

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF AURORA AND MUTUAL GROUND**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter “MOU”), entered into by and between the City of Aurora (“the City”), an Illinois municipal corporation, and Mutual Ground, and Illinois not-for-profit corporation located at 418 Oak Avenue, Aurora, Illinois 60506 (hereinafter referred to together as “the Parties”), in order to memorialize the understanding of the Parties with respect to the acquisition, transfer, and development of real property located within the City of Aurora as follows:

**WHEREAS**, Mutual Ground provides valuable services to members of the Aurora community who may be victims of sexual abuse and domestic violence, through the provision of shelter, education, and resources based out of its Aurora location;

**WHEREAS**, the City understands and values the importance of the mission and efforts of Mutual Ground, in particular, the valuable services it renders to the Aurora community;

**WHEREAS**, the City recognizes the need for Mutual Ground to expand its current client capacity and relocate its administrative services in order to better support its operations; and

**WHEREAS**, the City is willing to attempt to purchase real property near the vicinity of Mutual Ground’s Aurora headquarters, to be conveyed to Mutual Ground for nominal consideration in exchange for Mutual Ground’s development of said property as set forth herein.

**NOW THEREFORE**, for and in consideration of the foregoing premises, the Parties do hereby agree as follows:

1. City’s Obligations:

- a. The City will attempt to acquire real property (hereinafter “the Property”) to be located in Aurora, and near the vicinity of Mutual Ground’s headquarters located at 418 Oak Avenue, Aurora, Illinois 60506.
- b. If the City is successful in said acquisition, it will convey the Property to Mutual Ground for nominal consideration, not to exceed the amount the City paid for the property or \$1.00, whichever is less, in exchange for Mutual Ground’s renovation and development of the Property for the purpose of its use for administrative and other related services.
- c. After transferring the Property to Mutual Ground, the City will retain the right-of-first refusal in the event Mutual Ground decides to sell the Property in the future.

2. Mutual Ground's Obligations:

- a. In exchange for the foregoing, Mutual Ground agrees to facilitate the acquisition of a viable tenant ("the Tenant"), acceptable to the City, whom will take possession of 5,000 square feet of office space within the Property to be used by the Tenant for the exclusive purpose of administering student support services for public schools in the City.
- b. Mutual Ground agrees to fund the entire cost of building out and renovation of the entire Property, with said renovation to include the designated office space to be leased by the Tenant.
- c. Mutual Ground agrees to provide said office space and all utilities to the Tenant free of rent or other charge so long as the Tenant remains in possession thereof and continues to use such space for administering student support services for public educational purposes.
- d. Mutual Ground agrees to consult with the City prior to moving, altering, replacing, relocating, or discarding any historically significant artwork contained in the property.
- e. Mutual Ground will be responsible for the maintenance and operation of the Property upon its conveyance from the City, and will be solely responsible for any and all costs, taxes, expenses, fees, and charges upon its acceptance of same.

3. Termination; Without Cause.

Prior to the City's acquisition of the Property as set forth herein, this MOU may be terminated by either Party without cause, upon 30 days' written notice.

4. Indemnification.

Mutual Ground shall indemnify, defend and hold harmless the City of Aurora, its elected officials, employees and agents, from and against all actions, causes of action, claims, demands, lawsuits, costs and expenses and liability for damages to persons or property that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organizations arising out of or in connection with, either party's performance under this MOU, excluding such actions, claims demands, lawsuits and liability for damages to persons or property arising solely from gross negligence or willful misconduct of the City, its officers, employees or agents. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees. The costs, salary and expenses of any retained counsel and/or the City Corporation Counsel and members of his/her office shall be considered as "attorney fees" for the purpose of this paragraph.

5. Insurance.

The parties agree to each cover the Property on their respective property and casualty insurance policies and/or programs during the entirety of their ownership thereof.

6. Notice.

Any notice that is required or contemplated under this MOU shall be in writing and addressed as follows:

To the City:

Richard J. Veenstra  
Corporation Counsel  
44 W. Downer Place  
Aurora, Illinois 60506

To Mutual Ground:

Michelle Meyer  
Executive Director  
418 Oak Ave  
Aurora, Illinois 60506

7. Assignment.

This Agreement, or any provision hereof, or any right or obligation arising hereunder, is not assignable by either party, in whole or in part, without the express written consent of the other party.

8. Governing Law; Venue.

This MOU is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Illinois. Venue for any suit, action or proceeding arising under or in connection with this MOU shall exist exclusively in the Circuit Court of Kane County.

9. Attorney's Fees.

If any legal action is necessary to enforce or interpret the terms of this MOU, the prevailing party shall be entitled to reasonable attorney's fees, reasonable expert witness fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

10. Amendments.

Neither this MOU nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the Party against whom the enforcement of the change, waiver, or termination is sought.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates shown below.

CITY OF AURORA

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

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

MUTUAL GROUND

By: Michelle Meyer

Date: 5/7/19

Printed: Michelle Meyer

Title: Executive Director