

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE**

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"), and the UNITED CITY OF YORKVILLE, an Illinois municipal corporation (hereafter referred to as "Yorkville") (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 Fletcher, O'Brien, Kasper & Nottage, P.C. ("FOKN") 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 FOKN for purposes of FOKN 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 FOKN, and each party will be responsible for paying one-half of FOKN's monthly fee. Each month, Oswego will provide Yorkville with a copy of the FOKN invoice. Yorkville 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. Either party may terminate this Agreement at any time by providing the other party with at least one (1) day prior written notice of such termination. In addition, the parties may terminate this Agreement by written mutual consent and agreement. Each party will be responsible for payment of their share of fees accrued prior to termination.

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

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

If to Yorkville: United City of Yorkville
 Attn: City Administrator
 800 Game Farm Road
 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 supercedes 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. This Agreement shall be construed and governed by the laws of the 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 and Yorkville have executed this Agreement:

VILLAGE OF OSWEGO

UNITED CITY OF YORKVILLE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____