

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGES OF LOMBARD AND VILLA PARK
IN REGARD TO THE INTERCONNECTION
OF THEIR RESPECTIVE MUNICIPAL WATER SYSTEMS**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is entered into this ___ day of _____, 2017, by and between the Village of Villa Park (hereinafter referred to as "VILLA PARK") and the Village of Lombard (hereinafter referred to as "LOMBARD"). VILLA PARK and LOMBARD are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, 65 ILCS 5/11-124-1 in part authorizes municipalities to contract for the purpose of acquiring and assuring an adequate supply of water; and

WHEREAS, the Parties find it desirable to provide for the interconnection of their respective water systems; and

WHEREAS, the Parties have previously installed an interconnection main and valve system, which is located in the right-of-way of Roosevelt Road, adjacent to 300 East Roosevelt Road; and

WHEREAS, the Parties desire to formalize the terms and conditions relative to the use and maintenance of the aforementioned interconnection; and

WHEREAS, the Parties hereby represent and warrant that each has the legal capacity and authority under the laws of the State of Illinois to enter into this Agreement; and

WHEREAS, it is in the best interests of VILLA PARK and LOMBARD to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereto agree as follows:

I. INCORPORATION OF PREAMBLES

The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.

II. INTERCONNECTION OF WATER SYSTEMS

- A. The water systems of VILLA PARK and LOMBARD shall be interconnected by a water main with a two (2) valve interconnect and dual direction flow meter system, located in a valve vault in the dedicated right-of-way of Roosevelt Road, adjacent to 300 East Roosevelt Road, within the corporate limits of VILLA PARK (hereafter referred to as the "Interconnection"); with the location of said Interconnection being depicted on Exhibit "A", attached hereto and made part hereof.
- B. VILLA PARK and LOMBARD shall each own one (1) valve key to open their respective valves in regard to the Interconnection; with both valves having to be open simultaneously to allow water to flow through the Interconnection.
- C. The Interconnection shall be opened only by operation of the aforesaid two (2) valve keys, only upon **mutual consent** of the Parties hereto and only for emergency purposes. For purposes of this Agreement, "emergency purposes" shall contemplate an opening of the Interconnection for non-consecutive periods not to exceed twenty-four (24) hours after which it shall be closed for not less than the amount of time it was open before being reopened for the next period of time. Further, an "emergency" shall only be deemed to exist due to circumstances, beyond the individual control of the respective Party requesting water, which prevent or substantially restrict the requesting Party's ability to serve the normal water requirements of the users of its water system, in a manner that maintains health and safety standards, such as, but not limited to, a major mechanical pumping failure, loss of power, or a major water main rupture/break. Circumstances within the control of a Party to this Agreement shall be deemed to include, but not be limited to, the adoption and enforcement of ordinances regulating the watering of lawns, requiring the utilization of water efficient fixtures and other conservation measures designed to limit or restrict wasteful use of water.
- D. Notwithstanding subsection C. above, construction activity that requires one Party to open the Interconnection and receive water from the other Party, for a period that exceeds twenty-four (24) hours, shall be permitted, provided the requesting Party provides written notice to the other Party at least thirty (30) days prior to the opening of the valves. Said notice shall be made in accordance with Section VIII. of this Agreement.

- E. In the event that the Interconnection is open and water flowing there through, the Party furnishing the water may charge the other Party at the wholesale rate charged to the furnishing Party by the DuPage Water Commission, for the gallons of water provided.

III. MAINTENANCE OBLIGATIONS

- A. A maintenance schedule shall be mutually agreed to by VILLA PARK and LOMBARD and the costs for the maintenance of the Interconnection shall be paid equally by the Parties. When VILLA PARK or LOMBARD perform said maintenance on the Interconnection, each Party shall reimburse the other Party that performed the maintenance for one-half (1/2) of the actual maintenance costs within thirty (30) days of presentation of an itemized statement by the Party which performed such maintenance on the Interconnection. Each Party shall reimburse the other Party for its share of every Interconnection maintenance cost, including, but not limited to, labor, engineering, equipment and material costs. Said itemized statement shall be signed by the authorized representative of the Party performing such maintenance. Notwithstanding the foregoing, each Party shall notify the other Party, in writing, regarding possible maintenance requirements, at least seven (7) days prior to undertaking such maintenance, unless the maintenance must be undertaken immediately, for health and/or safety reasons, in which case notice of said maintenance shall be given as soon as practicable.
- B. VILLA PARK shall maintain, at its sole cost and expense, any water mains and associated equipment lying North of the Interconnection vault.
- C. LOMBARD shall maintain, at its sole cost and expense, any water mains and associated equipment lying South of the Interconnection vault.

IV. VILLA PARK INDEMNIFICATION OF LOMBARD

VILLA PARK shall indemnify and hold harmless LOMBARD, and its elected officials, officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of VILLA PARK, or its elected officials, officers, agents, employees, consultants or contractors, pursuant to this Agreement.

V. LOMBARD INDEMNIFICATION OF VILLA PARK

LOMBARD shall indemnify and hold harmless Village Park, and its elected officials, officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either

directly or indirectly, out of the acts or omissions of LOMBARD, or its elected officials, officers, agents, employees, consultants or contractors, pursuant to this Agreement.

VI. NO WAIVER OF TORT IMMUNITY DEFENSES

Nothing contained in Sections IV. or V. above, or in any other provision of this Agreement, is intended to constitute, nor shall it constitute, a waiver of the defenses available to either of the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

VII. TERMINATION

This Agreement may be terminated by either Party, upon giving the other Party one (1) year's prior written notice. Upon the termination of this Agreement, each Party shall be responsible for disconnecting its water system from the Interconnection.

VIII. NOTICES

Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to LOMBARD:

Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

With a copy to:

Director of Public Works
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

If to VILLA PARK:

Village Manager
Village of Villa Park
20 South Ardmore Avenue
Villa Park, Illinois 60181

With a copy to:

Director of Public Works
Village of Villa Park
20 South Ardmore Avenue
Villa Park, Illinois 60181

or to such other address, or to such other and/or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

IX. COUNTERPARTS

This Agreement shall be executed simultaneously in two (2) counterparts, each of which

shall be deemed an original, but both of which shall constitute one and the same Agreement.

X. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

XI. EFFECTIVE DATE

This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement as set forth below, which date shall be inserted on page 1 hereof.

IN WITNESS WHEREOF, LOMBARD, pursuant to authority granted by the adoption of a Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and VILLA PARK, pursuant to authority granted by the adoption of a Resolution by its Board of Trustees, has caused this Agreement to be signed by its President and attested by its Clerk.

VILLAGE OF LOMBARD

VILLAGE OF VILLA PARK

By: _____
Keith Giagnorio
Village President

By: Albert Bulthuis
Albert Bulthuis
Village President

Date: _____

Date: 6-28-17

ATTEST:

ATTEST:

Sharon Kuderna
Village Clerk

Hosanna Korynecky
Hosanna Korynecky
Village Clerk



Date: _____

Date: 6-28-17

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

CERTIFICATION

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Albert Bulhuis and Hosanna Korynecky, personally known to me to be the Village President and Village Clerk of the Village of Villa Park, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the signed instrument, pursuant to authority given by the Village of Villa Park, as their free and voluntary act, and as the free and voluntary act and deed of the Village of Villa Park, for the uses and purposes therein set forth, and that the Village Clerk, as custodian of the corporate seal of the Village of Villa Park, caused said seal to be affixed to said instrument as the Village Clerk's own free and voluntary act and as the free and voluntary act of the Village of Villa Park, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2017.

Notary Public

My Commission Expires: _____

Exhibit "A"

**DEPICTION OF THE
INTERCONNECTION LOCATION**

Lombard/Villa Park Interconnect

