

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ROCHESTER AND THE VILLAGE OF
CHATHAM**

*BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:*

SECTION 1: That certain Intergovernmental Agreement Between the Village of Rochester and the Village of Chatham, a copy of which is attached hereto, is hereby approved.

SECTION 2: The Village President is hereby authorized to execute said contract, and the proper officers of the Village are hereby authorized to carry out the contract according to its terms.


SECTION 3: This Ordinance is effective immediately.

PASSED this 11 day of July, 2000.



VILLAGE PRESIDENT

ATTEST:



Village Clerk

AYES:
NAYS:

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PASSED:
APPROVED:

2-11-00
7-11-00

ABSENT:

Reynolds

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 00-35, adopted by the President and Board of Trustees of said Village on the 11 day of JULY, 2000, said Ordinance being entitled:

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CHATHAM**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 11 day of JULY, 2000.



Village Clerk

INTERGOVERNMENTAL AGREEMENT
Between
THE VILLAGE OF ROCHESTER, ILLINOIS
and
THE VILLAGE OF CHATHAM, ILLINOIS

This Intergovernmental Agreement, is made this 11 day of July, 2000, by and between the Village of Rochester, Illinois, an Illinois municipality (hereinafter referred to as "Rochester"), and the Village of Chatham, Illinois, an Illinois municipality (hereinafter referred to as "Chatham").

WITNESSETH:

WHEREAS, Rochester has the authority to take actions with respect to furnishing the water supply for Rochester pursuant to Divisions 124, 125 and 126 of the Illinois Municipal Code; and

WHEREAS, Chatham has the authority to take actions with respect to furnishing the water service for Chatham pursuant to Divisions 124, 125 and 126 of the Illinois Municipal Code; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970; the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and Section 1-1-5 of the Illinois Municipal Code, 65 ILCS 5/1-1-5, collectively permit, provide and expressly authorize Rochester and Chatham to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the respective governing bodies of both Rochester and Chatham believe it is in the best interest of each municipality as well as the persons residing within their respective boundaries, that the municipalities cooperate in obtaining and providing funds for the services of an engineering consultant to study potential alternatives for water supply and water treatment for each of the municipalities in cooperation with each other; and

WHEREAS, the respective governing bodies of both Rochester and Chatham recognize that there will be discussions regarding the joint construction and operation of a water treatment plant and distribution system, and desire that financial arrangements between Rochester and Chatham be set forth in this Agreement; and

WHEREAS, Rochester and Chatham entered into an Intergovernmental Cooperation Agreement in May, 1998, and the parties desire to amend and restate in the form as follows, which necessitates the termination of the previous agreement; and

WHEREAS, in view of the financial resources of the parties, Chatham is willing to advance the funds necessary to pay the engineering consultant, subject to reimbursement from Rochester as set forth herein;

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

1. The recitals set forth above are hereby declared to be adopted by Rochester and Chatham as part of this Agreement, as if said recitals were expressly set forth verbatim in the body of this Intergovernmental Cooperation Agreement.

2. The parties each participated in the creation of the WATER Team which prepared and submitted its report to each of the governing bodies of Rochester and Chatham.

3. The parties have cooperated in the creation of a Request For Qualifications for the purpose of obtaining expressions of interest from qualified candidates to furnish consulting services to the parties in respect of a study of the joint construction and operation of a water treatment plant and distribution system (the "Study").

4. The parties shall mutually agree upon the selection of a consultant for the Study. Each party

shall be required to approve and authorize, at each such party's sole and absolute discretion, any proposed contract with such consultant. In the event either party shall not approve and authorize any such contract, then this Agreement shall be considered null and void, and neither party shall be obligated to the other hereunder.

5. The parties agree that in the event the parties agree on the selection of a consultant for the Study, and each party approves and authorizes a contract with such consultant, said contract shall be between the consultant and Rochester and Chatham, and such contract shall specify that each of Rochester and Chatham are obligated severally to the extent of their obligations set forth in this Agreement.

6. The parties shall cooperate with each other in good faith in all respects of this Agreement. The parties agree and acknowledge that in order to facilitate the cooperation of the parties in the Study, each party shall designate a contact person or persons for such party and that all communications involving the consultant for the Study shall involve each of the designated contact persons.

7. The cost and expense of the consultant for the Study shall be shared equally by the parties, as follows. The contract with the consultant shall have a not-to-exceed price of \$40,000, and shall provide that the consultant shall invoice Chatham upon completion of the work. Chatham shall pay the invoice, and Rochester shall within 30 days thereof reimburse Chatham 1/4 of the invoiced amount. Rochester shall reimburse Chatham an additional 1/4 of the invoiced amount on or before July 1, 2001.

8. The parties agree and acknowledge that all actions to be taken or approvals that are necessary in connection with this Agreement or the Study must be mutually agreeable and that each

party has the sole and absolute discretion with respect to each such action or approval. Furthermore, neither party shall be obligated to the other party for any exercise of discretion by such party.

9. Other than as set forth herein, nothing in this Agreement shall be construed to impose any duty upon either party with respect to the Study, including any financial obligations, other than as expressly set forth herein.

10. During the term of this agreement, neither party shall be deemed to have transferred or assigned any power, authority or discretion of such party to the other party.

11. This Agreement shall not become effective until first approved by appropriate ordinance or resolution of the governing bodies of Rochester and Chatham. Approval of this Agreement shall constitute the termination of any and all previous agreements and shall constitute the sole understanding and agreement between Rochester and Chatham with respect to the subject matter addressed herein.

12. Unless sooner terminated by mutual consent of the parties approved by ordinance of both parties, this Agreement shall remain in full force and effect until the happening of all of the following events: (a) completion of the Study by the consultant; (b) payment by Chatham of all amounts due to the consultant, and (c) payment by Rochester of all amounts due to Chatham. This Agreement may be modified only by a written instrument approved by ordinance of both of the parties.

IN WITNESS WHEREOF, Rochester and Chatham have hereby approved this Intergovernmental Cooperation Agreement.

VILLAGE OF ROCHESTER, ILLINOIS

By: _____
Its President

ATTEST:

Its Clerk

VILLAGE OF CHATHAM,

By: Linda Kuster
Its President

ATTEST:

David A. Krueger
Its Clerk