

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
STICKNEY AND LYONS SCHOOL DISTRICT 103**

This agreement ("Agreement") is made and entered into this 20th day of September, 2016 ("Effective Date") between the Village of Stickney, Illinois, an Illinois municipal corporation (the "Village") and Lyons Elementary School District 103 (the "School District") (collectively, the "Parties").

WHEREAS, the Parties are units of local government and Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local governments to contract or otherwise associate among themselves in any matter not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised jointly with another unit of local government; and

WHEREAS, the Village has budgeted for the cost of repairing public walks for the May 1, 2016 through April 30, 2017 fiscal year (the "Sidewalk Program"); and

WHEREAS, the School District has requested the Village to include in its Sidewalk Program the replacement of thirty four (34) sidewalk squares that are located on School District property; and

WHEREAS, the Village has determined that the replacement of the sidewalk squares as requested by the School District will serve a public purpose and promote the public health, safety and welfare of the Village;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the Parties as follows:

1. The foregoing preambles are incorporated herein and constitute a part of this Agreement.
2. The Village will include in the Sidewalk Program thirty four (34) sidewalk squares (5' x 5') located on School District property and identified by the School District.
3. The Village shall have sole discretion over the selection of the contractor(s) to undertake the Sidewalk Program. The Village shall contract directly with the selected contractors.
4. The Village shall be responsible for supervising the Sidewalk Program. The School District shall pay the Village \$90.00 per square for each sidewalk square replaced. The School District will make payment to the Village within thirty (30) days of receiving an invoice from the Village. The Village may invoice the School District monthly.

5. In its sole discretion, the Village may decide not to undertake the program or to abandon the program at any time in which event the Village shall complete the replacement of any sidewalk squares owned by the School District that were removed prior to the abandonment.

6. This Agreement shall not be assigned by one Party without the express written consent of the other Party, which consent may be withheld, in the sole discretion of the other Party.

7. This Agreement may not be amended except pursuant to a written instrument signed by both Parties.

8. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, then this entire Agreement shall be null and void.

9. This Agreement is binding upon the successors and assigns of the Parties.

10. The waiver by either Party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

11. To the fullest extent permitted by law, each Party hereby agrees to and shall defend, indemnify and hold harmless the other Party, its past and present officials (whether elected or appointed), trustees, directors, employees, agents, officers, servants, representatives, attorneys, independent contractors, insurers, volunteers, successors or predecessors of, from and against any claims or causes of action arising out of or in connection with this Agreement. Notwithstanding the foregoing, the Parties do not waive any immunity provided by local, state or federal law, including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).

12. In addition to any and all other rights a Party may have available according to law, if either Party defaults by failing to substantially perform any provision, term or condition of this Agreement, the non-breaching Party may terminate this Agreement by providing written notice to the breaching Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have fifteen (15) calendar days from the effective date of such notice to cure the default(s). Unless waived by the Party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

13. Each Party to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith.

14. This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether

oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

15. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether under a third party beneficiary thereof or otherwise) other than the Parties.

16. This Agreement may be executed in counterparts, each of which is to be deemed an original, and which together constitute one and the same instrument. Facsimile signatures shall be sufficient.

17. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations under this Agreement.

18. Any and all notices, demands, requests and other communications necessary or desirable to be served under this Agreement shall be in writing and shall be either personally delivered or delivered to the Party or the Party's attorney by (i) facsimile transmission, (ii) email, (iii) prepaid same-day or overnight delivery service (such as Federal Express or UPS), with proof of delivery requested, or (iv) United States registered or certified mail, return receipt requested, postage prepaid, in each case addressed as follows:

Village: Village of Stickney
6533 Pershing Road
Stickney, Illinois 60402
Attn: Village Attorney

School District: Lyons School Elementary District 103
4100 Joliet Avenue
Lyons, Illinois 60534
Attn: _____

or such other address or addresses or to such other Party when any Party entitled to receive notice hereunder may designate for itself from time to time in a written notice served upon the other Parties hereto in accordance herewith. Any notice sent as hereinabove provided shall be deemed to have been received (i) on the date it is personally delivered, if delivered in person, (ii) on the date it is electronically transmitted by email or facsimile transmission, (iii) on the first business day after the date it is deposited with the overnight courier service, if delivered by overnight courier service, or (iv) on the third (3rd) business day following the postmark date which it bears, if delivered by United States registered or certified mail, return receipt requested, postage prepaid.

19. This Agreement contains the entire agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements between the Parties hereto respecting such matters, if any.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action or claim arising out of or related to this Agreement shall be brought in the Circuit Court of Cook County, Illinois.

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

VILLAGE OF STICKNEY

By: _____

Its: _____

LYONS SCHOOL DISTRICT 103

By: _____

Its: _____