

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this 9th day of October, 2008, by and between the VILLAGE OF ATKINSON, ILLINOIS, (hereinafter referred to as ATKINSON) and GENESEO UNIT SCHOOL DISTRICT NO. 228 (hereinafter referred to as SCHOOL DISTRICT);

WITNESSETH:

WHEREAS, each party hereto is a valid governmental unit of the State of Illinois; and

WHEREAS, ATKINSON is the owner of real estate located within its Village limits, commonly described as 109 South State Street, Atkinson, Illinois, and known as the elementary school premises; and

WHEREAS, the SCHOOL DISTRICT has closed the elementary school and is currently obligated to return the premises to ATKINSON by October ____, 2008; and

WHEREAS, the parties wish to provide a mutually agreeable arrangement for the SCHOOL DISTRICT to continue to lease and sublease this real estate for an additional specific term;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. The recitals are hereby incorporated by reference into this Agreement.
2. ATKINSON shall lease to the SCHOOL DISTRICT the above-described premises, in accordance with the terms hereinafter set forth.
3. The term of the lease shall be through April 30, 2009, the end of the fiscal year of ATKINSON, and the SCHOOL DISTRICT'S interest in the premises shall terminate on that date.
4. The SCHOOL DISTRICT shall maintain the buildings and improvements on the premises in a reasonable manner, and shall be responsible to keep them in an operable and safe condition at all times. The SCHOOL DISTRICT shall pay all utilities for said premises.
5. ATKINSON shall not charge the SCHOOL DISTRICT any specific rent for the SCHOOL DISTRICT'S lease of the premises, subject to the remaining terms of this paragraph and Agreement. The SCHOOL DISTRICT is permitted to sublease said premises, or any part thereof, to the Regional Office of Education (R.O.E.) under such terms as are currently in effect between those parties. No amendment in these terms shall be made without ATKINSON'S written consent. Said rent shall be applied first to utility and maintenance costs incurred by the SCHOOL DISTRICT under this Agreement, and any balance will be divided equally between the SCHOOL DISTRICT and ATKINSON. In the event that the rent is not sufficient to cover these expenses, the SCHOOL DISTRICT shall be responsible to pay any additional amounts therefore. The SCHOOL DISTRICT shall account to ATKINSON for the total revenues received between October 10, 2008 and April 30, 2009. The R.O.E. rent will be accrued at a daily rate of \$78.99 and the total revenue

recognized for the R.O.E. rent by the SCHOOL DISTRICT during the lease period will be a total of \$16,034.97 This amount will be included in total revenues received, whether actual payment has or has not been received yet by the SCHOOL DISTRICT from the R.O.E. The District shall also account for all expenses incurred in the maintenance of the elementary school for the same time period. Any excess of revenue over expenses shall be shared equally with ATKINSON. Any excess of expenses over revenue shall be shared equally with ATKINSON at the end of the accounting period, but only as a credit for future rent of the gymnasium space at the elementary school by the SCHOOL DISTRICT so long as ATKINSON maintains ownership of the school building. ~~The SCHOOL DISTRICT may further sublease any portion of the premises not used by R.O.E., and the rent therefrom shall be applied in the same manner as set forth above. In the event that such unused portions of the premises are not subleased as heretofore provided, ATKINSON shall have the ability to either utilize these areas for its own use or enter into rental agreements with third parties for their use and any excess of revenue over expenses shall be shared equally with the SCHOOL DISTRICT, subject to arrangements with the SCHOOL DISTRICT'S scheduling staff.~~

6. In the event that either party breaches this Agreement, the other party shall have available any legal or equitable remedy to enforce its rights or remedy damages. These rights shall include the right of forcible entry and detainer upon thirty (30) day notice to the SCHOOL DISTRICT as tenant. The aggrieved party to any action hereunder shall have the right to its reasonable attorney's fees and costs if successful.

7. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, assigns and successors in interest.

8. The signatures of each party hereto are pursuant to the authority of the governing board of that party after a majority vote authorizing the execution hereof.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 9th day of October, 2008.

VILLAGE OF ATKINSON, ILLINOIS

GENESEO SCHOOL DISTRICT UNIT 228

By: _____
Mayor

By: _____

Attest: _____

Attest: _____