

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
CITY OF PANA, ILLINOIS AND
PANA COMMUNITY UNIT SCHOOL DISTRICT NO. 8
FOR THE EXCHANGE OF
10 WEST SECOND STREET, PANA, ILLINOIS TO THE SCHOOL DISTRICT AND
CERTAIN SCHOOL PROPERTY TO THE CITY**

This Agreement is entered into as of the date(s) last executed below, by and between the **BOARD OF EDUCATION OF PANA COMMUNITY UNIT SCHOOL DISTRICT NUMBER 8**, a body politic and corporate ("**School**") and the **CITY OF PANA, ILLINOIS**, an Illinois municipality ("**City**") (together, the "**Parties**").

WHEREAS, Article VII, sec. 10 of the 1970 Illinois Constitution provides that units of local government and school districts may contract and otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., allows units of local government and school districts to enter into an intergovernmental agreement to exercise its various powers, privileges or authority jointly with another unit of local government, and, in any such agreement, to appropriate funds and to sell, lease, give, authorize the receipt of grants, or otherwise supply the administrative joint board or other legal or administrative entity created to operate the cooperate undertakings by providing personnel or services therefor; and

WHEREAS, The parties acknowledge they have authority pursuant to Illinois law and the Local Government Property Transfer Act (50 ILCS 605/0.01 et seq.) to enter into this agreement; and

WHEREAS, the City and School District entered into an Intergovernmental Agreement to exchange certain property approved by the City on January 27, 2025 and the School District on January 31, 2025 (a copy is attached hereto); and

WHEREAS, the Parties desire to enter into a contract for the exchange of properties as described in the Intergovernmental Agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. **Exchange of Real Estate.** The City of Pana convey to the School District the Property (described in Exhibit A attached hereto and incorporated herein) located at 10 West Second Street (Parcel Number 11-25-21-224-001-00) (Property) in Pana, Illinois in exchange for the School District conveying to the City the property described in Exhibit B attached hereto and incorporated herein (known as Washington Elementary School at 200 S. Sherman Street, Pana and Lincoln Elementary School at 614 E. Second Street, Pana).

2. **Contract.** The exchange of property will be in accordance with the terms and conditions set forth in Exhibit C attached hereto and incorporated herein.

3. **Representation of Authority.** Each of the persons executing this Agreement represents and warrants to the other that he/she has the proper authority and power to execute this Agreement on behalf of his/her respective entity and to bind such entity to the terms and conditions hereof.

4. **Counterparts and Facsimile Signatures.** This Intergovernmental Agreement may be executed in counterparts, each of which shall be original and all of which shall constitute one and the same instrument. Facsimile signatures shall be considered as original signatures.

5. **Non-Assignable.** Neither Party shall have the right to transfer or assign this Agreement without the express written consent of the other Party.

6. **Term.** This Agreement shall terminate upon the exchange of property described herein.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date(s) set forth below.

CITY OF PANA, ILLINOIS

**BOARD OF EDUCATION OF
PANA COMMUNITY SCHOOL
DISTRICT NO. 8**

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

