

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF OAK PARK AND THE PARK DISTRICT OF OAK PARK FOR THE TRANSFER OF THE DOLE CENTER

THIS INTERGOVERNMENTAL AGREEMENT (this "*Agreement*") is made and entered into as of March ____, 2019, (the "*Effective Date*") by and between the VILLAGE OF OAK PARK, Cook County, Illinois, a municipality and political subdivision of the State of Illinois and a "home rule unit" pursuant to Article VII, Section 6 of the Illinois Constitution of 1970 (the "*Village*"), and the PARK DISTRICT OF OAK PARK, Cook County, Illinois, a park district pursuant to the Illinois Park District Code, 70 ILCS 1205, and body politic and corporate of the State of Illinois (the "*Park District*").

R E C I T A L S :

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), authorize the Village and the Park District to contract to perform any governmental service, activity, or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority that either the Village or the Park District is authorized to perform; and

WHEREAS, the Village and the Park District (collectively referred to as the "*Parties*") are public agencies as that term is defined by the Act, 5 ILCS 220/2; and

WHEREAS, the Village Board of Trustees has determined that the conveyance and transfer of ownership of the real property and improvements known as the Dole Center (the "*Subject Property*"), as legally described in the quit claim deed attached to and by this reference incorporated into this Agreement as Exhibit A (the "*Quit Claim Deed*"), is necessary and convenient to the Village and the Park District; and

WHEREAS, the Illinois Local Government Property Transfer Act (50 ILCS 605/0.01 *et seq.*) provides that municipalities and park districts may transfer real property to each other on terms proved by their corporate authorities; and

WHEREAS, pursuant to the Illinois Intergovernmental Cooperation Act and the Illinois Local Government Property Transfer Act the Village has determined that it is in the best interests of the Village to convey the Subject Property to the Park District; and

WHEREAS, on March 18, 2019, the Village adopted Resolution No. 19-108 authorizing the transfer of the Subject Property to the Park District; and

WHEREAS, the Park District will adopt an ordinance in substantially the form attached to and by this reference incorporated into this Agreement as Exhibit B (the "*Ordinance*") to accept the conveyance and transfer of ownership of the Subject Property to the Park District pursuant to the Quit Claim Deed; and

WHEREAS, the Park District will take title to the Subject Property pursuant to the Quit Claim Deed subject to that portion of the restriction contained in Deed of Conveyance of the Subject Property to the Village dated November 2, 1939 that provides the Subject Property

“shall be used . . . for a public library, [and] public recreational center, or . . . for such other public purpose;” and

WHEREAS, the Village and the Park District have determined to enter into this Agreement for the conveyance and transfer of ownership the Subject Property to the Park District.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement and other good and valuable consideration the receipt of which is hereby acknowledged by the Parties, the Village and the Park District agree as follows:

SECTION 1. RECITALS INCORPORATED

The Recitals are incorporated into this Agreement by this reference as substantive provisions of this Agreement.

SECTION 2. TRANSFER OF SUBJECT PROPERTY

A. Conveyance and Transfer of the Subject Property. The Village conveys and transfers ownership of the Subject Property to the Park District pursuant to the Quit Claim Deed, and will vacate the Subject Property, within 90 days after the adoption of the Park District’s Ordinance. The Quit Claim Deed will be recorded with the Cook County Recorder of Deeds on or about May 31, 2019, or within the 90-day period.

B. Acceptance of Subject Property; Use Restrictions. The Park District accepts the conveyance of the Subject Property and accepts the Subject Property in as-is condition as of the date of the conveyance. The Park District will use the Subject Property for the purposes of public recreational activities and programs of the Park District.

C. Current Tenants. The Park District will assume, as part of the conveyance of the Subject Property, the current terms and conditions of the existing Intergovernmental Agreement with the Oak Park Public Library and the existing Lease Agreement with the Oak Park Society of Model Engineers, both of which are attached hereto and by this reference incorporated into this Agreement as Exhibit C. Upon assuming the Intergovernmental Agreement and the Lease Agreement, the Park District will have sole responsibility and authority for the relationships with those two entities.

SECTION 3. FIRST RIGHT OF REFUSAL

The Park District hereby grants to the Village a first right of refusal to purchase the Subject Property if at any time the Park District undertakes to sell the Subject Property or otherwise determines to abandon or to demolish the building located on the Subject Property. The Park District will give the Village written notice of the Park District’s intention to sell the Subject Property or abandon or demolish the building. The notice will state that the Village may purchase the Subject Property in its then-current condition for \$1.00 and that the Village will have 90 days after the date of the notice to determine whether to purchase Subject Property. If the Village determines to purchase the Subject Property, then the Village must memorialize

that determination in a written agreement with the Park District within 90 days after the date of the notice.

SECTION 4. PRIOR AGREEMENTS NO LONGER IN EFFECT

This Agreement supersedes and replaces all prior agreements between the Village and the Park District regarding the Subject Property.

SECTION 5. ENTIRE AGREEMENT

This Agreement is the entire agreement between the Village and the Park District respecting the matters addressed herein. All prior agreements, negotiations, promises, and understandings between the Village and the Park District respecting these matters, if any, have no force or effect relating to this Agreement.

SECTION 6. GENERAL PROVISIONS

A. Amendments and Modifications. This Agreement may be amended or modified only in writing and signed by properly authorized representatives of the Village and the Park District.

B. No Presumption of Draftsmanship. This Agreement, including all of its provisions, was negotiated and drafted by both the Village and the Park District and, therefore, there cannot be any presumption that one or the other party itself drafted a provision.

C. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, then that provision will be deemed stricken and the court determination will not affect the validity of any other provision of this Agreement.

D. Conflict with Applicable Laws. To the extent that any code ordinance, resolution, rule, or order of the Village or the Park District conflicts with a provision of this Agreement, the provision of this Agreement will apply and control to the full extent permitted by law.

E. Headings. The section and subsection headings in this Agreement are for convenience only and may not be deemed substantive elements of this Agreement.

F. Notices. All notices and other communications that are desired or required to be given under this Agreement must be given in writing at the addresses set forth below, by one of the following means: (i) in person, (ii) overnight courier with evidence of deposit and delivery confirmation, (iii) certified U.S. first class mail, postage prepaid and return receipt requested, or (iv) email with delivery confirmation.

If to the Village:

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

If to the Park District:

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

The Village or the Park District may change its contact information by written notice to the other party. A notice will be deemed made when the notice is received if sent electronically, or on the next day if sent by overnight courier, or on the third day after it is mailed.

G. Governing Law and Venue. This Agreement is governed by the laws of the State of Illinois, and any legal proceeding of any kind arising from this Agreement must be filed in the Circuit Court of Cook County, Illinois.

H. Enforceability. This Agreement is enforceable by the Village and the Park District by an appropriate action at law or in equity. Before filing any lawsuit in court, the party intending to file a lawsuit must request that representatives of both parties meet to discuss the claimed cause of action and attempt to resolve the dispute.

I. Commencement. This Agreement is effective as of the Effective Date which shall be the last date of its execution by one of the parties as reflected below.

J. Counterparts. This Agreement may be signed in two counterparts by the Village and the Park District and the two counterparts will constitute the original, effective Agreement.

K. PDF Signatures. A signature on this Agreement in .pdf format thereon will be considered for all purposes as an original.

IN WITNESS WHEREOF, the Village and the Park District each has cause caused this Agreement to be executed by properly authorized representatives.

VILLAGE OF OAK PARK

PARK DISTRICT OF OAK PARK

By: Cara Pavlicek
Its: Village Manager

Date: _____, 2019

Attest:

By: Vicki Scaman
Its: Village Clerk

Date: _____, 2019

By: Victor Guarino
Its: President

Date: _____, 2019

Attest:

By: Kassie Porreca
Its: Secretary

Date: _____, 2019

EXHIBIT A

TO

Intergovernmental Agreement
Between The Village Of Oak Park
And The Park District Of Oak Park
For The Transfer Of Dole Center

Quit Claim Deed

[see attached pages]

EXHIBIT B

TO

Intergovernmental Agreement
Between The Village Of Oak Park
And The Park District Of Oak Park
For The Transfer Of Dole Center

Park District Ordinance

[see attached pages]

EXHIBIT C

TO

Intergovernmental Agreement
Between The Village Of Oak Park
And The Park District Of Oak Park
For The Transfer Of Dole Center

Intergovernmental Agreement with the Oak Park Public Library
and the existing Lease Agreement with
the Oak Park Society of Model Engineers Quit Claim Deed

[see attached pages]