

**WHEATON PARK DISTRICT  
RESOLUTION NO. 2020-06**

**A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE WHEATON PARK DISTRICT AND THE COUNTY OF DUPAGE FOR THE OCCUPANCY AND MAINTENANCE OF THE DUPAGE COUNTY HISTORICAL MUSEUM**

WHEREAS, the County of DuPage ("County") and the Wheaton Park District ("Park District") are parties to an intergovernmental agreement regarding the occupancy and maintenance of the DuPage County Historical Museum entered into on June 24, 2008 ("Agreement"); and

WHEREAS, the County and Park District wish to amend the Agreement to modify certain aspects of the Compensation and Annual Reporting requirements set forth in Article II of the Agreement; and

WHEREAS, the County and Park District have negotiated an amendment to the Agreement that reflects the agreed upon changes, a copy of which is attached hereto as Exhibit A ("First Amendment"); and

WHEREAS, the Park District's Board of Park Commissioners ("Park Board") has determined that it is in the best interests of the Park District and its residents to enter into the First Amendment, subject to the terms and conditions set forth therein.

**NOW THEREFORE, IT IS HEREBY RESOLVED** by the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, as follows:

1. The foregoing recitals to this Resolution are hereby determined to be true and correct and are hereby incorporated in and made part of this Resolution.
2. The form, terms and provisions of the proposed First Amendment attached hereto as Exhibit A are hereby in all respects approved, and the President and Secretary of the Park Board are hereby authorized and directed to execute the First Amendment in the name and on behalf of the Park District, substantially in the form as presented to this Park Board, with such modifications thereto, if any, as the President of the Park Board in consultation with the Park District's legal counsel shall approve, which approval shall be conclusively evidenced by his or her execution thereof.
3. The President and Secretary of the Park Board, the Park District's Executive Director and the Park District's attorneys are hereby authorized, empowered and directed to take all action and execute any and all documents necessary or appropriate in order to carry out the intent and effectuate the provisions and purposes of this Resolution and the First Amendment.
4. This Resolution shall be in full force and effect from and after its adoption as provided by law.

Adopted this 16<sup>th</sup> day of December 2020 by roll call vote as follows:

AYES: Fahy, Frey, Hodgkinson, Kelly, Morrill, Vires, Mee

NAYS:  $\emptyset$

ABSENT:  $\emptyset$

ABSTAIN:  $\emptyset$



President  
Board of Park Commissioners  
Wheaton Park District

ATTEST:



Secretary  
Board of Park Commissioners  
Wheaton Park District

STATE OF ILLINOIS     )  
                                          )  
COUNTY OF DUPAGE    )

**SECRETARY'S CERTIFICATE**

I, Michael J. Benard, do hereby certify that I am the Secretary of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois and as such, I am keeper of the records, ordinances, files and seal of said Park District; and

I HERBY CERTIFY that the foregoing instrument is a true and correct copy of:

**A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE WHEATON PARK DISTRICT AND THE COUNTY OF DUPAGE FOR THE OCCUPANCY AND MAINTENANCE OF THE DUPAGE COUNTY HISTORICAL MUSEUM**

adopted at a duly called regular Meeting of the Board of Park Commissioners of the Wheaton Park District held at Wheaton, Illinois at said District at 5:00 p.m. on the 16<sup>th</sup> day of December 2020.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted as required by the Open Meetings Act and that said meeting was otherwise called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereto affix my official signature and the seal of said Wheaton Park District in Wheaton, Illinois, this 16<sup>th</sup> day of December 2020.



Michael J. Benard  
Secretary

[SEAL]

**EXHIBIT A**

**FIRST AMENDMENT**

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE WHEATON PARK DISTRICT AND THE COUNTY OF DUPAGE FOR THE OCCUPANCY AND MAINTENANCE OF THE DUPAGE COUNTY HISTORICAL MUSEUM**

This First Amendment ("Amendment") is made and entered into this <sup>16<sup>th</sup></sup> ~~November~~ <sup>December</sup> day of 2020, by and between the County of DuPage, a body corporate and politic ("County"), and the Wheaton Park District, an Illinois park district and unit of local government ("Park District"), and amends, in certain respects, that certain Intergovernmental Agreement Between the Wheaton Park District and the County of DuPage for the Occupancy and Maintenance of the DuPage County Historical Museum, made and entered into on June 24, 2008 ("Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

**RECITALS**

WHEREAS, the County and the Park District are Parties to an Agreement regarding the occupancy and maintenance of the DuPage County Historical Museum; and

WHEREAS, the Parties wish to amend the Agreement to modify certain aspects of the Compensation and Annual Reporting requirements set forth in Article II of the Agreement; and

WHEREAS, the Parties have determined that it is in their respective best interests to amend the Agreement on the terms and subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree to the following:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as though fully set forth in this Section 1.

2. Compensation and Annual Reporting. Article 2.3 of the Agreement is stricken and replaced with the following:

For calendar year 2021 of the term of this AGREEMENT, the COUNTY shall make four (4) quarterly payments to the PARK DISTRICT in the amount of Thirty-two Thousand, Five Hundred and 00/100 Dollars (\$32,500.00) each, to be used exclusively for general maintenance and specialty staff for the MUSEUM, as set forth in Paragraph 1.2.1 of this AGREEMENT. Beginning January 1, 2022, the annual payment required by this Article 2.3 shall increase to four (4) quarterly payments of Thirty-Six Thousand, Two Hundred and Fifty Dollars (\$36,250). Beginning January 1, 2023, the annual payment required by this Article 2.3 shall increase to four (4) quarterly payments of Forty Thousand and 00/100 Dollars (\$40,000). Beginning January 1, 2024, and on January 1 of each year thereafter, during the term of this Agreement, the annual payment, made in quarterly installment payments, shall increase by 2.25% per annum.

3. Counterparts. This Amendment may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute but one and the same instrument. In the event any signature is delivered by facsimile or by e-mail delivery of a scanned .pdf file, such signature

shall create a valid and binding obligation of the Party with the same force and effect as if the facsimile or scanned .pdf signature page were an original thereof.

5. Entire Agreement; Modification. All other terms and conditions contained in the Agreement remain unchanged. The Agreement and this Amendment contain all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged communications or agreements between the Parties, written or otherwise, shall vary the terms hereof. Any modification of the Agreement or this Amendment must be in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date set forth below.

COUNTY OF DUPAGE

By: \_\_\_\_\_

Its: DUPAGE COUNTY BOARD CHAIRMAN

Attest: \_\_\_\_\_

Its: DUPAGE COUNTY CLERK

Date: \_\_\_\_\_

WHEATON PARK DISTRICT

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Resolution

FM-R-0652-20

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
WHEATON PARK DISTRICT AND THE COUNTY OF DU PAGE  
FOR THE OCCUPANCY AND MAINTENANCE OF  
THE DU PAGE COUNTY HISTORICAL MUSEUM

WHEREAS, the County of DuPage entered into an Intergovernmental Agreement with the Wheaton Park District on June 24, 2008, pursuant to Resolution DC-002-08, regarding the occupancy and maintenance of the DuPage County Historical Museum; and

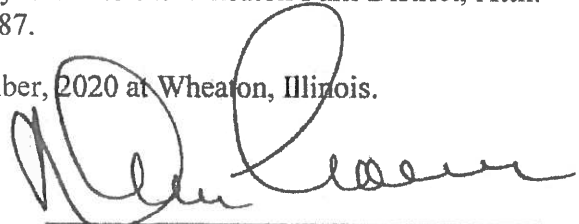
WHEREAS, the Parties now desire to amend that Intergovernmental Agreement to modify the "Compensation and Annual Reporting" requirements set forth in Article II thereof as reflected in the FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT attached hereto; and

WHEREAS, the Parties have determined that it is in their respective best interests to amend the Agreement on the terms and subject to the conditions set forth in the attachment.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board authorizes the DuPage County Board Chairman to sign on behalf of the County of DuPage the First Amendment to the Intergovernmental Agreement between the County of DuPage and the Wheaton Park District, attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that certified copies of this resolution along with copies of the First Amendment, be transmitted by the County Clerk to the Wheaton Park District, Attn: Michael Benard, 102 E. Wesley St., Wheaton, IL 60187.

Enacted and approved this 24th day of November, 2020 at Wheaton, Illinois.



DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD

Attest:



JEAN KACZMAREK, COUNTY CLERK

AYES 16  
NAYS 0  
ABSENT 2