

## INTERGOVERNMENTAL COOPERATION AGREEMENT

("Agreement") is made and entered into this 7<sup>th</sup> day of February, 2024 ("Effective Date") by and between the Village of Shabbona, a municipal corporation of the State of Illinois organized and existing pursuant to the Illinois Municipal Code (hereinafter the "Village") and the Shabbona Fire Protection District, a fire district organized and existing pursuant to the laws of the State of Illinois (hereinafter the "Fire District"). The Village and the Fire District are hereinafter collectively referred to as the "Parties" and individually as a "Party".

### W-I-T-N-E-S-S-E-T-H:

**WHEREAS**, the Village and the Fire District are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* as authorized by Article VII Section 10 of the 1970 Constitution of the State of Illinois; and

**WHEREAS**, the Illinois Constitution and the Illinois statutes encourage and provide for units of local government to cooperate and enter into intergovernmental agreements to their mutual benefit in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Village is located wholly within the Fire District;

**WHEREAS**, the Village and the Fire District are neighboring property owners with the Fire District owning the land and building (fire station) located at 103 East Navaho in Shabbona, and the Village owning the land and building (well house and parkland) located immediately west of the fire station; and

**WHEREAS**, the Village constructed the above-referenced well house near the eastern boundary of its property that since said construction, may have led to drainage and water problems on the northwest corner of the Fire District's property; and

**WHEREAS**, the Village has taken steps to alleviate any water run-off that may be occurring in the area including the installation of gutters on the well house and the tiling of the gutters to the public storm sewer on Illini street; and

**WHEREAS**, the Fire District believes that additional improvements are necessary to solve the problem caused by the construction of the well house, and the parties have conferred and agreed to the construction of a swale between the fire station and the well house as well as a French Drain that will be connected, by directional boring, to the public storm sewer on Navaho; and

**WHEREAS**, during the investigation of these issues it was determined that the Fire Station gutters on the west side of the fire station as well as a floor drain inside the fire station on the northwest corner of the building are connected to the Village sanitary system which may currently violate both the Ordinances of the Village and the Regulations of the Illinois Environmental Protection Agency; and

WHEREAS, the fire District has heretofore disconnected its downspouts on the west side of the building from the underground line running to the Village sanitary sewer system and both are now simply draining onto the ground adjacent to the fire station.

WHEREAS, the Village has agreed that during construction of the connection between the French Drain and the Public Storm Sewer it will, if reasonably practicable, at its expense, cap the existing connection to the sanitary sewer and re-connect the fire station's outlet to the public storm system as a part of its project. In addition, as a part of the project, the Village will connect the Fire District's downspout on the northwest corner of the fire station to the new line being constructed between the new French Drain and the public storm sewer.

NOW THEREFORE, in consideration of the mutual and several promises herein made, and in the spirit of cooperation between the Village and the Fire District with respect to the issues identified above, the Parties do hereby freely and voluntarily agree as follows:

1. **Recitals.** The recitals set forth above constitute a material part of this Agreement. The Parties hereby confirm the accuracy, truth, and validity of said recitals and do hereby incorporate the same herein as if set forth in their entirety in this Section 1.
2. **Village Project.** The Village shall, as soon as reasonably practicable given weather conditions, undertake, at its expense, the construction of a swale and French Drain between the well house and fire station and the French Drain will be connected to the Village storm sewer system by directional boring.
3. **Fire District Gutter and Floor Drain Outlet.** The parties further agree that if reasonably practicable, the fire station's outlet from its floor drain to the public sanitary sewer system will, at Village expense, be capped and said connection will be re-connected to the new outlet to the village storm sewer system. In addition, the gutter downspout on the northwest corner of the building will be connected to the new line that will extend between the French Drain and the public storm sewer system.
4. **Mutual License for Construction.** Each of the parties recognizes that the contractor (or contractors involved) may need access to the other's property as a part of the work contemplated by this Agreement and each party grants to the other a temporary license to enter upon the property of the other in order to carry out the construction contemplated by this Agreement. Any damage to the surface caused by said construction will be repaired to a condition equal to or better than currently exists.
7. **Integration.** This Agreement supersedes all prior agreements and negotiations between and among the Parties and collectively sets forth all promises, inducements, agreements, conditions, and understanding between and among the Parties relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between or among them, other than as are set forth in this Agreement.

8. **Amendment**. The Parties acknowledge and agree that this Agreement may be amended only by the mutual written consent of the Parties and by the adoption of any necessary ordinance or resolution of the Parties respectively approving said amendment as provided by law and by the execution of said amendment by the Parties.

9. **Effective Date**. The effective date of this Agreement shall be the date set forth above and defined as the "Effective Date" following this Agreement's execution by the Fire District, provided that it is first duly executed by the Village.

10. **Time of Essence**. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have here under set their hands and seals the day and year first above written.

**Village Of Shabbona**

By:   
Donald Gorcher, Village President

**The Shabbona Fire District**

By:   
Jon Ritter, Fire Chief