

INTERGOVERNMENTAL AGREEMENT

PARKING ENFORCEMENT

This agreement made this 10th day of March, 2020, between the City of Oregon, a unit of local government in Ogle County, Illinois (the "City") and the Oregon Community Unit School District 220, a unit of local government in Ogle County, Illinois (the "District").

- A. Whereas, the City has equipped, maintained and operated a police force for many years; and
- B. Whereas, the District has determined that it needs the services of a properly equipped police department from time to time in order to promote and maintain the security and safety of its school parking lots and enforce parking restrictions on school property; and
- C. Whereas, the community will benefit by the cooperation evidenced by the agreements between the public bodies hereto; and
- D. Whereas, pursuant to Illinois State Statute, specifically 625 ILCS 5/11-209, these parties are permitted to enter into this cooperative agreement; and
- E. Whereas, the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes state and local governing bodies to cooperate in the performance of their responsibilities by contract and other agreements.

NOW THEREFORE, in exchange for good and valuable consideration, the sufficiency of which is acknowledged by the Parties, and the terms and conditions contained herein, it therefore agreed between the parties as follows:

1. The City will provide parking enforcement to the District through normal City Police Department patrols which will include all school owned and leased property in the City, and respond to specific request for aid by the District and to generally enforce the applicable laws of the City, the State of Illinois, and the United States as described herein:
 - a. Erecting stop signs, flashing signals, person with disabilities parking are signs, and/or yield signs at specified locations in the district parking areas, as well as adopting appropriate regulations thereto pertaining as the sole expense of the District.
 - b. Designating any intersection in the parking area as a stop intersection or yield intersection.
 - c. Prohibiting or regulating the turning of vehicles or specified types of vehicle at intersections or other designated location in the parking area.
 - d. Regulating the crossing of any roadway in the parking area by pedestrians.
 - e. Designating any separate roadway in the parking are for one-way traffic.

- f. Establishing and regulating loading zones within the parking area.
 - g. Prohibiting, regulating, restricting or limiting stopping, standing, or parking of vehicles in specified areas of the parking area.
 - h. Designating safety zones in the parking area and fire lanes.
 - i. Providing for the removal and storage of vehicles parked or abandoned in the parking area during snow storms, floods, fires or other public emergencies or when such vehicles are found unattended in the parking area where they constitute an obstruction to traffic or where stopping, standing or parking is prohibited. The City may provide for the payment of reasonable charges for such removal and storage by the owner or operator of any such vehicle.
 - j. Adopting any additional rules and regulations with respect to traffic and parking in the parking area as may be required for the safety and conveniences of the public and users of the parking area.
2. The District shall compensate the City for human resources and equipment for the aforementioned services by allowing the City to receive any and all fine money or other revenues generated by the City's actions hereunder.
3. The City shall be responsible for prosecuting parking violations.
4. This agreement will be in effect upon the signing of this document by the District and the City, and after three (3) days have elapsed, a copy of this agreement will be recorded in the office of the Recorder of Ogle County. This agreement will be reviewed annually between December 1st and December 31st of each year (the "Review Period"), and the agreement is subject to renegotiation or termination at any time within the Review Period in any given year. This agreement shall not exceed 20 years in duration, but further agreements may be entered into between these parties after this agreement has expired. Either party may terminate this agreement by giving 30 days' written notice to the other party of such intention to terminate the agreement. For purposes of this paragraph, such notice of termination should be directed to either the Mayor, on behalf of the City, or the President of the School Board, on behalf of the District.
5. The parties hereto shall take such other steps and execute such other documents as are necessary or advisable to accomplish the intent of this agreement.
6. The District shall protect, indemnify, safe and hold forever harmless the City and/or its officers, employees, and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expense, including without limitation, court costs, insurance deductibles and attorneys' fees and expenses, which the City and/or its officers, employees and agents may incur, suffer or sustain, or for which the City and/or its officers, employees, and agents may become obligated by reason of any accident, injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of Federal Civil Rights Statutes), arising

indirectly or directly in connections with or under, or as a results of, this Agreement by virtue of any act or omission of any of the District's officers, employees, and/or agents, and also, by virtue of any act or omission or the city officer under the terms of this Agreement but only to the extent that the City insurance(or self-insurance plan) coverage for acts or omissions of its officers is exhausted or otherwise unavailable. The District will name the City as an additional insured.

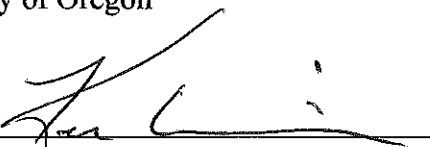
7. The City shall protect, indemnify, save and hold forever harmless the District and/or its officers, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including without limitation, court cost, insurance deductibles and attorneys' fees and expense, which the District and/or its officers, employees, and agents may incur, suffer or sustain, or for which the City and/or its officers, employees, and agents may become obligated by reason of any accident, injury to or death of person or loss of or damage to property, or civil and/or constitutional infringements of rights (specifically including violations of Federal Civil Rights Statutes, arising indirectly or directly in connection with or under, or as a result of, this Agreement by virtue of any act or omission of any of the City officers, employees and/or agents, if such City officers, employees and or agents acted in a willful and wanton manner beyond the scope or authority of this Agreement.
8. If any provision of this agreement is determined to be invalid for any reason, such invalidation shall not render invalid other provisions of this agreement, which can be given effect without the invalid provision.

By the execution of this agreement, each officer certifies his authority to execute same on behalf of his respective public body.

THIS AGREEMENT is hereby executed as to the date first above written.

City of Oregon

Oregon School Board

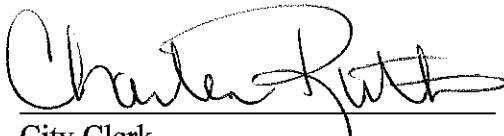


Mayor

President

ATTEST:

ATTEST:



City Clerk

Secretary