

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
ROMEOVILLE AND VALLEY VIEW SCHOOL DISTRICT 365U**

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between the Valley View Community Unit School District No. 365U, (hereinafter referred to as "District"), and the Village of Romeoville, an Illinois home rule municipality (hereinafter referred to as "Village").

WITNESSETH:

WHEREAS, the Village of Romeoville, and Valley View School District 365U are both units of local government as defined by Article VII, Section I of the Constitution of the State of Illinois; and

WHEREAS, Village of Romeoville, and Valley View School District 365U are authorized pursuant to the provisions of Sections 200/3 and 200/5 of the Intergovernmental Cooperation Act (Chapter 5, Sections 220/1 et seq., Illinois Compiled Statutes) to enter into Intergovernmental Agreements; and

WHEREAS, the Village of Romeoville currently maintains an existing water main located behind Robert C. Hill Elementary School, a school of Valley View School District 365U; and

Whereas, the Village of Romeoville seeks to relocate the existing water main to the front of the School; and

WHEREAS, in connection with this relocation, the Village of Romeoville is requesting a Public Utility Easement from Valley View School District 365U to allow access to, maintenance of, and repairs on the relocated water main as necessary; and

WHEREAS, the Village of Romeoville has agreed to reimburse Valley View School District 365U for the amount \$27,543.33 of costs incurred to connect the relocated water main to the existing water service line located inside the School;

NOW, THEREFORE, the Village of Romeoville, and Valley View School District 365U do hereby, pursuant to the powers granted to them by Article VII, Section I of the Constitution of the State of Illinois, mutually covenant and agree as follows:

ARTICLE I. PREAMBLES

The foregoing recitals are by this reference fully incorporated into and made a part of this Agreement.

ARTICLE II. TERMS AND CONDITIONS

- 2.1 Relocation of Existing Water Main. The Village will relocate the existing water main currently located behind Robert C. Hill Elementary School, a District-owned facility, to the front of the School. The existing and intended locations are described in Exhibit A. The full cost of relocating the water main, including all labor, materials, permitting, and related expenses, shall be borne solely by the Village.
- 2.2 Grant of Easement. Subject to the terms and provisions of this Agreement upon completion of the work and confirmation of the as-built location of the relocated water line, the District shall grant the Village a Public Utility Easement covering the relocated water main line in the Village's standard Public Utility Easement form.
- 2.3 Reimbursement of Connection Costs. The Village shall reimburse the District for its reasonable costs of not to exceed \$27,543.33 incurred that directly relate to connecting the internal water pipe located within Robert C. Hill Elementary School to the relocated water main. The District shall engage a qualified contractor to perform the necessary connection work. Upon completion of the work, the District shall provide the Village with paid invoices and waivers of lien evidencing the actual amount paid by the District for the connection. The Village shall remit reimbursement to the District within thirty (30) days of receipt of such documentation.
- 2.4 Restoration Obligations of the Village. Upon completion of main relocation, the Village shall restore the District property to the condition in which it was found prior to the water main relocation. All restoration work to be performed by the Village shall at minimum conform to all applicable Village ordinances and requirements.

ARTICLE III. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 Indemnification; Waiver. District and Village each agree to protect, indemnify, save, defend and hold harmless the other party, as well as such party's officers, officials, volunteers, employees, attorneys, representatives, and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney's fees, which the other party and for which the other party's officers, officials, volunteers, employees, attorneys, representatives and agents may become obligated by reason of any accident injury or death of persons or loss of or damage to property (collectively, "Claims") arising indirectly or directly in connection with or under, or as a result of this Agreement caused solely by virtue of any negligent or grossly negligent act or omission of the negligent party and/or its officers, officials, volunteers, employees, attorneys, representatives, and/or agents. The indemnification set forth herein shall apply without regard to the availability of insurance coverage or coverage under a self-insurance pool or similar arrangement.

The insurance company, self-insurance pool or similar entity of the party providing the indemnification shall be allowed to raise on behalf of the parties any and all defenses statutory

and/or common law to such Claim which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

District and Village, on behalf of themselves and their respective officers, officials, volunteers, employees, attorneys, representatives, and agents, hereby waive, release and forever discharge any and all existing or future Claims that any of them may have against the other than now or may in the future exist, which Claims arise from, relate to, or are connected with this Agreement, except Claims relating to the breach of this Agreement.

3.2. Insurance. District and Village represent that they each currently maintain insurance coverage or participate in a self-insurance pool or like entity, with coverages and limits as set forth in Exhibit B. During the term hereof, District and Village shall continue to maintain such coverage or participation at least to the extent set forth in Exhibit B, shall obtain written endorsements naming the other as additional insureds with respect to Claims arising out of this Agreement, and shall obtain written contractual liability endorsements evidencing the availability of the coverage set forth in Exhibit B for Claims arising out of this Agreement.

ARTICLE IV. LEGAL RELATIONSHIPS AND REQUIREMENTS

4.1. Entire Agreement. This Agreement incorporates the full and complete understanding of the parties to the exclusion of any terms or provisions not expressly set forth herein.

4.2. Exhibits. Exhibits attached to this Agreement are, by this reference incorporated into and made a part of this Agreement.

4.3. Amendments. This Agreement may be amended from time to time upon the mutual written agreement of the parties hereto. Any such amendment shall be in writing and shall not become effective except upon the enactment of an ordinance or resolution of each of the respective governing authorities of the parties, authorizing the execution of the proposed amendment.

4.4. Waivers. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or different provisions of this Agreement.

4.5. Notices. Notices or other writings which either party is required to or may wish to serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Village:

Village of Romeoville

Attn: Village Manager

1050 W. Romeo Road
Romeoville, IL 60446

If to District:

Valley View Community Unit School District No. 365U
Attn: Superintendent of Schools
801 West Normantown Rd.
Romeoville, Illinois 60446

or to such other address as any party may from time to time designate in a written notice to the other party.

4.6. Enforcement. It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, provided, however, the parties agree that the rights of the parties shall not include the right to recover a judgment for monetary damages against either party or any elected or appointed official thereof for any breach of any of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers pursuant to the express authorization of their respective boards, as of the date first above written.

Village of Romeoville

By: _____

Attest: _____

John D. Noak, Its President

Dr. Bernice Holloway, Its Clerk

VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT NO. 365U

By: _____

Attest: _____

Steven Quigley, Its President

Vickie Sutterlin, Its Secretary