

**FUNDING GRANT AGREEMENT BETWEEN THE VILLAGE OF OAK PARK
AND THE PARK DISTRICT OF OAK PARK**

THIS FUNDING GRANT AGREEMENT (hereinafter referred to as “Agreement”) is entered this 3rd day of May, 2022, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”) and the Park District of Oak Park, an Illinois municipal corporation (hereinafter referred to as “Grantee”).

RECITALS

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may 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 may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (the “Act”) also authorizes intergovernmental cooperation and agreements; and

WHEREAS, the Village and the Park District are public agencies as that term is defined by the Act; and

WHEREAS, the Village has determined that it is in the public interest to provide the Grantee with a grant of funds in the amount of \$400,000 for use toward the Grantee’s construction of a net zero Community Recreation Center (hereinafter referred to as the “Project”) at the property located at 229 Madison Street, Oak Park Illinois, P.I.N. 16-07-102-008-0000 (hereinafter referred to as the “Property”), contingent on the Grantee receiving funding under a “Net Zero Energy Building Grant” from the Illinois Clean Energy Community Foundation in the amount of \$1,780,000.00.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the Village and the Grantee agree as follows:

1.0 RECITALS INCORPORATED.

1.1. The above recitals are incorporated herein as though fully set forth.

2.0 TERM OF AGREEMENT.

2.1. The term of this Agreement shall commence on May 3, 2022, and shall terminate on the date a certificate of occupancy is issued by the Village for the Project, unless earlier terminated by either party as set forth herein.

3.0 PAYMENTS TO GRANTEE.

3.1. In consideration of the Grantee undertaking and performing the Project, the Village shall pay to Grantee \$400,000 within thirty (30) days of the Grantee receiving funding under a "Net Zero Energy Building Grant" from the Illinois Clean Energy Community Foundation in the amount of \$1,780,000.00 or within thirty (30) days of the effective date of this Agreement, whichever comes later.

3.2. Payment pursuant to this Agreement is subject to the availability of funds and their appropriation and authorized expenditure pursuant to applicable law. The Village's obligations shall cease immediately without penalty or liability for further payment, if, the Village or any other funding source fails to appropriate, budget or otherwise make available sufficient funds for this grant.

3.3. Payments to Grantee under this Agreement shall be made payable in the name of Grantee and sent to the following person and place, or directly deposited into a financial account maintained by the Grantee:

Executive Director
Park District of Oak Park
218 Madison Street
Oak Park, Illinois 60302

Grantee may change the person to whom payments are sent, or the place to which payments are sent, by delivering 30 days prior written notice pursuant to Section 18.0 of this Agreement.

3.4. The Village's financial obligation under this Agreement shall not exceed the grant amount set forth in Section 3.1 of this Agreement.

4.0 GRANTEE'S AUTHORITY.

4.1. Grantee warrants that it is the real party in interest to this Agreement, that it is not acting for or on behalf of an undisclosed party, and that it possesses the legal authority to apply for this grant and to execute this Agreement. Any person binding the Grantee shall, when required, provide written evidence of the legal authority for his or her agency. The Grantee acknowledges that it has read, understood and agreed to all provisions of this Agreement.

5.0 GRANTEE'S RESPONSIBILITIES.

5.1. At the Village's request, Grantee shall also submit such written or verbal reports as reasonably deemed necessary by the Village Manager or the Village Manager's designee while this Agreement is in effect.

5.2. In connection with the foregoing and other actions to be taken under this Agreement, Grantee hereby designates Executive Director Jan Arnold as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Grantee and with the effect of binding Grantee. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Grantee as having been properly and legally given by the Grantee. Grantee shall have the right to change its authorized representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18.0 of this Agreement.

6.0 STATUS OF GRANTEE AND GRANTEE'S PERSONNEL OR CONTRACTED AGENTS.

6.1. All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be Grantee's employees, or contracted agents, and shall in all respects be subject to Grantee's rules and regulations governing its employees. Neither the Grantee, nor its personnel, nor its contracted agents shall be considered to be agents or employees of the Village.

7.0 UNEXPENDED FUNDS.

7.1. Any unexpended funds provided by the Village pursuant to this Agreement shall be maintained in a federally insured account by Grantee and shall be returned to the Village within thirty (30) days of the expiration of this Agreement.

8.0 LEGAL COMPLIANCE.

8.1. In addition to complying with the statutes and regulations specifically referenced in this Agreement, Grantee is responsible for determining the applicability of, and complying with, any other laws, regulations or ordinances.

8.2. Grantee shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, disability, creed, color, sex, age sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, nor otherwise commit an unfair employment practice.

8.3. Grantee shall take affirmative action to ensure that applicants are employed without regard to race, religion, handicap, creed, color, sex, age, sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, with such affirmative action, including but not limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay, other forms of compensation, or selection for training, including apprenticeship.

8.4. All applicable federal, state and local laws, rules and regulations applicable to this Agreement shall be deemed to be included in this Agreement as though fully set forth herein. Except where expressly required by applicable laws and regulations, the Village shall not be responsible for monitoring Grantee's compliance.

8.5. Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in its performance of this Agreement.

8.6. The Village is authorized to conduct reviews and conduct other procedures or practices regarding Grantee's compliance with this Section 8.0.

9.0 TERMINATION; SUSPENSION.

9.1. This Agreement may be terminated without cause by either party upon providing ninety (90) days written notice pursuant to Section 18.0 of its intention to terminate this Agreement.

9.2. During the term of this Agreement, the Village may terminate this Agreement for cause or suspend payments of grant funds due to: (1) use of funds in a manner inconsistent with this Agreement; (2) Grantee's failure to submit required documents pursuant to this Agreement; (3) Grantee's submission of incorrect or incomplete reports; or (4) Grantee's failure to perform in accordance with this Agreement.

9.3. In the event the Village elects to terminate this Agreement for cause or to suspend payments under this agreement for any reason set forth in this Agreement, the Village shall provide written notice pursuant to Section 18.0 to Grantee of its intention to terminate this Agreement for cause or suspend payments if Grantee fails to cure the noted deficiency within thirty (30) days after receipt of the notice. The written notice shall provide Grantee with a description of the alleged deficiency, and Grantee shall be afforded an opportunity to refute the statement of deficiency set forth in the notice prior to the Village's termination or suspension of payments. If Grantee fails to adequately refute the alleged deficiency, or fails to correct the deficiency within thirty (30) days of the Village's notice, the Village may terminate or suspend payment of any funds to be provided pursuant to this Agreement.

9.4. The Village's obligations under this Agreement shall cease immediately without penalty of further payment being required if the Village or other funding source fails to, budget, appropriate, or otherwise make available sufficient funds for this Agreement. In the event a lack of funding occurs in full or in part, the Village shall give the Grantee written notice pursuant to Section 18.0, which shall set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and changes in the approved budget.

10.0 TERMINATION; SUSPENSION.

10.1. During the term of this Agreement, the Village may terminate this Agreement for cause or suspend payments of grant funds due to: (1) use of funds in a manner inconsistent with this Agreement; (2) Grantee's failure to submit required documents pursuant to this Agreement; (3) Grantee's submission of incorrect or incomplete reports; or (4) Grantee's failure to perform in accordance with this Agreement.

10.2. In the event the Village elects to terminate this Agreement for cause or to suspend payments under this agreement for any reason set forth in this Agreement, the Village shall provide written notice pursuant to Section 18.0 to Grantee of its intention to terminate this Agreement for cause or suspend payments if Grantee fails to cure the noted deficiency within thirty (30) days after receipt of the notice. The written notice shall provide Grantee with a description of the alleged deficiency, and Grantee shall be afforded an opportunity to refute the statement of deficiency set forth in the notice prior to the Village's termination or suspension of payments. If Grantee fails to adequately refute the alleged deficiency, or fails to correct the deficiency within thirty (30) days of the Village's notice, the Village may terminate or suspend payment of any funds to be provided pursuant to this Agreement.

11.0 COVENANT NOT TO SUE.

11.1. Grantee forever releases and discharges the Village and its officials, officers, agents, employees and volunteers from all claims, demands, damages, actions or causes of action which arise out of the Village's performance of this Agreement.

11.2. Grantee covenants not to sue or otherwise bring any action in law or equity against the Village and its officials, officers, agents, employees or volunteers for any claims, loss, damage, expense, debt or liability of any nature whatsoever which the Grantee may sustain arising out of the Village's performance of this Agreement.

12.0 NON-WAIVER OF RIGHTS.

12.1 Any failure on the part of the Village to exercise any right under this Agreement shall not be construed as a waiver of that right.

13.0 NON-ASSIGNMENT AND SUCCESSORS IN INTEREST.

13.1. This Agreement shall not be assigned, sublet, or transferred by either party hereto.

13.2. The parties each bind themselves and their successors, and assigns to the other party of this Agreement and to the successors, and assigns of such other party in respect to all covenants of this Agreement.

13.3. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Village, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and Grantee.

14.0 MODIFICATION AND AMENDMENT.

14.1. This Agreement may only be amended or modified by a written instrument, signed by the parties hereto, other than modifications required by changes in federal or state law or regulations or required by Village ordinance applicable to this Agreement. No amendment or modification of this Agreement shall be valid or enforceable unless in writing and signed by the authorized representatives of the parties.

14.2 This Agreement is subject to such modifications as the Village determines may be required by changes in federal, state or local law or regulations. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein. The Village shall notify the Grantee of any change in law or regulation of which it has notice.

15.0 CONFLICT OF INTEREST.

15.1. The Grantee shall establish safeguards to prohibit its officers, agents and employees from using Village funds for their own private use.

15.2. No Village officer or employee may be hired or paid with funds derived directly or indirectly through this Agreement.

15.4. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Project pursuant to this Agreement. Grantee further covenants that in the performance under this Agreement, no person having a conflict of interest shall be employed by Grantee.

16.0 NO COLLUSION.

17.1. Grantee hereby represents and certifies that Grantee is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Grantee is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Grantee hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Grantee has in procuring this Agreement, colluded with any other person, firm, or corporation, then Grantee shall be liable to the Village

for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

17.0 GOVERNING LAW AND VENUE.

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17.2. Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

18.0 NOTICE.

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Email: villagemanager@oak-park.us

Jan Arnold
Executive Director
Park District of Oak Park
218 Madison Street
Oak Park, Illinois 60302
Email: jan.arnold@pdop.org

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by email transmission shall be effective as of date and time of email transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

19.0 ENTIRE AGREEMENT.

19.1. This Agreement represents the entire agreement between the parties and supersedes all previous communications or understandings, whether oral or written.

19.2. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

20.0 SAVINGS CLAUSE.

20.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of it requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

21.0 CAPTIONS AND PARAGRAPH HEADINGS.

21.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

22.0 AUTHORIZATIONS.

22.1. Grantee's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by Grantee's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk hereby warrant that they have been lawfully authorized by the Village Board to execute this Agreement. Grantee and the Village shall deliver, upon request, to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement.

23.0 HEADINGS AND TITLES.

23.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

24.0 COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

24.1. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

24.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

25.0 EFFECTIVE DATE.

25.1. This Agreement shall take effect on the last date of its execution by one of the parties as reflected below.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF the parties to this Agreement by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms as of the date first written above.

VILLAGE OF OAK PARK

PARK DISTRICT OF OAK PARK

By: Kevin J. Jackson
Its: Village Manager

By: Kassie Porreca
Its: Board President

Date: _____, 2022

Date: _____, 2022

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By: Chris Wollmuth
Its: Board Secretary

Date: _____, 2022

Date: _____, 2022