

## AGREEMENT

This Agreement is made and entered into between the City of Springfield, an Illinois municipal corporation, (hereinafter called the "CITY") and Board of Education of Springfield School District No. 186, a school district organized and existing under the laws of the State of Illinois, (hereinafter called "DISTRICT")

### WITNESSETH

WHEREAS, the property (hereinafter called "PROPERTY") shown in Exhibit A attached hereto and made part hereof is owned by the DISTRICT; and

WHEREAS, the DISTRICT is currently constructing the Lanphier High School - Additions & Renovations on the PROPERTY as shown on Exhibit B, including modifications to the sidewalks and driveway entrances highlighted in yellow on said Exhibit "B"; and

WHEREAS, the CITY is desirous to construct a multi-use path along the south side of the PROPERTY as part of Usable Segment 6A of the Springfield Rail Improvements Project as highlighted in Exhibit C, of which a portion of said multi-use path will be located upon the PROPERTY; and

WHEREAS, the CITY is desirous to construct an 8' wide sidewalk along the west side of the PROPERTY as part of the CITY's sidewalk program as highlighted in Exhibit D, of which a portion of said sidewalk will be located upon the PROPERTY; and

WHEREAS, the DISTRICT is willing to grant the CITY a license to construct said multi-use-path and sidewalk and access that portion of the PROPERTY on which said multi-use-path and sidewalk is to be located, at no cost to the CITY, in order to construct and maintain said multi-use path and sidewalk, as highlighted in yellow and shown in Exhibits C & D; and

WHEREAS, under Article 7, Section 10(A) of the 1970 Constitution of the State of Illinois, the CITY and the DISTRICT may contract with each other to obtain services; and

WHEREAS, under Article 7, Section 10(A) of the 1970 Constitution of the State of Illinois, the CITY and the DISTRICT may use their revenues and other resources to pay costs related to intergovernmental activities; and

WHEREAS, under Article 7 Section 1(C) of the 1970 Constitution of the State of Illinois, the CITY and the DISTRICT may use their technical and financial resources to assist intergovernmental activities; and

WHEREAS, Sections 3 and 3.5 (5 ILCS 220/3 and 220/3.5) of the Intergovernmental Cooperation Act allow for agreements between public agencies to perform any governmental services or activity that they are authorized to conduct.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. CITY agrees to construct the multi-use path and sidewalk utilizing approved plans and specifications, receive unit bid prices, award contracts for construction of the multi-use path and sidewalk, furnishing inspections during construction, and oversee said construction so the multi-use path and sidewalk are constructed in accordance with the plans, specifications, and contract.
2. DISTRICT agrees to construct the Lanphier High School - Additions & Renovations, including modifications to the sidewalks and driveway entrances as shown in Exhibit B, utilizing approved plans and specifications, receive unit bid prices, and award contracts, furnishing inspections during construction, and oversee said construction so the multi-use path and sidewalk are constructed in accordance with the plans, specifications, and contract.
3. The CITY stipulates that it has reviewed and approved all plans and specifications for said construction, including the specifications. The construction contract will be awarded in accordance with applicable law.
4. The DISTRICT hereby grants the CITY a license to construct said multi-use-path and sidewalk and access that portion of the PROPERTY on which that portion of said multi-use-path and sidewalk is to be located, as shown in Exhibit C & D.
5. Any notice required to be permitted by this AGREEMENT or given in connection herewith shall be in writing and made by personal delivery or FIRST CLASS MAIL, postage prepaid, to the following representatives of the parties:

If to CITY:

Nathan Bottom, P.E.  
Chief City Engineer  
Room 203 Municipal Center West  
300 South Seventh Street  
Springfield, Illinois 62701

If to the DISTRICT:

Board of Education of Springfield School District No. 186  
Attn: Darrell Schaver, Director Operations and Maintenance  
520 West Reynold Street  
Springfield, IL 62702

6. This AGREEMENT contains the entire agreement of the parties and supersedes any and all prior agreement or oral understandings between the parties.
7. No term or provision of this AGREEMENT may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by both parties.
8. In performance of its obligations pursuant to this AGREEMENT, CITY and the DISTRICT shall comply with all valid and applicable provisions of federal, state and local law. All limits or standards set forth in this AGREEMENT to be observed in the performance of the AGREEMENT are minimum requirements, and shall not affect the

application of more restrictive valid and applicable, federal, state or local standards to the performance of the AGREEMENT.

9. If any term, covenant, condition or provisions (or part thereof) of this AGREEMENT or the application thereof to any party or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of the AGREEMENT and the application of such term or provision (or remainder thereof), to the parties or circumstances other than those as to which it is held invalid, or unenforceable, shall not be affected thereby, and shall be valid and be enforced to the fullest extent permitted by law.
10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
11. CITY and CITY'S contractors are independent contractors under this AGREEMENT and are not employees, agents, servants or representatives of the DISTRICT.
12. CITY and its contractors covenant that this contract will be performed in compliance with the Illinois Prevailing Wage Law.
13. Upon complete execution of the AGREEMENT, the CITY shall record the AGREEMENT in the office of the Recorder of Deeds of Sangamon County, Illinois, and provide a record stamped copy hereof to the DISTRICT.
14. This AGREEMENT shall become effective on the date it is executed by CITY and DISTRICT.

IN WITNESS WHEREOF, CITY and DISTRICT hereto have caused this AGREEMENT to be made effective and executed by their respective duly authorized officials.

CITY OF SPRINGFIELD

BOARD OF EDUCATION OF  
SPRINGFIELD SCHOOL DISTRICT  
No. 186

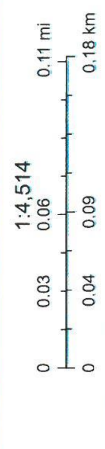
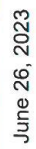
By: \_\_\_\_\_  
Misty Buscher, Mayor

\_\_\_\_\_  
Micah Miller, Board President

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

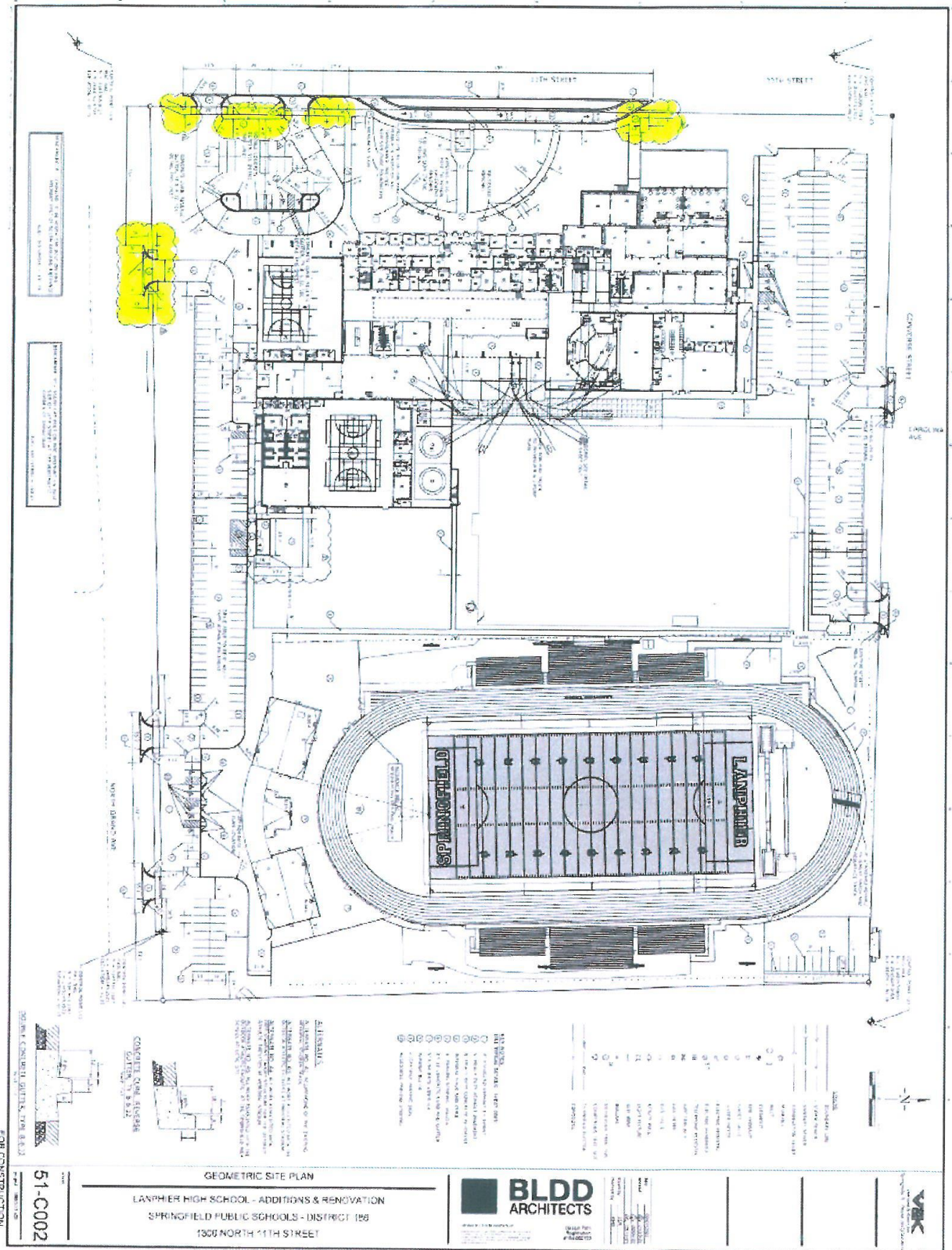
Date: \_\_\_\_\_

## District 186 / PIN: 14-22.0-480-004

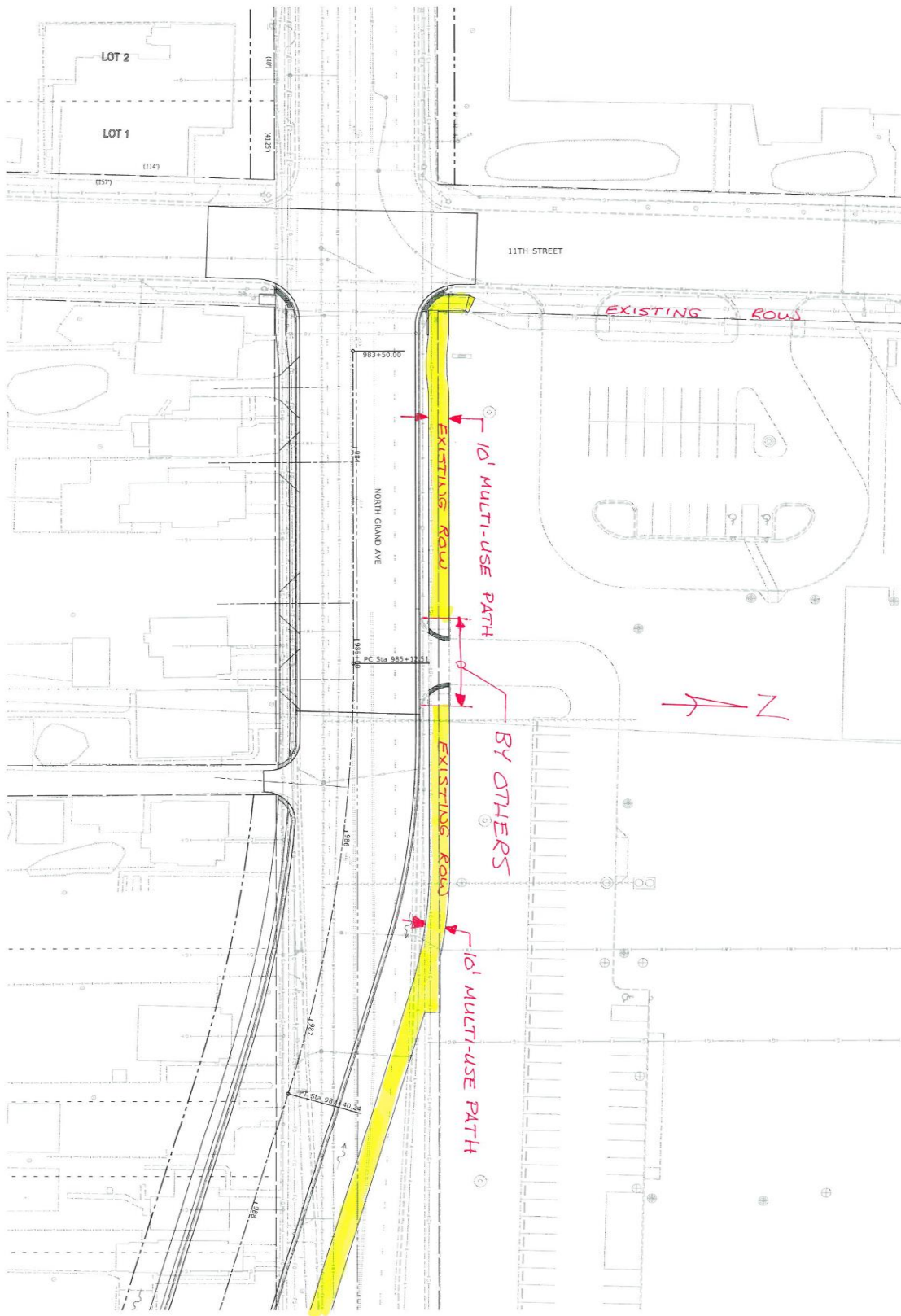




# Exhibit B



# Exhibit C



**Exhibit D**

