

BILL OF SALE

Subject to the Terms and Conditions attached hereto, Seller, THE BOARD OF EDUCATION OF OAK PARK ELEMENTARY SCHOOL DISTRICT NO. 97 of Cook County, Illinois, in consideration of \$10.00 DOLLARS, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, and set over to Buyer, THE BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF OAK PARK, of Cook County, Illinois, the following described personal property, to-wit:

The Multicultural Center Collection more fully described on Exhibit A to this Bill of Sale.

IN WITNESS WHEREOF, Seller has signed and sealed this Bill of Sale at Oak Park, Illinois, this ____ day of _____, 2016.

BOARD OF EDUCATION OF OAK PARK
ELEMENTARY SCHOOL DISTRICT NO. 97

President

Attest:

Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the same persons whose names are subscribed to the foregoing Bill of Sale, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal, this ____ day of _____, 2016.

Notary Public

EXHIBIT A TO BILL OF SALE

The following items of personal property are included in the Multicultural Center Collection to be sold by the Board of Education of Oak Park Elementary School District No. 97 to the Board of Library Trustees of the Village of Oak Park:

[District to identify items that are in Multicultural Center Collection]

INTERGOVERNMENTAL AGREEMENT
SETTING FORTH TERMS AND CONDITIONS OF TRANSFER
OF CERTAIN PERSONAL PROPERTY OF OAK PARK PUBLIC LIBRARY

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of July, 2016, by and between the Seller, THE BOARD OF EDUCATION OF OAK PARK ELEMENTARY SCHOOL DISTRICT NO. 97 of Cook County, Illinois ("School District") and Buyer, THE BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF OAK PARK, of Cook County, Illinois ("Library") (hereinafter sometimes referred to collectively as the "Parties").

WHEREAS, School District and Library are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) (the "Act") and are authorized by the Act and by Article VII, Section 10 of the 1970 Constitution of the State of Illinois to enter into intergovernmental agreements of cooperation; and

WHEREAS, School District is the owner of personal property that is part of its Multicultural Center Collection (the "Collection"), more fully identified on Exhibit A to the Bill of Sale; and

WHEREAS, School District has a need to repurpose and use the space in Julian Middle School which currently houses the Collection, and desires to make the Collection's artifacts more readily available for viewing by the general public while at the same time preserving their availability for use in School District's educational programs, which objectives can both be served by transfer of the Collection to Library; and

WHEREAS, School District has the authority to convey and transfer personal property of the District as part of a private sale if the property is available for use through an arrangement with the grantee not required for school purposes, as part of the sale, School District may lease or continue to have the right to use the personal property, pursuant to Section 10-22.8 of the School Code (105 ILCS 5/10-22.8); and

WHEREAS, Library desires to have School District convey and transfer to Library title and custody of the personal property comprising the Collection, which it seeks and intends to display primarily at its Dole branch location where will continue to be available for public use, including for the School District's educational purposes; and

WHEREAS, Library and the School District intend to work together to facilitate the continuing use of the Collection as part of District's educational curriculum for District 97 students.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, School District and Library agree as follows:

1. INCORPORATION OF PREAMBLE RECITALS. The above preamble recitals are incorporated herein by reference as through fully set forth.
2. SALE OF PROPERTY. As set forth in the Bill of Sale which accompanies and bears the same date as this Agreement, School District hereby conveys, quitclaims and transfers to Library all of its ownership in the Collection as identified on Exhibit A of the Bill of Sale on an "AS IS" and "WITH ALL FAULTS" BASIS. ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, AND ALL WARRANTIES THAT MIGHT HAVE EXISTED OR BEEN APPLIED UNDER COMMON LAW INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ARE HEREBY EXCLUDED.
3. ACCEPTANCE OF CONVEYANCE AND ACKNOWLEDGMENT OF ASSOCIATED CUSTODIAL RESPONSIBILITIES. Library expressly represents and acknowledges that it

~~takes all responsibility and risk associated with the acquisition and use of said Collection, including, but not limited to, responsibility for any and all personal injury or other claims that may arise from use or exposure to the Collection after the date of this Agreement.~~ Library will add the Collection to its inventory of personal property and will at its expense upon taking possession of the property obtain appropriate insurance coverage for the Collection as part of its customary policy and practice to maintain insurance coverage for Library property.

4. EXPENSES OF AND ARRANGEMENTS FOR RELOCATION OF COLLECTION. School District shall pay all costs of removing the Collection from its premises, packaging the Collection for transportation, and transporting the Collection to the Library. Library shall bear all risk of loss or damage to the Collection while the same is in transit. Upon signing this Agreement, Library will provide School District with instructions for transportation of the Collection to a specified Library location.~~Library's Dole branch location.~~
5. USE OF COLLECTION. As of the date of transfer of title to the Collection to Library, Library shall be the sole owner of the Collection and shall have the exclusive responsibility for the Collection's care, according to the Library's Collection Strategy as approved by the Library Board of Trustees.~~upkeep, maintenance, growth, and display of the Collection.~~ Library agrees to continue to display all or parts of the Collection for public use. Library shall also cause its employees to work collaboratively with School District to enable continuing use of the Collection as part of the curriculum for the School District.
6. INDEMNIFICATION. To the extent permitted by law, the Library will indemnify, defend and hold harmless the School District, along with its board members individually and collectively, and its affiliates, officers, agents and employees (the "Indemnified Parties") from any and all liabilities, damages (regardless of type or amount), claims, demands, causes of actions, costs, penalties, suits or matters, including attorneys' fees and court costs, to the extent arising from: (1) a breach of this Agreement by the Library, (2) any negligent act or omission of the Library or its employees, its subcontractors, or their employees, (3) the transfer of ownership of the Collection, including any transportation, (4) any subsequent transfer of the Collection by the Library and/or (5) defects in the Collection including any claims arising from exposure to the Collection. The provisions of this paragraph shall not be construed to require the Library to indemnify ~~School District~~ for or against School District's own negligence or to require any indemnification that which would make the provisions of this Article void or unenforceable.

~~In the event that the Indemnified Parties shall invoke their rights of defense and indemnification, Library agrees to provide the Indemnified Parties with defense counsel of their choosing and that the Indemnified Parties shall have the right to direct the Library whether to settle, compromise and/or defend said claim.~~

7. AMENDMENT OF AGREEMENT. This Agreement may be amended only by mutual agreement of the Parties, signed by respective duly authorized representatives.
8. NON-WAIVER OF PERFORMANCE. The failure of either Party at any time to require performance of any provision or provisions of this Agreement, or to resort to any remedy provided shall in no way affect that Party's right to require performance of the provision(s) or to resort at any time thereafter to a remedy provided for under this Agreement. Nor shall a Party's express waiver of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is made in writing and signed by an authorized representative of each Party.
9. ENTIRE AGREEMENT. This Agreement comprises the entire agreement of the Parties, and replaces and supersedes any and all prior written or unwritten agreements or understandings between the Parties.

10. SEVERABILITY. In the event that any covenant or other provision of this Agreement is found by a court to be unenforceable, such covenant or other provision shall be modified or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified; or interpreted to be, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision were not included.
11. GOVERNING LAW, JURISDICTION, AND VENUE. The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with Illinois law without giving effect to its conflict of laws principles insofar as the same would dictate applying the law of another jurisdiction. The Federal and State courts located in Illinois shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement. Any and all actions or proceedings which may arise in any respect from or related to this Agreement shall be litigated only in the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois.

WHEREFORE, the Parties by their duly authorized officers have signed this Agreement which shall be effective as of the date below as of which both Parties have signed the Agreement.

THE BOARD OF EDUCATION OF
OAK PARK ELEMENTARY SCHOOL
DISTRICT NO. 97

THE BOARD OF LIBRARY TRUSTEES OF
THE VILLAGE OF OAK PARK-

(Signature)

(Signature)

President

President

Secretary

Secretary

(Date)

(Date)

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