

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF JOLIET AND  
JOLIET TOWNSHIP HIGH SCHOOL DISTRICT 204  
FOR WATER EXTENSION & CONNECTION AT JOLIET WEST HIGH SCHOOL**

This Agreement is made by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter, "Joliet") and the Board of Education of Joliet Township High School District 204, an Illinois School District, (hereinafter, "School District 204"), collectively referred to as the "Parties" and individually as "Municipality & School District" herein, and is an Agreement for Water Main Extension & Connection for Joliet West High School located at 401 N. Larkin Avenue, Joliet, Illinois (hereinafter, "Agreement"), as described herein.

**WHEREAS**, Joliet is Home Rule Municipalities under and by virtue of the Illinois Constitution of 1970; and School District 204 is a public school district in Illinois; and

**WHEREAS**, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, Joliet and School District 204 are units of local government that may contract or 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 or by ordinance; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes municipalities to exercise jointly with any public Municipality of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

**WHEREAS**, the owner, School District 204, of 401 N. Larkin Avenue, Joliet, Illinois, Will County, Illinois, (PIN 30-07-07-400-012-0000), is currently working on a building expansion and has requested Joliet to install a water main extension and connection on private property to facilitate their construction as part of Joliet's Glenwood & West Acres Water Main Improvements; and

**WHEREAS**, the Parties wish to acknowledge in this Agreement that they are working cooperatively to allow for Joliet to install a water main extension & connection to Joliet West High School located at 401 N. Larkin Avenue, Joliet, Illinois; and

**WHEREAS**, School District 204 will grant a permanent easement & temporary construction easement ("Grant of Easement" attached) for Joliet to install the water main extension and connection at Joliet West High School located at 401 N. Larkin Avenue, Joliet, Illinois according to attached "Easement Exhibit"; and

**NOW, THEREFORE**, in consideration of the mutual promises, obligations and undertakings set forth herein, the Parties **AGREE AS FOLLOWS**:

**SECTION 1: Purpose of Agreement**

The owner of 401 N. Larkin Avenue, Joliet, Illinois, Will County, Illinois, (School District 204), is currently working on a building expansion and has requested Joliet to install a water main extension and connection on private property to facilitate their construction as part of Joliet's Glenwood & West Acres Water Main Improvements project.

**SECTION 2: Terms of Agreement**

Both parties wish to acknowledge in this Agreement that they are working cooperatively to allow for Joliet to install a water main extension & connection to Joliet West High School. School District 204 will grant a permanent easement & temporary construction easement for Joliet to install the water main extension and connection at Joliet West High School located at 401 N. Larkin Avenue, Joliet, Illinois.

**SECTION 3: No Indemnification**

Both Parties shall assume sole responsibility for insuring and/or indemnifying its own employees and shall provide for its own defense in any action or dispute that arises in connection with, or as the result of this Agreement.

**SECTION 4: Insurance**

Both Parties shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment and liability for its participation in this Agreement. Both Parties shall bear the responsibility for their own insurance even in the event of inadequate, nonexistent or exhausted coverage.

**SECTION 5: Adoption**

This Agreement shall become effective upon the passage and approval of a companion ordinance or resolution by each participating Parties, in the manner provided by law, and by the signing of this Agreement by the authorized representatives of Joliet and School District 204.

**SECTION 6: Term**

School District 204 to reimburse Joliet \$48,511.77 ("Glenwood Change Order 1" attached) for the water main extension and connection at Joliet West High School, located at 401 N. Larkin Avenue, Joliet, Illinois as part of Joliet's Glenwood & West Acres Water Main Improvements project.

**SECTION 7: Termination**

Either Joliet or School District 204 may withdraw from this Agreement by providing written notice to the other party. This Agreement will terminate thirty (30) days from the date

of written notice.

All notices pursuant to this Agreement shall be sent via regular first-class U.S. mail and via email to the following:

If to City of Joliet:

City of Joliet

150 W Jefferson St.

Joliet, Illinois 60432

Attention: Allison Swisher, Director of Public Utilities

Email: [aswisher@joliet.gov](mailto:aswisher@joliet.gov)

With a copy to:

City of Joliet Legal Department

150 W. Jefferson St.

Joliet, Illinois 60432

Attention: Corporation Counsel

Email: [Legal@joliet.gov](mailto:Legal@joliet.gov)

If to School District 204:

Joliet Township High School District 204

300 Caterpillar Drive

Joliet, IL 60436

Attention: Karla Guseman, Superintendent

Email: [kguseman@jths.org](mailto:kguseman@jths.org)

The parties may amend the address and email information above by sending notice thereof to the other party

**SECTION 8: Severability**

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in effect without regard to the invalidated section, portion, or subsection.

**SECTION 9: Modification**

Modifications to this Agreement must be made in writing and executed by each of the Parties authorized representatives before such modifications become effective.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

CITY OF JOLIET	SCHOOL DISTRICT 204
By:	By:
Title:	Title:
Date:	Date:

ATTEST	ATTEST
By:	By:
Title:	Title:
Date:	Date: