

AMENDMENT TO
INTERGOVERNMENT AGREEMENT
BETWEEN
CITY OF O'FALLON

AND

O'FALLON COMMUNITY CONSOLIDATED SCHOOL DIST. NO. 90

WHEREAS, the City of O'Fallon (City) and the O'Fallon Community Consolidated School District No. 90 (School District) entered into a certain Intergovernmental Agreement (Agreement) on the 19th day of October, 1999, relating to the shared use of the facilities of the City and the facilities of the School District; and

WHEREAS, the City and School District are authorized and empowered by Article VII, Section 10 of the Constitution of the State of Illinois and 5 ILCS 220/1 et. seq. to enter into Intergovernmental Agreements for any purpose not prohibited by law; and

WHEREAS, the parties wish to amend the existing Intergovernmental Agreement to provide for the making of improvements to and the use of playground facilities at the School District's Hinchcliffe School.

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

1. The City shall purchase and install playground equipment of its choosing at Hinchcliffe School on a site chosen by the School District. The Hinchcliffe PTO has informed the parties that it will pay for one-half of the total cost of the project, with its one-half not to exceed \$30,000.00. As such, the School District agrees that should the Hinchcliffe PTO not pay its portion of the costs of the project, the School District shall reimburse the City for the PTO's portion of the costs of the project.

2. The City will provide monthly on-site inspections of the playground equipment and site, and further will maintain the playground equipment and site. Should the playground equipment, in the discretion of the City, need repair or replacement, the City shall be responsible for the repair or replacement of the equipment at its cost.

3. Article 15 of the parties existing Intergovernmental Agreement shall not apply to this Agreement. In its place, the parties agree in the event either party wishes to terminate this Agreement, they shall provide the other party with no less than 365 advance days notice. Upon termination of this Agreement, all playground equipment shall remain the property the School District. However, if the Agreement is terminated within one (1) year of the date of installation of the playground equipment, the School District shall pay the City the sum of \$25,000.

4. All provisions of the parties existing Intergovernmental Agreement not otherwise amended herein shall remain in full force and effect.

APPROVED THIS _____ DAY OF _____, 2005.

O'Fallon Community Consolidated
School District No. 90

Attest:

By: _____
President

Secretary

APPROVED THIS _____ DAY OF _____, 2005.

City of O'Fallon

By: _____
Mayor

City Clerk