

**WHEATON PARK DISTRICT
RESOLUTION NO. 2020-07**

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

WHEREAS, the County of DuPage ("County") and the Wheaton Park District ("Park District") are parties to an intergovernmental agreement regarding a joint undertaking to finance certain repairs to the DuPage County Historical Museum dated July 14, 2014 ("Agreement"); and

WHEREAS, the County and Park District wish to amend the Agreement to modify certain aspects as a result of the suspension, and recent funding and reinstatement, of a grant secured through the Illinois Public Museum Grant Program; 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 16th day of December 2020 by roll call vote as follows:

AYES: Fahey, Frey, Hodgkinson, Kelly, Morrill, Vired, 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

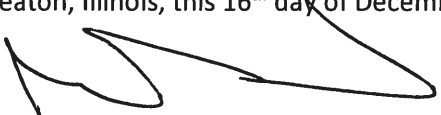
I HERBY CERTIFY that the foregoing instrument is a true and correct copy of:

A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND WHEATON PARK DISTRICT FOR THE DUPAGE HISTORICAL MUSEUM REPAIR PROECT

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 16th 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 16th day of December 2020.



Michael J. Benard
Secretary

[SEAL]

EXHIBIT A

FIRST AMENDMENT

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN COUNTY OF DUPAGE, ILLINOIS AND WHEATON PARK
DISTRICT FOR THE DUPAGE HISTORICAL MUSEUM REPAIR PROJECT

THIS FIRST AMENDMENT to an Intergovernmental Agreement ("First Amendment") is made this 16th day of December, 2020, between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "County") and WHEATON PARK DISTRICT, a body politic and corporate, with offices at 102 E. Wesley Street, Wheaton, Illinois 60187 (hereinafter referred to as the "District"). The County and the District are sometimes collectively referred to herein as the "Parties," and individually as a "Party."

R E C I T A L S

WHEREAS, on July 14, 2014 the District and the County entered into an Intergovernmental Agreement (the "Agreement") to jointly undertake and finance repairs to the DuPage County Historic Museum ("Museum Facility"); and

WHEREAS, the primary component of the Agreement was to fund vital roof repairs, tuck-pointing, and other building improvements necessary to keep the Museum Facility functional, to protect exhibits and artifacts from water damage, and to improve public safety and security (collectively the "Project"); and

WHEREAS, the District, in conjunction with the County, applied for and had been awarded a grant from the Illinois Department of Natural Resources ("IDNR"), in the approximate amount of \$625,000 to pay qualifying Project expenses, which funding was through the Illinois Public Museum Grant Program ("State Grant"); and

WHEREAS, State Grant funds, together with local matching funds, were intended to reimburse the parties for the Project expenses including reimbursing each party for qualifying in-house expenses borne by that party; and

WHEREAS, the State Grant disbursement to the District was subsequently suspend due to State budgetary issue; and

WHEREAS, to accommodate for the loss of State Grant funding and still proceed with the much needed Project, the District and County substituted materials, utilized in-house resources to perform work, removed Project components from the work, and the District secured a donation to fund portions of the Project, all as cost saving measures to keep Project expenses at or below the total local matching funds amount; and

WHEREAS, the Parties completed the most crucial Project components necessary for safety of the public and Museum Facility employees and to rehabilitate the Museum Facility building; and

WHEREAS, the Illinois Public Museum Grant Program has recently been funded by the General Assembly and funding for the State Grant in the modified amount of four hundred twenty-four thousand three hundred sixty dollars and no cents (\$424,360.00) has been disbursed to the District; and

WHEREAS, the Parties have mutually identified work components and expenses that remain unaddressed from the original Project proposal and have further developed a list of additional, qualifying work items that may be paid for using the now available State Grant funding, including further improvements to the building, the exhibits, etc.; and

WHEREAS, the State Grant's terms and conditions permit grant recipients to modify project proposals to include additional, qualifying work, subject to IDNR conditions, certifications and/or approvals; and

WHEREAS, the Parties desire to amend their Intergovernmental Agreement in order to address the remaining work components and expenses from the original Project proposal and to modify the Project proposal to include additional work items that will be paid for using State Grant funding (subject to IDNR conditions, certifications and/or approvals).

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the County and the District agree as follows:

1.0 RECITALS INCORPORATED.

1.1 The foregoing recitals are incorporated herein by reference as though fully set forth herein.

2.0 AGREEMENT REMAIN IN EFFECT

2.1 This Agreement remains in full force and effect except to the extent that the provisions of this First Amendment conflict with the terms of the Agreement, in which case the provisions of this First Amendment shall control.

3.0 AMENDMENTS TO THE AGREEMENT

3.1 The Agreement is amended by adding the following Paragraph 2.3:

2.3 The Project is modified to include such additional work items as mutually agreed to by the Parties provided, however, that such additional work shall be conditioned upon: i) the work qualifying for payment using State Grant funding; and ii) the conditions, certification(s) and/or, or, approval(s) of such by the IDNR, as needed; and iii) the availability of State Grant funds to pay for such additional work.

3.2 The Agreement is amended by adding the following Paragraph 5.6:

5.6 The District shall maintain accounting records for the remaining State Grant funds. Before incurring any additional expenses and expending remaining State Grant funds, the additional Project work and corresponding expenditure shall be mutually agreed to by the Parties.

3.4 Section 9.1 of the Agreement is modified as follows:

9 .1 The term of this AGREEMENT shall begin on the date the FIRST AMENDMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 November 30, 2023 or to a new date agreed by the parties.

9 .1.2 The completion by the DISTRICT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2023.

IN WITNESS WHEREOF, the Parties set their hands and seals as of the date first written above.

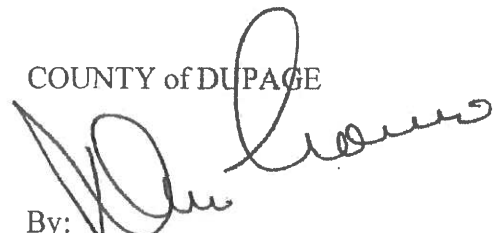
WHEATON PARK DISTRICT

By: 

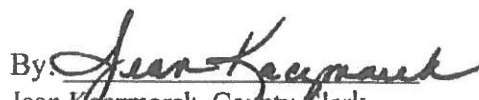
Attest:

By: 

COUNTY of DUPAGE

By: 
Daniel Cronin, County Board Chairman

Attest:

By: 
Jean Kaczmarek, County Clerk

Resolution

FM-R-0653-20

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
COUNTY OF DU PAGE, ILLINOIS AND WHEATON PARK DISTRICT FOR THE
DU PAGE HISTORICAL MUSEUM REPAIR PROJECT

WHEREAS, on July 14, 2014 the Wheaton Park District ("District") and the County of DuPage ("County") entered into an Intergovernmental Agreement (the "Agreement") to jointly undertake and finance repairs to the DuPage County Historic Museum ("Museum Facility"); and

WHEREAS, the primary component of the Agreement was to fund vital roof repairs, tuck-pointing, and other building improvements necessary to keep the Museum Facility functional, to protect exhibits and artifacts from water damage, and to improve public safety and security (collectively the "Project"); and

WHEREAS, the District, in conjunction with the County, applied for and had been awarded a grant from the Illinois Department of Natural Resources ("IDNR"), in the approximate amount of \$625,000 to pay qualifying Project expenses, which funding was through the Illinois Public Museum Grant Program ("State Grant"); and

WHEREAS, State Grant funds, together with local matching funds, were intended to reimburse the parties for the Project expenses including reimbursing each party for qualifying in-house expenses borne by that party; and

WHEREAS, the State Grant disbursement to the District was subsequently suspend due to State budgetary issue; and

WHEREAS, to accommodate for the loss of State Grant funding and still proceed with the much needed Project, the District and County substituted materials, utilized in-house resources to perform work, removed Project components from the work, and the District secured a donation to fund portions of the Project, all as cost saving measures to keep Project expenses at or below the total local matching funds amount; and

WHEREAS, the Parties completed the most crucial Project components necessary for safety of the public and Museum Facility employees and to rehabilitate the Museum Facility building; and

WHEREAS, the Illinois Public Museum Grant Program has recently been funded by the General Assembly and funding for the State Grant in the modified amount of four hundred twenty-four thousand three hundred sixty dollars and no cents (\$424,360.00) has been disbursed to the District; and

WHEREAS, the Parties have mutually identified work components and expenses that remain unaddressed from the original Project proposal and have further developed a list of additional, qualifying work items that may be paid for using the now available State Grant funding, including further improvements to the building, the exhibits, etc.; and

WHEREAS, the State Grant's terms and conditions permit grant recipients to modify project proposals to include additional, qualifying work, subject to IDNR conditions, certifications and/or approvals; and

Resolution

FM-R-0653-20

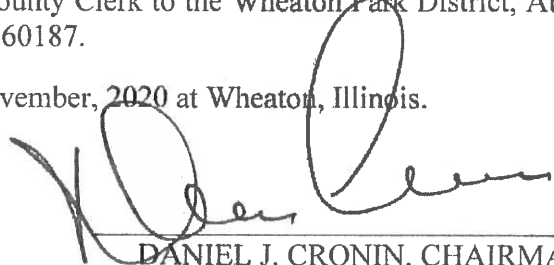
WHEREAS, the Parties desire to amend their Intergovernmental Agreement in order to address the remaining work components and expenses from the original Project proposal and to modify the Project proposal to include additional work items that will be paid for using State Grant funding (subject to IDNR conditions, certifications and/or approvals).

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