

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF OSWEGO, THE UNITED CITY OF YORKVILLE, THE
VILLAGE OF MONTGOMERY, AND KENDALL COUNTY, ILLINOIS**

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into as of the effective date provided in Section 15 of this Agreement, by and between the VILLAGE OF OSWEGO, an Illinois municipal corporation (hereafter referred to as "Oswego"), the UNITED CITY OF YORKVILLE, an Illinois municipal corporation (hereafter referred to as "Yorkville"), THE VILLAGE OF MONTGOMERY (hereafter referred to as "Montgomery"), an Illinois municipal corporation, and KENDALL COUNTY, ILLINOIS, a unit of local government (hereafter referred to as "Kendall County") (collectively, "the Parties").

WITNESSETH:

WHEREAS, the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorize and encourage intergovernmental cooperation; and

WHEREAS, the Parties desire to retain the firm of Elevate Government Affairs to perform governmental affairs services on behalf of the Parties to represent their common interests.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereby agree as follows:

1. Governmental Affairs Services Contract. Oswego will enter into a contract with Elevate Government Affairs for purposes of Elevate Government Affairs providing governmental affairs services on behalf of the common interests of the Parties.

2. Cost-Sharing. The Parties agree that they will equally share the cost of all services rendered by Elevate Government Affairs, and each party will be responsible for paying one-quarter of Elevate Government Affairs' monthly fee. Each month, Oswego will provide Yorkville, Montgomery, and Kendall County with a copy of the Elevate Government Affairs invoice. Yorkville, Montgomery, and Kendall County will remit payment to Oswego within 30 days of receiving a copy of the invoice.

3. Term and Termination. This Agreement shall commence on the date set forth in Paragraph 15 and shall continue in full force and effect until terminated. The Parties may terminate this Agreement at anytime by written mutual consent and agreement. Each party will be responsible for payment of their share of fees accrued prior to termination.

Also, any one or more of the parties may terminate their interest in this Agreement at any time by providing all other parties with at least (30) calendar days prior written notice of such termination. The terminating party will be responsible for payment of their share of fees accrued prior to their termination date. In the event that one or more

of the parties terminates their interest in this Agreement, the Agreement shall remain in effect for all remaining parties and the remaining parties agree they will equally share the cost of all services rendered by Elevate Government Affairs and will pay their proportionate share of Elevate Government Affairs' monthly fee to Oswego within 30 days of receiving a copy of the invoice.

In addition,

4. Notices. All notices concerning this Agreement shall be in writing and addressed to the other parties as follows:

If to Oswego: Village of Oswego
Attn: Village Administrator
100 Parkers Mill
Oswego, Illinois 60543

If to Yorkville: United City of Yorkville
Attn: City Administrator
800 Game Farm Road
Yorkville, IL 60560

If to Montgomery: Village of Montgomery
Attn: Village Administrator
200 N River Street
Montgomery, IL 60538

If to Kendall County: Kendall County
Attn: County Administrator
111 W. Fox Street
Yorkville, IL 60560

Unless otherwise provided herein, notices shall be hand delivered, or sent by registered or certified U.S. mail postage prepaid, by commercial overnight delivery service, or transmitted by facsimile. Notices shall be deemed served or delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile, on the day after being sent when sent by overnight delivery service, and on the second business day after deposit in the mail when sent by U.S. mail. A party may change its designated recipient or address for notification purposes by giving the other parties written notice of the new designated recipient or address.

5. Time of Essence. Time is of the essence and all provisions of this Agreement herein relating thereto shall be strictly construed.

6. Preambles and Exhibits. The preambles and exhibits to this Agreement are hereby incorporated as if set forth fully herein.

7. Captions. The captions of this Agreement are for convenience only and are not to be construed as part of the Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

8. Entire Agreement. This Agreement sets forth all of the covenants, conditions and promises between the parties, represents the entire agreement between the parties, and supersedes all previous communications or understandings whether oral or written.

9. Amendments Must be in Writing. The covenants, terms or conditions of this Agreement to be kept and performed by either party, shall not be altered, waived, modified or abandoned except by a written instrument, duly signed, acknowledged and delivered by authorized representatives of the Parties.

10. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. No Assignment and Successors. No party may assign any rights or duties under this Agreement without the prior written consent of the other parties. This Agreement shall be binding upon the successors of the Parties' respective governing boards.

12. Governing Law and Venue. This Agreement shall be construed and governed by the laws of the State of Illinois. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

13. Compliance with Laws. The Parties shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of this Agreement.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same Agreement.

15. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties sign, as set forth below, the signature of their duly authorized representative.

IN WITNESS WHEREOF, authorized representatives of Oswego, Yorkville, and Montgomery have executed this Agreement:

VILLAGE OF OSWEGO

By: _____

Title: _____

Date: _____

UNITED CITY OF YORKVILLE

By: _____

Title: _____

Date: _____

VILLAGE OF MONTGOMERY

By: _____

Title: _____

Date: _____

KENDALL COUNTY, ILLINOIS

By: _____

Title: _____

Date: _____