

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) entered into as of _____, 2026 by and the Pana Community School District #8 (hereinafter “School District”) and the City of Pana (hereinafter “the City”), together herein referred to as “Parties.”

WITNESSETH:

WHEREAS, both the School District and the City are units of local government or school districts within the meaning of Article VII of the Constitution of the State of Illinois and are authorized to enter into intergovernmental agreements pursuant to Article VII, §10 of said Constitution and the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, the Parties agree it is important and necessary for residents of the City and eligible students of the School District to have a location wherein they may practice and play baseball; and

WHEREAS, the City has chosen to permit the School District to use the North Diamond at Kitchell Park, Pana, Illinois 62557 (hereinafter “the field”) for the specific use of the Pana Junior High baseball teams; and

WHEREAS, School District shall be permitted use of the field and the concession stands in which School District shall be required to bring their own supplies, and staff for the concession stands.

WHEREAS, School District shall be responsible for the maintenance of the field, besides mowing, and shall ensure the field is returned to the City in the current, or better state in as was before School District’s use of the field.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties hereto agree as follows:

1. RECITALS. The parties hereby find that all of the recitals contained in the preambles to this Intergovernmental Agreement are full, true and correct and do incorporate them into this Intergovernmental Agreement by this reference.

2. TERM OF AGREEMENT

A. **Initial Term.** The initial term of this agreement shall be for a period of one year(s), commencing on the 1st day of August, 2026 and expiring on the 1st day of August, 2027, without notice by either the School District or the City, any custom, usage, practice, law, statute, or ordinance to the contrary notwithstanding; and

- B. **Renewal Option.** The Parties may elect to renew this Agreement at the conclusion of the initial term for a period of one year(s), upon the same terms, agreements, covenants, and conditions as contained herein.

3. USAGE

- A. **School District Usage.** The City hereby grants usage of the field to the Pana Junior High baseball teams, and the School District does hereby accept usage on the terms, agreements, covenants and conditions hereinafter set forth. During the term of this Use Agreement, the School District shall use the field as a practice and game site for its High School baseball teams and shall comply with all applicable laws and ordinances of all governmental authorities having jurisdiction thereof. During the Junior High School baseball season, and upon request of the School District, the School District shall have access to the concession stands in which School District shall provide their own supplies and staff. School District shall be responsible for the maintenance of the field, besides mowing.

- B. **City Usage.** City shall be responsible for the mowing of the field.

- C. **Payment.** The Parties agree the City shall allow the School District to use the field gratuitously. The School District shall not owe the City any rent monies for the duration of this Agreement.

D.

4. **MAINTENANCE AND REPAIRS.** The School District agrees to keep and maintain the field in a clean, neat, safe and orderly condition, except that the City agrees to mow the field. The School District and City will meet and confer prior to the beginning of the baseball season about any required maintenance or repairs needed to the field. The School District shall make any required maintenance or repairs as mutually agreed between the City and the School District. If the School District or its agents, servants, guests, invitees, patrons or employees damage the field, normal wear and tear exempted, the School District agrees to immediately remove or repair the same.

5.

6. **INSURANCE.** Each party agrees to obtain and maintain for the term of this Agreement, at their own expense, public liability insurance to protect against liability incident to the use of or resulting from personal injury or property damage occurring at the field. Each party shall name the other as an additional insured on all such public liability insurance policies obtained hereunder. Each public liability insurance shall be maintained at least in the amount of \$500,000 per individual injury and \$300,000 property damage per occurrence.

7. TERMINATION.

- A. **Breach of Covenants or Agreements.** In the event either party shall fail to perform any of the covenants and agreements of this Use Agreement, the performance of which is herein required, then the non-breaching party shall have the right to demand the remedying of said default or defaults by serving written notice, and if at the expiration of fifteen (15) days from the receipt of said notice, the breaching

party has not remedied said default or defaults, then the non-breaching party shall have the right to this Agreement.

- B. **Attorney's Fees.** Breach of this Agreement, or any extension or renewal thereof by either party shall entitle the non-breaching party to claim and recover as damages as reasonable costs, attorney's fees and expenses incurred in connection with the enforcement of this Agreement.
- C. **Casualty.** In the event the premises shall be damaged by fire, flood, windstorm, earthquake or any other casualty to such an extent that the premises cannot be restored to as good a condition as it was prior to such damage within 90 days thereafter, either the School District or the City shall have the right to cancel and terminate this Agreement.

8. LOSS AND INDEMNITY.

- A. **The City.** The City shall defend, indemnify and hold the School District harmless of and from any all losses, liabilities, damages, injuries, claims, demands, costs and expenses of every kind and every nature, whether or not covered by insurance, including legal fees and defense costs, arising out of or relating in any way to the School District's use or City's maintenance of the premises during the term of this Use Agreement and any extensions or renewals thereof; and
- B. **School District.** The School District shall defend, indemnify and hold the City harmless of and from any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses of every kind and every nature, whether or not covered by insurance, including legal fees and defense costs, arising out of or relating in any way to the City's maintenance or School District's Usage as defined in Section 3(A) of the premises during the term of this Use Agreement and any extensions or renewals thereof.

- 9. **WAIVER.** The failure of either party to insist upon strict performance of any of the terms, conditions, or covenants in this Agreement shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, or covenants herein contained.

- 10. **PROHIBITION ON SUBLETS AND ASSIGNMENTS.** This Agreement may not be assigned, nor the demised property sublet or assigned in whole or in part by the School District without first receiving the signed written consent of the City.

- 11. **TIME OF THE ESSENCE.** The time for performance of the obligations of the parties is of the essence of this Agreement.

- 12. **SUCCESSION OF OBLIGATIONS.** The covenants and agreements contained herein shall be obligatory upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that nothing herein contained shall permit the School District to assign this Agreement without the prior written consent of the City.

13. CHOICE OF LAW & SEVERABILITY. This Agreement shall be construed pursuant to the laws of the State of Illinois. If any portion or section of this Agreement should be determined illegal, invalid or unenforceable by a court of competent jurisdiction, said determination shall not effect or abrogate the remainder of this Agreement, which shall remain in full force and effect.

14. NOTICES. Notices hereunder shall be in writing and, except as otherwise herein provided, shall be effective upon hand delivery thereof, or by the mailing thereof by Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

SCHOOL DISTRICT
Pana Community School District
No. 8
Attorney for School District
Luke M. Feeney
Miller, Tracy, Braun, Funk & Miller,
Ltd.
316 S. Charter, P.O. Box 80
Monticello, IL 61856

CITY OF PANA
Pana City Hall
120 E. 3rd Street
Pana, IL 62557

or at such other address as may from time to time be designated by either party by like notice to the other party.

15. ENTIRETY OF AGREEMENT. This Agreement constitutes the whole and entire agreement by and between the parties. No prior agreement, understanding or course of dealing between the parties constitutes a part of this Agreement unless specifically set forth herein.

16. AUTHORITY. Each party hereby acknowledges and warrants that it has the full power and authority necessary to execute this agreement.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed the foregoing Intergovernmental Agreement on the day and year first written above.

SCHOOL DISTRICT:

CITY COUNCIL:

**PANA COMMUNITY SCHOOL,
DISTRICT NO. 8**

_____,
PANA CITY COUNCIL

By: _____
Its President

By: _____
Its _____

ATTEST:

ATTEST:

Its Secretary

Its _____