

**INTERGOVERNMENTAL COOPERATION
AGREEMENT**

Between

The County of Vermilion, a Body Politic

And

The Village of Catlin, a municipal corporation

This Intergovernmental Agreement is made and entered into as of the 17th day of April, 2018, but actually executed by each of the undersigned municipalities on the dates set forth beneath the respective signatures of their duly authorized officers below, by and between the Village of Catlin, Illinois, a municipal corporation (hereafter "Catlin") and the County of Vermilion, Illinois, a body politic (hereafter "Vermilion County"), collectively the "Parties".

The Parties hereto, as political subdivisions of the government of the State of Illinois, hereby agree, as permitted in 5 ILCS 220/1 et seq., to the following terms and conditions to define their responsibilities and agreements.

WITNESSETH:

WHEREAS, Catlin is a unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois; and

WHEREAS, Vermilion County is a unit of local government; and

WHEREAS, the Illinois Municipal Code, and County Code provide that both units of local government may provide for the repair or improvement of public infrastructure; and

WHEREAS, the laws concerning intergovernmental agreement allow each unit of local government to cooperate in the exercise of their lawful powers; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., grants broad authority for units of local government to contract with one another to perform governmental services; and

NOW, THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vermilion County and Catlin hereby agree, covenant, represent and undertake as follows:

ARTICLE I

Purpose

Catlin and Vermilion County have agreed to cooperate in the purchase of a CD150 Dri-Prime Pump to be used to facilitate the maintenance and repair of sanitary or other water resources. The goal is to facilitate the purchase of said item by Catlin, using their purchasing processes and specifications provided by their civil engineers at the expense of Catlin, with the County of Vermilion, through its Infrastructure Fund, providing the monetary cash advance to achieve the purpose. After the initial use of the item by Catlin for a period required to rebuild its infrastructure sanitary system (approximately twelve (12) to fifteen (15) months, the item will be transferred to the ownership of Vermilion County for use County-wide for drainage and water events requiring such technology.

ARTICLE II
Responsibilities of Catlin

1. Catlin shall, through its civil engineers contracted by them, select the appropriately designed equipment, substantially as described as a CD150M Dri-Prime Pump, to achieve the purposes of sanitary and other water control issues and use their purchasing authority to purchase and/or bid out the purchase of said item.
2. Catlin shall insure and provide maintenance for the purchased equipment while in the ownership and control of Catlin.
3. All records regarding the design, purchase, maintenance of the pump shall be available to the County.
4. Catlin will, permit the emergency use of the equipment when not needed by Catlin for its use for sanitary or other drainage needs, or water emergencies, where such equipment can be used effectively. While the equipment is in the ownership and possession of Catlin, any such use will be at the sole discretion of the Mayor of Catlin or such person as the Mayor may designate, and the Vermilion County Board Chairman or such person as the Chairman might designate; provided however, that the needs of Catlin during the rebuilding of its sanitary and water system shall be paramount.

ARTICLE III
Responsibilities of the County of Vermilion

1. Vermilion County shall provide the funding for the purchase of the Dri-Prime Pump from its Infrastructure Fund, or any other available source of funding as the County may deem fit. The County shall not be responsible for the actual purchasing process or development of specifications or selection of the item, except that any material changes in the design and specifications of the pump shall be brought to the attention of the Infrastructure Committee. Any change deemed material by the committee shall be brought to the attention of the County Board. Any material change in the selection and design of the pump, designated as a CD150M Dri-Prime Pump, without the County's consent will void the obligation of the County of Vermilion under this agreement.

- 2. After the pump is turned over to the custody and ownership of Vermilion County, Vermilion County shall undertake to insure, maintain and make available said pump for County-wide use as needed. The decision to use said equipment in any instance shall be at the sole discretion of the County Board Chairman or such person as the Chairman may designate, in consultation with the Emergency Management Agency Director, the County Engineer, or any other person the Chairman desires to consult.

ARTICLE VI
General Provisions

- 1. Review, Modifications. Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both Parties. The Parties shall review the terms and conditions of this Agreement annually. They shall do so in time to permit any changes which may be necessary to provide for effective operation at the commencement of the next fiscal year. Any amendments to the Agreement, whether as modifications to the existing terms and conditions hereof or as additions hereto, shall be reduced to writing and shall become effective only when signed by the Parties.

- 2. Notices, Communications. All notices, demands, request for records, requests for funds, or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid or (ii) delivered, in each case, to Danville or Georgetown at their respective addresses (or at such other address as each may designate by notice to the other), as follows:
 - (a) if to Vermilion County, at the Vermilion County Administrative Building, 201 N. Vermilion Street, Danville, Illinois 61832, Attn: Vermilion County Board Chairman; and
 - (b) if to Catlin, at Village of Catlin, 109 S Sandusky St, Catlin, IL 61817 Attn: Mayor.

- 3. Term and Termination. This Agreement shall automatically be renewed for a period of one year each April 17 until the sanitary and water project by Catlin is completed. This Agreement may also be terminated sooner by the turnover of the equipment to Vermilion County. The responsibilities of Catlin under this agreement shall terminate upon the turnover of the equipment to the ownership, custody and control of Vermilion County when no longer needed for the repair and rebuilding of its sanitary and water system, and the agreement shall be terminated.

IN WITNESS WHEREOF, Vermilion County, Illinois and the Village of Catlin have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

City of Catlin

By: Butch Schink
Shelley McLain,
Mayor Schmink

Vermilion County

By: Michael T. Marron
Michael T. Marron
Chairman, Vermilion County

Attest: Shelley McLain
By: Shelley McLain
City Clerk

Attest: Cathy Johnson
By: Cathy Johnson
County Clerk

Date: May 1, 2018

Date: May 1, 2018