood and agreed that the **VILLAGE** shall reimburse the
32 **DISTRICT** for cost or expense of such repair.

33 14. **Ownership of Parking Lot.**

- 34 a. The **VILLAGE** and the **DISTRICT** agree that the parking lot, once
35 installed, shall become the property of the **DISTRICT**. **DISTRICT** signage
36 shall be placed on the property and **DISTRICT** rules and regulations shall
37 govern the use of the parking lot.
- 38 b. All Parties agree that the parking lot is for the use of the general public
39 and shall be used in accordance with the rules and regulations of the
40 **DISTRICT**.

1 c. Notwithstanding the **DISTRICT's** ownership of the parking lot, the
2 **VILLAGE** shall remain responsible for keeping the parking lot in good
3 repair as set forth in this Agreement, and the indemnification set forth in
4 this Agreement shall remain in full force and effect.

5 15. **No Estate in Land.** This Agreement creates a license only to construct, maintain
6 and repair the parking lot. The **VILLAGE** does not hold and shall not claim at any
7 time any interest or estate of any kind or extent whatsoever in the **DISTRICT**
8 property by virtue of this License.

9 16. **Public Convenience and Safety.** The **VILLAGE** shall at all times conduct the
10 construction or repair in such manner as to cause the least inconvenience and
11 greatest protection to the general public. The **VILLAGE** shall furnish and maintain
12 barricades, temporary fencing and warning signs as may be necessary to protect the
13 construction or repair and safeguard the public.

14 17. **Construction Operations.** All construction operations, including vehicle
15 movements and material storage, shall take place within the width required for
16 construction. If temporary fencing is required all operations shall take place within
17 said fenced area.

18 All surplus excavated material, trees or stumps removed, and any other debris
19 resulting from construction shall be disposed of off of **DISTRICT** property at the
20 **VILLAGE's** expense. All property disturbed as the result of construction that is not
21 utilized, as part of the parking lot shall be restored to its pre-construction condition at
22 the **VILLAGE's** expense.

23 18. **Temporary Fencing.** All temporary fencing required shall be installed prior to the
24 commencement of any construction operations. All fencing shall be maintained in
25 place throughout construction and shall be repaired as needed by the **VILLAGE**. All
26 fencing is to remain in place until after the project has been completed. After
27 acceptance of restoration by the **DISTRICT** all temporary fencing shall be removed
28 from the site and disposed of off **DISTRICT** property at the sole expense of the
29 **VILLAGE**.

30 19. **Restoration after Construction.** All areas disturbed by construction operations
31 shall be top-dressed after final settlement with topsoil to a depth of six (6) inches,
32 cultivated, fine graded, seeded and mulched as directed by the **DISTRICT**.

33 20. **Landscape Contractor.** The **VILLAGE** shall submit a landscape plan for approval
34 by the **DISTRICT**.

35 21. **Indemnification and Waiver of Claims.** To the extent permitted by law, the
36 **VILLAGE** shall protect, indemnify, defend and save harmless the **DISTRICT**, its
37 Commissioners, officers, agents, servants and employees from and against any and
38 all liabilities, losses, damages, costs, expenses, attorney fees, causes of actions,
39 suits, claims, damages or judgments of any nature whatsoever arising from the
40 **VILLAGE's** construction, maintenance and repair of the parking lot. To the extent
41 permitted by law, the **VILLAGE** hereby waives all claims for recovery from the

1 **DISTRICT**, its Commissioners, officers, agents, servants and employees for any loss
2 or damage to any of its personal property arising from this Agreement. The Village
3 shall have the Developer and Independent Contractor, if any, provide the District
4 with their Indemnification as set out herein.

5 22. **Insurance and Casualty.** The **VILLAGE** shall be covered by self-insurance as set
6 out in Paragraph 22 and shall have the Developer and Contractor maintain the
7 following insurance coverage relating to the construction, maintenance and repair of
8 the parking lot:

- 9 a. Worker's Compensation and Occupation Disease Insurance, in accordance with
10 the laws of the State of Illinois, or any other applicable jurisdiction, covering all
11 employees who are to provide a service under this Agreement. Employer's
12 liability coverage with limits of not less than \$500,000.00 for bodily injury by each
13 accident, \$500,000.00 bodily injury by disease each employee, \$500,000.00
14 bodily injury by disease policy limit, or such lesser amount as may satisfy carriers
15 of the **VILLAGE's** or Developer's umbrella liability coverage.
- 16 b. Commercial General Liability Insurance (Primary and Umbrella): Commercial
17 General Liability Insurance or equivalent with limits of not less than
18 \$2,000,000.00 combined single limits per occurrence and aggregate for bodily
19 injury, property damage and personal injury.
- 20 c. Automobile Liability Insurance (Primary and Umbrella) Commercial Automobile
21 Liability Insurance covering owned, non-owned, and hired vehicles, including the
22 loading and unloading thereof, with limits of not less than \$1,000,000 per
23 occurrence combined single limit, for bodily injury and property damage.
- 24 d. Insurance Requirements: All policies of insurance required hereunder shall be
25 written by carriers which possess a B+ policyholders rating or better and a
26 minimum Class VIII financial size category as listed at the time of issuance by
27 A.M. Best Insurance Reports (the aforesaid rating classifications to be adjusted if
28 and to the extent that Best adjusts its rating categories).

29 All policies of commercial general liability insurance shall name the **DISTRICT** as
30 an Additional Insured with proper endorsement for any and all injury, damage,
31 liability, expenses or judgments arising out of the construction maintenance and
32 repair of the parking lot.

33 All policies shall provide that they may not be canceled, renewed or reduced
34 unless at least thirty days' prior written notice thereof has been given to the
35 Additional Insured.

- 36 e. Insurance Certificates: The **VILLAGE** shall have the Developer and Contractor
37 furnish Insurance Certificates with the **DISTRICT** as Additional Insured, as
38 evidence of the required insurance coverage. No construction shall commence
39 prior to the **DISTRICT's** approval of the insurance coverage.

40 **Casualty.** In the event the parking lot shall be damaged or destroyed by fire or other
41 casualty, the **VILLAGE** may seek to have same promptly repaired or rebuilt.
42 Alternatively, the **VILLAGE** may elect at their sole option, not to seek the repair or
43 reconstruction of the parking lot damaged or destroyed by fire or other casualty, and
44 this License shall terminate upon written notice of such election. In the event of such

1 termination, the **VILLAGE** shall restore the property to as near as practicable the
2 condition that existed prior to the construction of the parking lot.

3 23. **Self-Insurance.** The **VILLAGE's** self-insurance program shall satisfy any
4 obligations the **VILLAGE** is obligated to provide for insurance coverage in
5 accordance with the terms of this Agreement. In this regard the **VILLAGE**
6 represents that as of the date of this Agreement, it is self-insured up to the sum of
7 one million dollars and is a member of the "High-Level Excess Liability Pool", a
8 municipal cooperative of 14 municipalities providing joint self-insurance to its
9 members in a minimum amount of five million dollars per occurrence for claims in
10 excess of one million dollars. The **VILLAGE** will maintain self-insurance levels or
11 conventional insurance no less than herein described during the term of the license
12 granted hereunder.

13 24. **Performance and Payment Security.** If the **VILLAGE** herein elects to construct
14 the parking lot through the services of an independent contractor, then the **VILLAGE**
15 shall require the said independent contractor to execute a Performance and
16 Payment Bond in the full amount of the contract. The Performance Bond and
17 Payment Bond shall indicate both the **DISTRICT** and the **VILLAGE** as Owners of the
18 Bond.

19 25. **Termination.**

- 20 a. If the **DISTRICT** or the **VILLAGE** at any time be in default in the performance of
21 any of the terms, conditions or provisions of this Agreement and the defaulting
22 Party shall fail to remedy or commence to remedy with diligence and dispatch
23 such default within sixty (60) days after written notice thereof from the non-
24 defaulting Party, it shall be lawful for the non-defaulting Party to terminate this
25 Agreement.
- 26 b. Notwithstanding the termination of this License, the **DISTRICT** shall retain all
27 ownership of the parking lot.
- 28 c. Notwithstanding any other provision contained herein, it is specifically agreed
29 that the **VILLAGE** will leave any installed utility lines upon termination of this
30 Agreement.

31 26. **Interpretations.** The paragraph headings appearing in this Agreement have been
32 inserted for the purpose of convenience and ready reference. They do not purport to
33 and shall not be deemed to define, limit, or extend the scope of the intent of the
34 paragraph to which they pertain. The Parties have consulted legal counsel regarding
35 the terms of this Agreement and this Agreement shall be interpreted without applying
36 any rule of construction against the drafting Party.

37 27. **Governing Law.** This Agreement is governed by and shall be construed according
38 to the laws of the State of Illinois.

39 28. **Severability.** In the event that any provisions(s) of this Agreement is determined to
40 be legally invalid, the Parties agree that particular provision shall be null and void,
41 but the remainder of this Agreement shall remain in full force and effect.

- 1 29. **No Third Party Beneficiaries.** The Parties agree that this Agreement is solely for
 2 the benefit of the Parties and nothing herein is intended to create any rights or
 3 remedies on any persons other than the Parties.
- 4 30. **Representatives.** Before or immediately upon Execution of this Agreement, the
 5 Parties shall each designate, in writing, a single individual on their respective staffs
 6 who will represent the Parties as a primary contact in all matters under this
 7 Agreement. The **VILLAGE** designates Albert J. Rigoni, Village Manager, at the
 8 address set forth in paragraph 29. The **DISTRICT** designates Joseph N. Nevius,
 9 General Superintendent, at the address set forth in paragraph 29.
- 10 31. **Cooperation.** If any Party has reason to believe that a violation of this Agreement
 11 has occurred or is about to occur, written notice thereof specifying in detail the
 12 violation and the facts supporting the claim shall be served upon the other Party.
 13 The Parties agree to act in good faith and to cooperate with each other to resolve
 14 any disputes that may arise in the performance of this Agreement. In the event that
 15 a dispute cannot be resolved in good faith and through cooperation, then the Parties
 16 may use any legal action or proceeding, whether at law or in equity, to enforce any
 17 provision of this Agreement and to recover any damages including, but not limited to,
 18 reasonable attorney fees.
- 19 32. **Transfers.** No Party shall sell, assign or otherwise transfer its interest under this
 20 Agreement without the written approval of the other Party. The provisions set forth
 21 in this Agreement shall be binding upon and inure to the benefit of the approved
 22 successors and assigns of the Parties.
- 23 33. **Notices.** All notices required or to be given pursuant hereto shall be in writing and
 24 either delivered personally, by a nationally recognized "over-night" courier service,
 25 mailed by United States certified or registered mail, postage prepaid, or facsimile
 26 transmission addressed to **VILLAGE** and **DISTRICT** as follows:

<p>If to VILLAGE:</p> <p>Village of Skokie 5127 Oakton Street Skokie, IL 60077 Attention: Village Clerk</p> <p>With copies to: Village Manager 5127 Oakton Street Skokie, IL 60077</p> <p>Corporation Counsel 5127 Oakton Street Skokie, IL 60077</p>	<p>If to the PROPERTY OWNER:</p> <p>Forest Preserve District of Cook County 536 North Harlem Avenue River Forest, IL 60305 Attention: General Superintendent</p> <p>With copies to: Carl McCormick Chief Attorney 69 W. Washington Suite 2220 Chicago, IL 60602</p>
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1 Notices shall be deemed effective and properly delivered and received when and if
2 either:

- 3 a. personally delivered;
- 4 b. delivered by Federal Express or other overnight courier, prepaid;
- 5 c. deposited in the U.S. Mail, by registered or certified mail, return receipt
6 requested; or
- 7 d. by facsimile or electronic transmission, if a hard copy of the same with proof
8 of transmission is mailed on the date of transmission.

9 Either Party may change the names and addresses of the persons to whom notices
10 or copies thereof shall be delivered, by written notice to the other Party, as the case
11 may be, in the manner herein provided for the service of notice.

12 34. **Execution.** This Agreement may be executed in counterparts, each of which shall
13 constitute an original, but all of which, when taken together, shall constitute but one
14 Agreement. All executed counterparts shall be returned to Carl McCormick, Chief
15 Attorney of the Forest Preserve District of Cook County, at 69 W. Washington Street,
16 Suite 2220, Chicago, Illinois 60602. Upon receipt, the Forest Preserve District will
17 assemble the counterparts into two Agreements with original signatures and shall
18 send one agreement to each of those specified in paragraph 29.

19 35. **Incorporation.** The provisions set forth herein represent the entire agreement
20 between the Parties and supersede any previous oral or written agreements. It is the
21 intent of the Parties to provide for integration of all prior agreements and
22 understandings within the terms of this Agreement. No provision may be modified in
23 any respect unless such modification is in writing and signed by each Party.

24 36. **Prior Notice.** **VILLAGE** or Developer shall give forty-eight (48) hours prior notice to
25 the General Superintendent of the **DISTRICT**, or his authorized representative,
26 before starting any of the aforesaid work.

27 37. **Requirements before beginning Construction.** Prior to construction the
28 **DISTRICT** must review and approve the final alignment, final plans and construction
29 specifications of the proposed parking lot and all requirements regarding insurance
30 and bonds must be met.

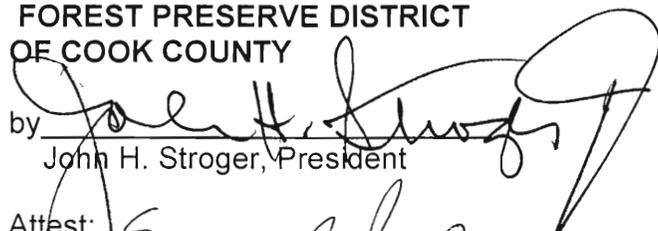
31 38. **Final approval.** This Agreement is subject to the approval of the Mayor and Board
32 of Trustees of the **VILLAGE** and the Board of the Forest Preserve District of Cook
33 County. If either the Mayor and Board of Trustees or the Board of the Forest
34 Preserve District of Cook County fail to approve this Agreement, there shall be no
35 liability or future obligations on the part of either Party and this Agreement shall
36 become null and void and of no further force and effect.

37 39. **Village Obligations.** Nothing in this Agreement shall obligate the **VILLAGE** to
38 construct or maintain the museum or soccer field, which are depicted on Exhibit "A".

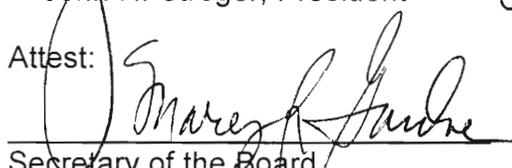
- 1 40. **Museum Development.** In the event the property on the east side of Woods Drive
2 is not developed with a museum, at the option of the **VILLAGE**, this Agreement shall
3 become null and void and of no further force and effect.
- 4 41. **Amendments.** This Agreement may be amended only in writing with approval of
5 both the Parties.
- 6 42. **Effective Date.** This Agreement/License shall become effective upon signature of
7 all interested parties.
- 8 43. **Signatures.** The Parties, each acting with due authority, have executed this
9 Agreement by setting forth their respective signatures.

10 **IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the 6
11 day of February 2003.

12 **FOREST PRESERVE DISTRICT**
13 **OF COOK COUNTY**

14
15 by 
16 John H. Stroger, President

17 Attest:

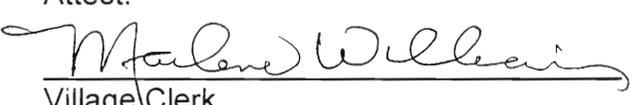
18
19 
20 Secretary of the Board

21 Date: 02/06/03
22
23

VILLAGE OF SKOKIE

by 
George Van Dusen, Mayor

Attest:


Village Clerk

Date: _____

PROPOSED EDGE OF PAVEMENT

PROPOSED BACK OF CURB

R.O.W. LINE

TO
OLD
ORCHARD
ROAD

Total parking spaces = 107

WOODS DRIVE

WOODS DRIVE

GOLF ROAD

EXHIBIT "A"

