

**INTERGOVERNMENTAL AGREEMENT
BETWEEN LINCOLNWOOD SCHOOL DISTRICT 74
AND THE VILLAGE OF LINCOLNWOOD**

THIS AGREEMENT is made and entered into this ___ day of ____, 2021 (“**Effective Date**”) by and between Lincolnwood School District Number 74, an Illinois school district (“**District**”), and the Village of Lincolnwood, an Illinois home rule municipal corporation (“**Village**”) (collectively, the District and the Village are the “**Parties**”).

WITNESSETH:

WHEREAS, the District is the record title owner of the property located at 6850 N. East Prairie Road, Lincolnwood, Illinois (“**School Property**”); and

WHEREAS, the District has identified the existence of a leaking sub-surface water line facility (“**Water Line**”), located partially below the School Property and partially below the _____ right-of-way (“**Roadway**”), which Roadway is owned by the Village; and

WHEREAS, neither the District nor the Village has been able to identify whether either Party, or a third party, is the owner of the Water Line; and

WHEREAS, the District performed initial work required to temporarily disconnect, cut, and cap the Water Line (“**Partial Disconnect**”); and

WHEREAS, the Parties desire to undertake a complete removal and disconnect of the Water Line (“**Project**”), including excavation of portions of the School Property and the Roadway; removal and disconnect of the Water Line; pavement milling and resurfacing of the Roadway; drainage structure adjustments as required; and landscaping and other on-site and off-site restoration as required (the “**Work**”); and

WHEREAS, the Parties desire to share equally in the costs associated with the Partial Disconnect and the Project in accordance with the terms of this Agreement; and

WHEREAS, the Parties agree to undertake the Project jointly and cooperatively, which will benefit both Parties; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Article VII, Sections 6 and 10 of the Illinois Constitution of 1970, the Parties desire to enter this Agreement to set forth their respective rights and responsibilities regarding the Project;

NOW, THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Village agree as follows:

SECTION 1. RECITALS. The foregoing recitals are incorporated into this Agreement as substantive provisions of this Agreement.

SECTION 2. LICENSE. Subject to the terms and conditions set forth in this Agreement, the District hereby grants to the Village, and the Village hereby accepts, a non-exclusive revocable license for the Village to perform the Work on that portion of the School Property depicted on **Exhibit A** attached hereto and made a part hereof (“***Licensed Premises***”), pursuant to and in strict accordance with the terms and provisions of this Agreement (“***License***”). The License will be for a term commencing on the Effective Date and ending on the occurrence of the terminating events described in Section 5 of this Agreement.

SECTION 3. VILLAGE WORK.

A. The Village will be responsible for performing and completing the Work in a good and workmanlike manner, in accordance with this Agreement.

B. Prior to commencement of construction of the Work: (1) the Village will coordinate the preparation of plans and specifications required for the Project (collectively, the “***Work Documents***”); and (2) the Village must submit the Work Documents to the District for review and approval. The District must review the Work Documents within 10 calendar days after receipt (or such other time period as agreed upon by the Parties) and will approve them (with any appropriate suggested revisions) in writing. Failure of the District to respond to the Village within 10 days after receipt of the Work Documents will be deemed to be an approval of the Work Documents. The Parties agree to cooperate in good faith to finalize the Work Documents to each Party’s reasonable satisfaction prior to submittal. Upon approval by the Parties, such plans and specifications will be known as the “**Approved Plans**.”

C. The Village will be responsible for awarding the contract for construction of the Project in accordance with the Approved Plans. The District will not be responsible for bidding or award of the contract.

D. The Village will be responsible for and will coordinate the management, inspection, and coordination of the Work. The District will not be responsible for completion of the Work, but the District may at any time inspect and review the Work as it progresses and is completed.

E. During the period of the construction of the Work, the Village must maintain the Licensed Premises and all streets, sidewalks, and other public property in and adjacent to the Licensed Premises in a safe, good and clean condition without hazard to public use at all times.

SECTION 4. COST RESPONSIBILITIES.

The Parties agree that: (a) the District has paid for, and will remain solely responsible, all costs associated with the Partial Disconnect; and (b) the Village will be solely responsible for all costs associated with the Work and all remaining components of the Project, including, without limitation, costs related to preparation of the Work Documents and construction costs.

SECTION 5. TERM OF AGREEMENT. This Agreement will commence on the Effective Date, and will terminate upon the last to occur of: (a) completion of all of the Work, and acceptance thereof by the District and the Village; and (b) reimbursement by the Village and

District of all costs of the Partial Disconnect and the Work, as required by Section 4 of this Agreement. The obligations of Section 6 will survive the termination of this Agreement.

SECTION 6. MUTUAL INDEMNIFICATION. To the fullest extent permitted by law, each Party will indemnify, hold harmless, and protect the other Party and its appointed and elected officials, officers employees, directors, agents, and representatives from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including without limitation orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and attorneys' fees and litigation costs relating to, arising out of or alleged to have occurred in whole or in part in connection with the Project or this Agreement.

SECTION 7. TERMINATION; BREACH. This Agreement may be terminated by either Party prior to bidding the Project on 30 days' written notice without any liability to the other Party, if: (a) either Party lacks available funds to complete its share of the Project Costs or (b) a contract for the construction of the Project is not awarded within six months after the Effective Date. If this Agreement is terminated pursuant to Section 8(a) of this Agreement, then the terminating Party will reimburse the other Party in full for engineering and other pre-bidding costs that would not otherwise have been expended. This Agreement also may be terminated by either Party on 30 days' written notice if the other Party fails substantially to perform in accordance with the terms of this Agreement and then fails to cure the non-performance within the 30-day notice period.

SECTION 8. COMPLIANCE WITH LAWS. Each Party agrees to observe and comply with all federal, State, and local laws, codes, and ordinances applicable to the Project and the Work.

SECTION 9. AMENDMENTS. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by the governing boards of each Party to this Agreement in accordance with all applicable statutory procedures.

SECTION 10. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements, or understandings, written or oral, not herein contained are of any force or effect.

SECTION 11. NOTICES. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally-recognized overnight delivery service, addressed as stated in this Section 11.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the Village: Village of Lincolnwood
6900 N. Lincoln Ave.
Lincolnwood, IL 60712

Attention: Village Manager

with a copy to: Elrod Friedman LLP
325 North LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Steven M. Elrod, Village Attorney

If to District: Lincolnwood School District 74
6950 N. East Prairie Road
Lincolnwood, IL 60712
Attention: Superintendent

with a copy to: Whitt Law LLC
70 S. Constitution Dr.
Aurora, IL 60506
Attention: Brian R. Bare, Esq.

SECTION 12. **GOVERNING LAW.** This Agreement is governed by the laws of the State of Illinois.

SECTION 13. **COUNTERPARTS.** This Agreement may be executed in counterpart originals, each of which will be deemed to be an original with the same effect as if the signatures thereto were on the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

ATTEST:

THE VILLAGE OF LINCOLNWOOD

By:_____

By:_____

Its:_____

Its:_____

ATTEST:

LINCOLNWOOD SCHOOL DISTRICT 74

By:_____

By:_____

Its:_____

Its:_____

Exhibit A

Site Plan of Licensed Area