

3-1

**RELOCATION AGREEMENT**

This **RELOCATION AGREEMENT** (“Agreement”) is made as of the date of last execution hereof by is made and entered into as of the date of last execution below (the “Effective Date”), by and between **HELPING HANDS OF SPRINGFIELD, INC.**, an Illinois not-for-profit corporation (hereinafter “Helping Hands”), **THE COUNTY OF SANGAMON**, an Illinois body politic and corporate (the “County”), and the **SANGAMON MASS TRANSIT DISTRICT**, a regional mass transit district (hereinafter “SMTD”).

**WITNESSETH:**

**WHEREAS**, Helping Hands is a not-for-profit organization that provides homeless services to single adults ages eighteen (18) and older;

**WHEREAS**, Helping Hands is the owner of the real property commonly described as 115 North 11<sup>th</sup> Street and 1023 East Washington Street in Springfield, Illinois (PIN: 14-27.0-460-023 and -029) (the “Property”);

**WHEREAS**, the County is the owner of the facility located at 2201 South Dirksen Parkway in Springfield, Illinois (PIN: 22-01.0-304-022) that currently serves as both the Sangamon County Juvenile Center and an office of the Regional Office of Education (“Multipurpose Facility”);

**WHEREAS**, the County desires to acquire the Property as it is ideally situated to serve as the Sangamon/Menard Area Regional Transit program headquarters upon completion of the Springfield Sangamon County Transportation Hub;

**WHEREAS**, the Multipurpose Facility is currently underutilized and uniquely situated to meet the service delivery needs of Helping Hands;

**WHEREAS**, Helping Hands desires to lease space within the Multipurpose Facility;

**WHEREAS**, in order for the clients served by Helping Hands to be able to access the Multipurpose Facility, bus service to the Multipurpose Facility and a new SMTD bus stop within the immediate vicinity of the Multipurpose Facility are necessary;

**WHEREAS**, the parties desire to enter into this Agreement to codify the agreements of the parties for the County to purchase the Property from Helping Hands, Helping Hands to enter into a lease agreement for space within the Multipurpose Facility, and for SMTD to establish a bus stop within the immediate vicinity of the Multipurpose Facility.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that:

1. Contingencies. The obligations of each party to this Agreement are explicitly contingent upon the following matters:

a. Use of Multipurpose Facility. The Sangamon County Juvenile Center located within the Multipurpose Facility is subject to the authority and oversight of the State of Illinois through its applicable departments or agencies (the “State”). Should the State prohibit the use of the Multipurpose Facility by Helping Hands as contemplated herein, this Agreement and the Lease Agreement, as hereinafter

defined, may be terminated at any time by the County provided that the County give at least one hundred twenty (120) days' prior notice of termination of the Lease Agreement or as much advanced notice as may be permitted by the State under the circumstances.

2. Sale of Property. Helping Hands and the County agree to enter into the Contract for Sale of Real Estate, attached hereto and incorporated herein as Exhibit A, contemporaneously with the execution of this Agreement.

3. Lease of Space within Multipurpose Facility. Helping Hands and the County agree to enter into the Lease Agreement, attached hereto and incorporated herein as Exhibit B, contemporaneously with the execution of this Agreement for the lease of the Premises, as identified in the Lease Agreement. Helping Hands shall be responsible for furnishing the Premises with all necessary or convenient personal property for the provision of applicable services within the Premises.

4. Establishment of Bus Stop. SMTD agrees that on or before October 1, 2023, SMTD shall establish bus service to the Multipurpose Facility and establish a new SMTD bus stop within the immediate vicinity of the Multipurpose Facility.

5. Authorization to Enter into Agreement. Each individual executing or attesting to this Agreement on behalf of a respective unit of local government hereby warrants and represents that such individual is authorized to execute or attest and deliver this Agreement pursuant to authority granted by the corporate authorities of the applicable unit of local government on behalf of whom the individual is executing or attesting to this Agreement.

6. Miscellaneous.

a. Severability. If any term, covenant, condition, or provision (or any part thereof) of this Agreement or the application thereof to any party or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision (or remainder thereof), to the parties or circumstances other than those as to which it is held invalid, or unenforceable, shall not be affected thereby, and shall be valid and be enforced to the fullest extent permitted by law.

b. Compliance with Applicable Law. In performance of each party's respective obligations pursuant to this Agreement, the parties shall comply with all applicable provisions of federal, state, and local laws. Any limits or standards set forth in this Agreement to be observed in the performance of the Agreement are minimum requirements and shall not affect the application of more restrictive valid and applicable, federal, state, or local standards to the performance of the Agreement.

c. No Third-Party Beneficiary. This Agreement is intended solely for the benefit of the parties hereto, and it is not the intention of the parties to confer third-party beneficiary rights upon employees, officers, directors, or policyholders of any other person, firm, unit of government, or corporation.

d. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.

e. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

f. Entire Agreement. This document and Exhibits A through D constitute the entire agreement between the parties, and there are no oral agreements or other written agreements. This Agreement may be modified only by a writing executed by all parties hereto.

g. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

h. Headings. The headings contained in this Agreement are for convenience of reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

i. Recitals; Terms of Art. The recitals are an integral part of this Agreement and are incorporated herein as if restated in full. Terms of art shall have the meaning so ascribed herein.

j. Relationship of Parties. For the purposes of this Agreement, no party shall be deemed to be an independent contractor, agent, or employee of the other party. No party shall have authority to make any statements, representations, or commitments of any kind, or to take any action that is binding on the other party, except as explicitly authorized herein.

k. Further Assurances. Each party hereto agrees, as the other party may reasonably request for the purposes of carrying out the intent and purposes of this Agreement, to: (i) furnish upon request to each other party such further information; (ii) to execute and deliver to each other party such other documents, and (iii) to do such other acts and things.

l. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of law rules thereof. The parties agree that all actions or proceedings arising directly, indirectly or otherwise in connection with this Agreement and the transactions contemplated hereby shall be litigated only in courts having a situs in Sangamon County, Illinois, and hereby consent and submit to the jurisdiction of state Circuit Court located within said county and state.

m. Failure to Perform. In the event any party hereto fails to perform its applicable duties or obligations hereunder, any other party may, at its option, seek specific performance from the party in default, or may exercise its other remedies at law or in equity.

n. Counterparts. This Agreement and any amendment hereto may be executed in any number of counterparts by each party, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. The parties may execute this Agreement by facsimile, scanned Portable Document Format ("PDF"), or other electronically transmitted signature, and such facsimile, scanned PDF, or other electronically transmitted document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year last stated below, each party being authorized thereunto.

**HELPING HANDS:**

HELPING HANDS OF SPRINGFIELD, INC., an Illinois not-for-profit corporation

By: 

Printed Name: Laura K. Davis

Title: Executive Director

Date: May 15, 2023

**SMTD:**

SANGAMON MASS TRANSIT DISTRICT, a regional mass transit district

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY:**

THE COUNTY OF SANGAMON, an Illinois body politic and corporate

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_