

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF JOLIET AND THE VILLAGE OF SHOREWOOD
FOR WATER SERVICE AT 809 BRONK ROAD, SHOREWOOD, ILLINOIS**

This Agreement is made by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter, "Joliet") and the Village of Shorewood, an Illinois Municipal Corporation, (hereinafter, "Shorewood"), collectively referred to as the "Parties" and individually as "Municipality" herein, and is an Agreement for Water Service at 809 Bronk Road, Shorewood, Illinois (hereinafter, "Agreement"), as described herein.

WHEREAS, Joliet and Shorewood are Home Rule Municipalities under and by virtue of the Illinois Constitution of 1970; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, Joliet and Shorewood are units of local government that may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes municipalities to exercise jointly with any public Municipality of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the homeowner of 809 Bronk Road, Shorewood, unincorporated Will County, Illinois, (PIN 05-06-03-302-006-0000), ("809 Bronk Road") has experienced a private well failure, is currently without water and has requested water service from Joliet; and

WHEREAS, the Parties wish to acknowledge in this Agreement that they are working cooperatively to allow for Joliet to provide water service to 809 Bronk Road; and

WHEREAS, there are existing agreements between Shorewood and Joliet, including a Boundary Agreement and Utilities Agreements, that would not allow Joliet to accommodate the homeowner's request; however, to accommodate the homeowner, Shorewood is willing to waive its rights under those aforementioned existing agreements, specifically and only with respect to 809 Bronk Road, provided that:

1) Joliet acknowledges that the waiver of the application of any and all prior existing agreements between Shorewood and Joliet is strictly limited to 809 Bronk Road; and

2) The property owner provides written acknowledgement that at such time as the Shorewood Water System becomes available in the public right of way

adjacent to 809 Bronk Road, the property at 809 Bronk Road will disconnect from the Joliet Water System and connect to the Shorewood Water System at the expense of the property owner while the Property is within Shorewood's boundaries in accordance with any Boundary Agreement between the Parties.

NOW, THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the Parties **AGREE AS FOLLOWS**:

SECTION 1: Purpose of Agreement

The homeowner of 809 Bronk Road has experienced a private well failure, is currently without water and has requested water service from Joliet. Joliet is prepared to provide potable water service to 809 Bronk Road as a paying customer of said water service.

SECTION 2: Terms of Agreement

There are existing agreements between Shorewood and Joliet, including a Boundary Agreement and Utilities Agreements, that would not allow Joliet to accommodate the homeowner's request. However, in order to accommodate the homeowner, Shorewood is willing to waive its rights under those aforementioned existing agreements, specifically and only with respect to 809 Bronk Road, provided that:

- 1) Joliet acknowledges that the waiver of the application of any and all prior existing agreements between Shorewood and Joliet is strictly limited to 809 Bronk Road; and
- 2) The property owner provides written acknowledgement that at such time as the Shorewood Water System becomes available in the public right of way adjacent to 809 Bronk Road, the property at 809 Bronk Road will disconnect from the Joliet Water System and connect to the Shorewood Water System at the expense of the property owner while the Property is within Shorewood's boundaries in accordance with any Boundary Agreement between the Parties..

SECTION 3: No Indemnification

Each Municipality shall assume sole responsibility for insuring and/or indemnifying its own employees and shall provide for its own defense in any action or dispute that arises in connection with, or as the result of this Agreement.

SECTION 4: Insurance

Each Municipality shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment and liability for its

participation in this Agreement. Each Municipality shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

SECTION 5: Adoption

This Agreement shall become effective upon the passage and approval of a companion ordinance or resolution by each participating Municipality, in the manner provided by law, and by the signing of this Agreement by the authorized representatives of Joliet and Shorewood.

SECTION 6: Term

This Agreement shall remain in effect until the Shorewood Water System becomes available in the public right of way adjacent to 809 Bronk Road, Shorewood, Illinois, or until the current boundary agreement between Joliet and Shorewood no longer exists.

SECTION 7: Termination

Either Municipality may withdraw from this Agreement by providing written notice to the other Municipality. This Agreement will terminate thirty (30) days from the date of written notice.

All notices pursuant to this Agreement shall be sent via regular first-class U.S. mail and via email to the following:

If to City of Joliet:

City of Joliet

150 W Jefferson St.

Joliet, Illinois 60432

Attention: Allison Swisher, Director of Public Utilities

Email: aswisher@joliet.gov

With a copy to:

City of Joliet Legal Department

150 W. Jefferson St.

Joliet, Illinois 60432

Attention: Corporation Counsel

Email: Legal@joliet.gov

If to Village of Shorewood:

Village of Shorewood

25914 W. Mound Road

Shorewood, Illinois 60404

Attention: Noriel Noriega, Director of Public Works

Email: nnoriega@shorewoodil.gov

The parties may amend the address and email information above by sending notice thereof to the other party

SECTION 8: Severability

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in effect without regard to the invalidated section, portion, or subsection.

SECTION 9: Modification

Modifications to this Agreement must be made in writing and executed by each of the Parties authorized representatives before such modifications become effective.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

CITY OF JOLIET

By: _____

Title: _____

Date: _____

VILLAGE OF SHOREWOOD

By: _____

Title: _____

Date: _____

ATTEST

By: _____

Title: _____

Date: _____

ATTEST

By: _____

Title: _____

Date: _____