

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE FOREST PRESERVE DISTRICT OF KANE COUNTY AND THE CITY OF
GENEVA**

This Agreement entered into this _____ day of _____, by and between the FOREST PRESERVE DISTRICT OF KANE COUNTY, body corporate and politic of the State of Illinois, hereinafter called the "DISTRICT", and the CITY OF GENEVA, a municipal corporation of the State of Illinois, hereinafter called the "CITY", are collectively referred to as the "PARTIES" and each individually as a "PARTY".

WITNESSETH:

WHEREAS, the DISTRICT has identified a need of the Settler's Hill Golf course (COURSE) for access to a permanent and reliable water source for irrigation purposes; and

WHEREAS, the CITY's Wastewater Treatment Facility is located within a half mile of the golf course and may have the ability to supply re-use water for irrigation purposes; and

WHEREAS, the CITY is currently under contract with the engineering firm CDM Smith for improvements to its existing wastewater treatment facility (WWTF); and

WHEREAS, the PARTIES have determined that an Engineering Study utilizing the City's existing contract with CDM Smith is the appropriate next step in determining the feasibility of reuse water for irrigation at the COURSE, including the study of available pipelines and/or routes between the WWTF and the Course; and,

WHEREAS, the DISTRICT by virtue of its powers as set forth in the Illinois Intergovernmental Cooperation Act Section 5 ILCS 220/1 et.seq. is authorized to enter into this Agreement; and

WHEREAS, the CITY by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 is authorized to enter into this Agreement; and

WHEREAS, an intergovernmental agreement is appropriate and is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, of the Illinois Compiled Statutes, (5 ILCS 220/1).

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto mutually, covenant agree and bind themselves as follows; to wit:

I. PROFESSIONAL SERVICES

- A.** The CITY shall contract for the necessary professional services specified in the proposal 'City of Geneva WWTF Detailed Scope of Services for Study of Water Reuse for the Settler's Hill Golf Course' (PROJECT) attached hereto and incorporated herein by reference as Exhibit A.
- B.** In order to avoid conflicting directions, the CITY will be the primary contact for the Engineering firm CDM Smith, but will include the DISTRICT on all communications and meetings with CDM Smith concerning the PROJECT.
- C.** The DISTRICT shall contribute 100% of the feasibility study costs for an amount not to exceed \$54,800.00 and shall pay, to the CITY, in two increments.
 - First installment of \$27,400.00 will be due May 1, 2026.
 - Second installment of \$27,400.00 +/- will be due within 30 days of the final invoice received from CDM Smith and will be adjusted to reflect actual final invoice amount.
- D.** Should additional assignments under Exhibit A be required that would cause the final amount due to exceed \$54,800.00, before said additional assignments can be approved by the CITY, the CITY shall notify the DISTRICT and obtain written consent for said additional assignments. For purposes of efficiency, the DISTRICT agrees that the following representative may approve additional expenses up to the amount of \$5,000.00:

FOREST PRESERVE DISTRICT: Benjamin Haberthur, Executive Director

II. INDEMNIFICATION AND RECORDS

- A.** Each PARTY shall defend indemnify and hold harmless the other PARTIES, and each of their respective officers, directors, employees and agents from and against all claims of third Parties, and all associated losses, to the extent arising out of a PARTIES negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a PARTY of any of its representations, warranties, covenants or agreements under this Agreement.
- B.** The CITY shall maintain, for a minimum of three (3) years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement.

III. GENERAL PROVISIONS

- A. It is understood and agreed that this is an intergovernmental agreement between the City of Geneva, and the Forest Preserve District of Kane County.
- B. Wherever in this Agreement approval or review by any of the PARTIES hereto is provided for, said approval or review shall not be unreasonably delayed or withheld.
- C. In the event of a dispute between the PARTIES in the carrying out of the terms of this Agreement, the representatives noted above (or their successors) shall meet and resolve the issue.
- D. Any dispute concerning this Agreement that is not resolved as provided above shall be resolved by decision of the elected Chief Officer of each respective PARTY and their decision shall be final.
- E. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- F. This Agreement may only be modified by written modification executed by duly authorized representatives of the PARTIES.
- G. This Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- H. It is agreed that the laws of the State of Illinois shall apply to this Agreement and that, in the event of litigation, venue shall lie in Kane County, Illinois.
- I. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the FOREST PRESERVE DISTRICT:

The Forest Preserve District of Kane County
1996 S. Kirk Rd., Ste. 320
Geneva, Illinois 60134.
Attn: Executive Director

To the CITY:

The City of Geneva
10 S. Municipal Drive
Geneva, Illinois 60554
Attn: Alex Voigt , City Administrator

J. The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into this Agreement.

IN WITNESS THEREOF, the PARTIES have executed this Agreement on the dates indicated.

THE CITY OF GENEVA

By: _____

Attest: _____

Date: _____

THE FOREST PRESERVE DISTRICT OF KANE COUNTY

By: _____

President

Attest: _____

Date: _____

EXHIBIT A

City of Geneva WWTF Detailed Scope of Services for Study of Water Reuse for the
Settler's Hill Golf Course

DRAFT