

AGREEMENT No. 2025-05

Office Space Collaboration

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into by and between Franklin County Board, hereinafter referred to as the "County" and the City of Benton, hereinafter referred to as the "City". County and City are collectively referred to herein as "Parties" or individually as a "Party."

WHEREAS, this agreement is authorized pursuant to Article VII, Section 10 of the Illinois Constitution which states that units of local government may contract with other units of local government and to use revenue and other resources to "pay costs and to service debt related to intergovernmental activities." In addition, Chapter 5 of the Illinois Compiled Statutes, Act 220, Section 3 of the Intergovernmental Cooperation Act states any unit of local government's powers, functions and authority may be exercised and combined jointly with other public agencies in the State, except where expressly prohibited;

WHEREAS, County has office space that is located in the northern part of the basement of the County's Administrative building located at 901 Public Square, Benton, Illinois; and

WHEREAS, the Parties have consulted regarding the use of office space in the County's building and have agreed that approximately (2,500) square feet of office space in the northern part of the basement is available and desired to be used; and

WHEREAS, the Parties have reached a verbal agreement on key aspects of this collaboration;

NOW, THEREFORE, in order to formalize this collaboration, the Parties enter into this IGA.

I. Roles and responsibilities

County agrees:

- To provide office space for use by the City, including utilities (gas and electricity);
- To provide parking spaces at no cost to the City;
- To allow the City staff exclusive use of the office space.

The City agrees:

- To pay rent in the monthly amount (\$3,000.00) retroactively to January 1, 2025 and continue making said payment on the 1st day of each month thereafter until such time either party modifies or terminates this agreement
- To utilize the office space on the premises "as is" with no improvements or changes;
- That the City staff will park in designated parking lots;
- City staff will abide by any and all regulations for parking and safety;
- City staff will use the premises for appropriate and legal means;
- City staff will abide by reasonable rules and regulations regarding the use of the building, which may from time to time be modified, amended or terminated by the County;
- To adhere to the County's policies and procedures relating to security and emergency situations on the premises.

The Parties agree:

- County shall have no responsibility for any of the City's personal property, inventory or equipment, inclusive of personal property of the staff;
- The City will have access to the premises subject to the County's procedures for staff access to the premises;
- Neither Party may assign its rights under this IGA to a third party;
- Personnel policies of the City govern City staff;
- To hold harmless and indemnify the other Party from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with its own breach of this IGA;
- This IGA constitutes the entire agreement between the Parties with respect to the subject matter hereof.

II. Term: This agreement shall be effective upon the authorized signature of the Parties named herein and shall be in force from the date of the signature of the last Party. The agreement shall end with sixty (60) days notice by either party. Additionally, the parties shall review this agreement on an annual basis and if either party desires to change any term of this agreement, they shall notify the other party within thirty (30) days of its annual renewal.

III. Amendment: This agreement may be amended by mutual written consent of the Parties.

IV. Contacts: All notices required or desired to be sent by either Party shall be sent to the persons listed below.

For County:

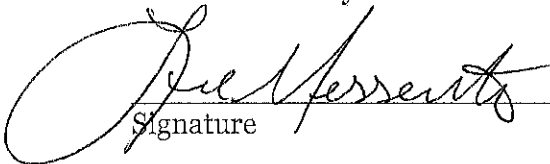
For the City:

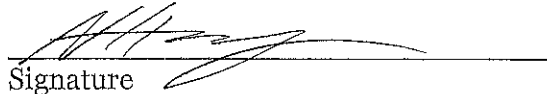
V. Counterparts: This agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

VII. Signatures:

City of Benton

Franklin County Board


Signature


Signature

Lee Messersmith Mayor
Printed Name and Title

Neil Hargis
Neil Hargis, Chairman

2/27/25
Date

2/27/25
Date