

INTERGOVERNMENTAL AGREEMENT (IGA)
TO PROVIDE FOR THE VOLUNTARY FORMATION OF THE NORTHWEST
WATER PLANNING AREA

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of _____ I, 2010, (the “**Effective Date**”) by each of the Illinois counties (“Counties”) and councils of government, municipal league and municipal conference (“COGs”) that (i) have executed a signature page confirming that they are parties to this Agreement as of the Effective Date and (ii) have paid the initial contribution required under Paragraph 7(C) of this Agreement (individually the “**Parties**” and collectively the “**Planning Group**,” with each Party automatically a “**Member**” of the Planning Group only for so long as the Member is a Party to this Agreement):

W I T N E S S E T H:

WHEREAS, the Parties have individually and collectively determined that it is appropriate and in each of their best interests to jointly discuss and develop consistent standards and reporting programs for water supply planning, and develop policies and plans that support a regional water plan; and

WHEREAS, to achieve these and other related objectives, the Parties desire to utilize the powers and authority granted to them under Article VII, Section 10 of the Illinois Constitution of 1970; the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; the Local Land Resource Management Planning Act, 50 ILCS 805/1 et seq.; and other applicable authority; and

WHEREAS, after full consideration of all planning, fiscal, and other intergovernmental issues affecting this matter, each of the Parties has determined that it is in the best interests of its residents and the general public welfare that this Agreement be executed and implemented by all of the Parties; and

WHEREAS, each of the Parties to this Agreement has approved this Agreement by an ordinance or resolution duly adopted by the Party’s board and/or corporate authorities, which approval is evidenced by the signature page of the Party attached to this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein made and pursuant to all applicable statutes noted above, all of the Parties enter into the following:

Section I INTRODUCTION

This Agreement is designed to recognize, plan for and mitigate the effects of urbanization and growth on water supplies and water demand in the Northeastern Illinois Water Supply Planning Region (**Figure 1**) while also recognizing and allowing for the unique nature of individual divergent water supply modalities in the various counties. As such, Counties and areas within Counties, that receive their water supplies from Lake Michigan will be planned and administered differently from Counties and areas within Counties that rely on shallow or deep aquifers and inland surface water sources (other than Lake Michigan). Furthermore, the parties to this Intergovernmental Agreement recognize that there is a need

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for a scientific basis and knowledge about our water supplies and water demand and a long-term need to plan water supplies in a sustainable and logical manner based on the source of the water supply and type of water use.

Section 2 NORTHWEST WATER PLANNING AREA This agreement will allow formation of and hereby creates the Northwest Water Planning Area (“**NWPA**”) (Figure 2) in the following counties located in northeastern Illinois that contain areas that are not served by Lake Michigan Water: Lake, McHenry, Kane, Kendall and DeKalb. References to "county" or “County” in this Section shall apply only to those counties. To the extent that any municipal or unincorporated area within any of said counties is not served by Lake Michigan Water, said municipality or unincorporated area is automatically included in the NWPA. (Provided they are members of a participating Council of Government). Cook and DuPage Counties are excluded from the NWPA except for individual municipalities therein that do not receive Lake Michigan water and are represented by a participating Council of Government. The formation of the NWPA shall:

- (1) Establish consistent standards and reporting programs for water supply planning; and
- (2) Develop policies and plans that support or complement th Northeastern Illinois Regional Water Supply/Demand Plan dated March 2010 prepared by the Northeastern Illinois Regional Water Supply Planning Group to be applied as applicable within the NWPA.
- (3) Seek voluntary acceptance of the foregoing functions by member municipalities and counties within the NWPA.

Section 3 MEMBERSHIP

A) Membership shall be comprised as provided for in this Section.

B) Each Party that is a signatory of this IGA is a Member of the NWPA. Each Party shall designate as its representative on the Executive Committee (the “**Member Representative**”) one of its elected officials as its Member Representative to the Executive Committee. (For counties, the official shall be an elected official from the county in question; For Councils of Government, the official shall be a mayor or president of one of the municipalities that is a member of the COG in question.) Each Member Representative shall operate and act with respect to the NWPA affairs and actions only pursuant to actions duly authorized by the Member Representative’s corporate authorities or governing body

C) The Planning Group shall be managed and operated by an Executive Committee (“**Executive Committee**”) comprised of Member Representatives from the Parties as determined pursuant to this Subsection.

D) Councils of Government. The councils of government, municipal league or municipal conference Members of the Planning Group are listed in **Exhibit A** to this Agreement (“**COGs**”).

E) Counties. The County Members of the Planning Group are listed in **Exhibit B** to this Agreement.

F) Although non-mandatory, on an as needed basis, (should additional WPAs be established in the future) the Water Planning Areas shall meet, communicate and coordinate their planning to attempt to integrate policies between their respective sub-regional areas.

Section 4 EXECUTIVE COMMITTEE

A) Membership on the Executive Committee shall be coordinated through the Councils of Government and the County boards. Each COG shall appoint representatives to the Committee from among the municipalities that are members of that COG and this Agreement. The number of Committee members each COG and County shall appoint shall be based on the following table:

Table No. I

| Name of COG or County | Water Planning Area Formation Fee | Number of Executive Committee Members |
|--|--|--|
| Lake County Municipal League | \$500 | 1 |
| McHenry Council of Governments | \$1000 | 2 |
| Northwest Municipal Conference | \$500 | 1 |
| Barrington Council of Governments | \$500 | 1 |
| Metro West Council of Government | \$3000 | 6 |
| Kane County | \$500 | 1 |
| Kendall County | \$500 | 1 |
| McHenry County | \$500 | 1 |
| DeKalb County | \$500 | 1 |
| Lake County | \$500 | 1 |
| Total | 8,000 | 16 |

B) The county members of the Executive Committee shall be appointed by the chairman of the respective County boards. Council of Government members of the Executive Committee shall be appointed by the Council of Governments’ governing body.

C) Each Council of Government designated representative and county board designated representatives on the Executive Committee shall be entitled to one vote.

D) Adjustments. On a yearly basis, the Administrator (as set forth in Paragraph 5(G) of this Agreement) shall monitor the membership in the Planning Group and shall recommend adjustments to the Executive Committee membership as necessary to ensure compliance with this Subsection. The Administrator will distribute to all Planning Group Members any amended Executive Committee Roster upon notice to all Planning Group Members. Amended Executive Committee Rosters will be deemed to replace automatically the Executive Committee Roster attached to this Agreement as of the Effective Date and any subsequent amended Roster, as the case may be, without the need for an amendment to this Agreement.

Section 5 EXECUTIVE COMMITTEE RESPONSIBILITIES AND POWERS

The Executive Committee is responsible for the following matters:

- A) Planning Group Operations. The Executive Committee is responsible for all Planning Group operations, management, and activities, including without limitation establishing the contribution amounts to be paid by members in order to maintain membership in the Planning Group, as further provided in Section 7 of this Agreement.
- B) Executive Committee responsibilities include developing policies that support education and public outreach on topics related to Water Supply Planning; Establishing consistent standards and reporting programs required for sound Water Supply Planning in the WPA; Developing model or recommended policies, ordinances and plans that support or complement the Northeastern Illinois Regional Water Supply/Demand Plan prepared by the Regional Water Supply Planning Group as applicable within the NWPA; and the approval of an annual budget and establishment of an Operating Fund, accounts and expenditure policies for the operation of the NWPA.
- C) Subcommittees of the NWPA may be established by the Executive Committee to serve a portion of the water planning area or a particular aquifer or surface water supply that has similar water supply management needs.
- D) The Executive Committee shall adopt by-laws, establishing basic procedures and policies by a majority vote of the Committee members, to govern the functions of the group and its subcommittees. At a minimum, all actions/authorizations of the Committee shall require a majority vote of a quorum of the Committee to be valid and binding. The bylaws may also stipulate when a super-majority vote of a quorum or of the entire Committee is required for certain important matters such as amendments to the bylaws.
- E) The Committee may retain planning, engineering and legal advisors if that expense has been approved and may delegate reasonable authority for day to day operations to the Administrator hereinafter established. The Committee shall also establish a Technical Advisory Committee (TAC) (with membership being established at the discretion of the Executive Committee). The chairperson of the Executive Committee shall appoint a Chairperson of the TAC.
- F) The Executive Committee may elect to contract with the Chicago Metropolitan Agency for Planning (“**CMAP**”) or other qualified entity for planning assistance in the formation of water planning area policies. The expense of same, shall be split on a pro-rata basis among NWPA members based upon the Executive Committee’s estimate of the population being served or other methods as deemed appropriate by the Executive Committee.
- G) Planning Group Administrator. The Committee shall select a person or agency to administer the business affairs of the Planning Group and to undertake such other activities as assigned by the Committee (the “**Administrator**”). The Administrator shall not be paid a fee for services (unless so

determined by the Committee), but the Committee may agree to reimburse the Administrator for reasonable and appropriate costs and expenses, including without limitation administrative overhead costs. The Administrator is specifically responsible for, among other things (i) overseeing the day-to-day finances of the Planning Group, (ii) compiling and maintaining cost and expenditure information regarding Planning Group activities, and (iii) recommending to the Executive Committee an annual budget for Planning Group costs and expenditures and recommending required contribution amounts from the Members as further set forth in Section 7 of this Agreement. The Administrator, in consultation with the Executive Committee, also is responsible for preparing periodic status reports which reports will include a financial report including all expenditures from the Planning Group Fund established pursuant to Section 7 of this Agreement. The Members approve the selection of the Metro West Council of Government as the initial and interim Administrator as of the Effective Date.

H) The Executive Committee may direct its Administrator or retain the services of a planning or engineering consultant to apply for applicable grant monies to help defray the expenses of the Planning Group.

Section 6 OFFICERS OF THE COMMITTEE AND MEETINGS

A) Officers of the Executive Committee shall include a chairperson and a vice chairperson.

B) Chairperson. Committee Member Representatives shall choose, by majority vote, from among their own numbers a Member Representative to serve as Chairperson of the Executive Committee. The Chairperson will preside at all meetings of the Executive Committee and shall perform all other duties as may be prescribed by the Executive Committee.

C) Vice Chairperson. Executive Committee Member Representatives shall choose, by majority vote, from among themselves a Member Representative to serve as Vice Chairperson of the Executive Committee. The Vice Chairperson shall serve as Chairperson in the absence of the Chairperson at any Executive Committee meeting and the Vice Chairperson shall have and be assigned any additional powers and duties as the Executive Committee may prescribe. If the Chairperson is elected from one of the member COGS, the Vice Chairman shall be elected from one of the member Counties or vice versa.

D) Executive Committee Meetings and Agendas. The Executive Committee will meet according to an annual calendar (January 1 to December 31) approved by the Executive Committee no later than December 31st of the previous year and available to the public at the last meeting of the previous year. A majority of the then-current Executive Committee Members will be necessary to establish a quorum. The Administrator will provide meeting agendas to the Executive Committee Members, Planning Group Members and the public as far in advance of the meeting as practicable, preferably at least seven (7) calendar days, except when a time-sensitive matter demands attention sooner. Agendas will include, at a minimum, the time and place of the meeting and a description of the topics to be covered at the meeting.

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E) Reserved.

F) Reserved.

Section 7 REVENUES AND EXPENSES

A) Fund Establishment and Administration. The Planning Group shall create and maintain an operating fund and necessary bank accounts to pay the costs and expenses incurred or to be incurred by the Planning Group (the “**Shared Costs**”). The Operating Fund will be administered by the Administrator as set forth in this Agreement and as determined by the Executive Committee.

B) Shared Costs. Shared Costs include only costs incurred directly by the Planning Group for the common purposes of the Members as set forth in this Agreement. Shared Costs include, without limitation, attorney’s fees and costs, costs for contracting with CMAP as provided in Section 5 hereof, extraordinary out-of-pocket expenses incurred by the Planning Group, the Administrator’s costs and expenses, and any other professional services determined by the Executive Committee to be necessary for the Planning Group to meet its objectives as provided in this Agreement. As specifically determined by the Executive Committee, Shared Costs may also include extraordinary expenses incurred by a Planning Group COG or County in furtherance of the purposes, goals, and intent of this Agreement and the Planning Group. The Members agree to use their staffs and resources, including the Member Representatives, at no cost to the Planning Group for joint projects or actions undertaken by or on behalf of the Planning Group. Shared Costs specifically but without limitation, do not include (a) fees and costs of attorneys other than the Appointed Counsel and (b) salaries or other compensation paid to employees or agents of a Member. The service to the Planning Group of a Member and the Member’s Representative is not a Shared Cost as a general matter, the Members expecting and intending that each Member will contribute to the operation of the Planning Group at its own expense except as otherwise specifically approved in advance by the Executive Committee. All expenses shall be approved by a majority vote of the Executive Committee.

C) Initial and Additional Contributions. The initial contribution into the Operating Fund required from each Planning Group Member as of the Effective Date is a nonrefundable five hundred dollar (\$500.00) per Executive Committee Member (See Table 1) (the “**Initial Contribution**”). As Planning Group operations proceed, the Executive Committee, through the Administrator, will approve an annual budget within six (6) months and provide notice and direction to all Planning Group members of additional annual contribution amounts necessary to finance the Operating Fund in order to pay Shared Costs (the “**Additional Contributions**”). Binding Additional Contributions may be equal among the Members or may be on a pro rata basis based on Member populations or other factors as determined by the vote of the Executive Committee. For the purpose of permitting voluntary withdrawal from the Planning Group under Subsection 8(B) of this Agreement without liability for an Additional Annual Contribution, an Additional Annual Contribution will not be binding on a voluntarily withdrawing Member until sixty (60) calendar days after the notice required by this Paragraph.

D) Contributions Non-Refundable. No contribution to the Operating Fund is refundable, regardless of a Member’s withdrawal or excusal or any other circumstance. Any funds remaining in the Operating

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Fund at the time of dissolution of the Fund will be distributed as provided in Paragraph 7(E) of this Agreement.

E) Distribution of Remaining Funds. The Operating Fund must remain in place until all monetary obligations of the Planning Group have been fulfilled and no future obligations are anticipated. After all monetary obligations have been fulfilled and when no future obligations are anticipated, the Executive Committee shall dissolve the Fund. All money remaining in the Operating Fund at the time of its dissolution will be distributed only to the Members as of the date of the dissolution (the “**Final Members**”). Distributions will not necessarily be equal among the Final Members, but may be based, to the extent practicable and in the discretion of a majority of a quorum of the Executive Committee, on Additional Contributions made by the Final Members or other factors.

Section 8 TERMINATION AND EXPULSION AND/OR WITHDRAWAL

A) The Planning Group will be declared terminated and dissolved (1) upon the written notice executed by no less than two-thirds of the then-current Members, or (2) as otherwise determined by the Executive Committee. The provisions and powers granted pursuant to this Agreement shall remain in place for a sufficient period to allow for an orderly termination of the business of the Planning Group and final accounting of all Planning Group funds.

B) Any Member may voluntarily withdraw as a Member by delivering to the Administrator, a certified copy of an ordinance or resolution of that Member’s board and/or corporate authorities declaring the Member’s withdrawal from the Planning Group. For purposes of Section 7(C) (regarding binding Additional Contributions), the notice of withdrawal shall be effective upon delivery to the Administrator.

C) If a Member does not (1) pay a contribution as provided in Section 7 of this Agreement within the time provided by the Executive Committee for payment or (2) commits a significant violation of a provision of this Agreement as determined by the Executive Committee, then that Member is in breach of this Agreement. If the breach is not cured within sixty (60) calendar days after notice from the Administrator, or within such additional time granted by the Executive Committee in advance of the expiration of the sixty (60) calendar day deadline, then that Member is excused from the Planning Group automatically and without any vote or other action required by the remaining Members, the Executive Committee, or the Administrator. The Executive Committee may reinstate any member following correction of the breach.

D) Any Member that has been excused or that is withdrawing (1) must pay in full all Additional Contributions to the Operating Fund approved and binding under Paragraph 7 of this Agreement, (2) is not entitled to any refund of any money from the Fund at any time, and (3) must continue to keep all business of the Planning Group not subject to the Open Meetings Act confidential. The provisions of this Subsection survive, and are enforceable against a Member after, excusal or withdrawal.

Section 9 GENERAL PROVISIONS

A) Notices. All notices and other materials required to be delivered to the Planning Group must be delivered to the Administrator. All notices and other materials required to be delivered to the Members must be delivered to the Member Representatives and one additional designated staff member or party of their choosing. All notices provided or required under this Agreement will be delivered using e-mail, to the e-mail addresses provided to the Planning Group by each Member. It is the responsibility of each Member Representative to ensure that the Administrator has the correct e-mail address for the Member Representative. The Administrator will provide a service list for notices on a periodic basis, updated as necessary with current Member Representatives and their e-mail addresses.

B) Entire Agreement. There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or on which any Party is relying in entering into this Agreement.

C) Severability. If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, then the remaining provisions of this Agreement will not be affected thereby but will remain in full force and effect until and only if determined otherwise by the Executive Committee.

D) Interpretation. It is the express intent of the Parties that this Agreement will be construed, interpreted, and applied so as to preserve its validity and enforceability as a whole.

E) Amendments and Modifications. This Agreement may be modified, changed, altered, or amended only with the duly authorized and written consent of three-fourths of the then-current Members by their corporate authorities and pursuant to ordinances or resolutions duly adopted and approved by the Members' corporate authorities or governing body. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved by the corporate authorities of three-fourths of the then-current Members and properly executed in accordance with all applicable statutory procedures.

F) Authority to Execute. Each Party hereby warrants and represents to each other Party and to the Planning Group that the person executing this Agreement on its behalf has been properly authorized to do so by the corporate authorities of the Party.

G) No Third Party Beneficiaries. This Agreement does not create any rights or interests in any third party and no provision of this Agreement may be interpreted, construed, or applied to create any such right or interest.

H) Execution. This Agreement may be executed by the Parties in identical original duplicates, and all of the executed duplicates taken together constitute one Agreement.

IN WITNESS WHEREOF, the duly authorized representative of each Member has executed this Agreement by signing this Page as of the Effective Date.

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Name of Member:

Signature of Member Representative:

Printed Name of Member Representative:

Title of Member Representative:

E-Mail Address of Member Representative:

Exhibit A

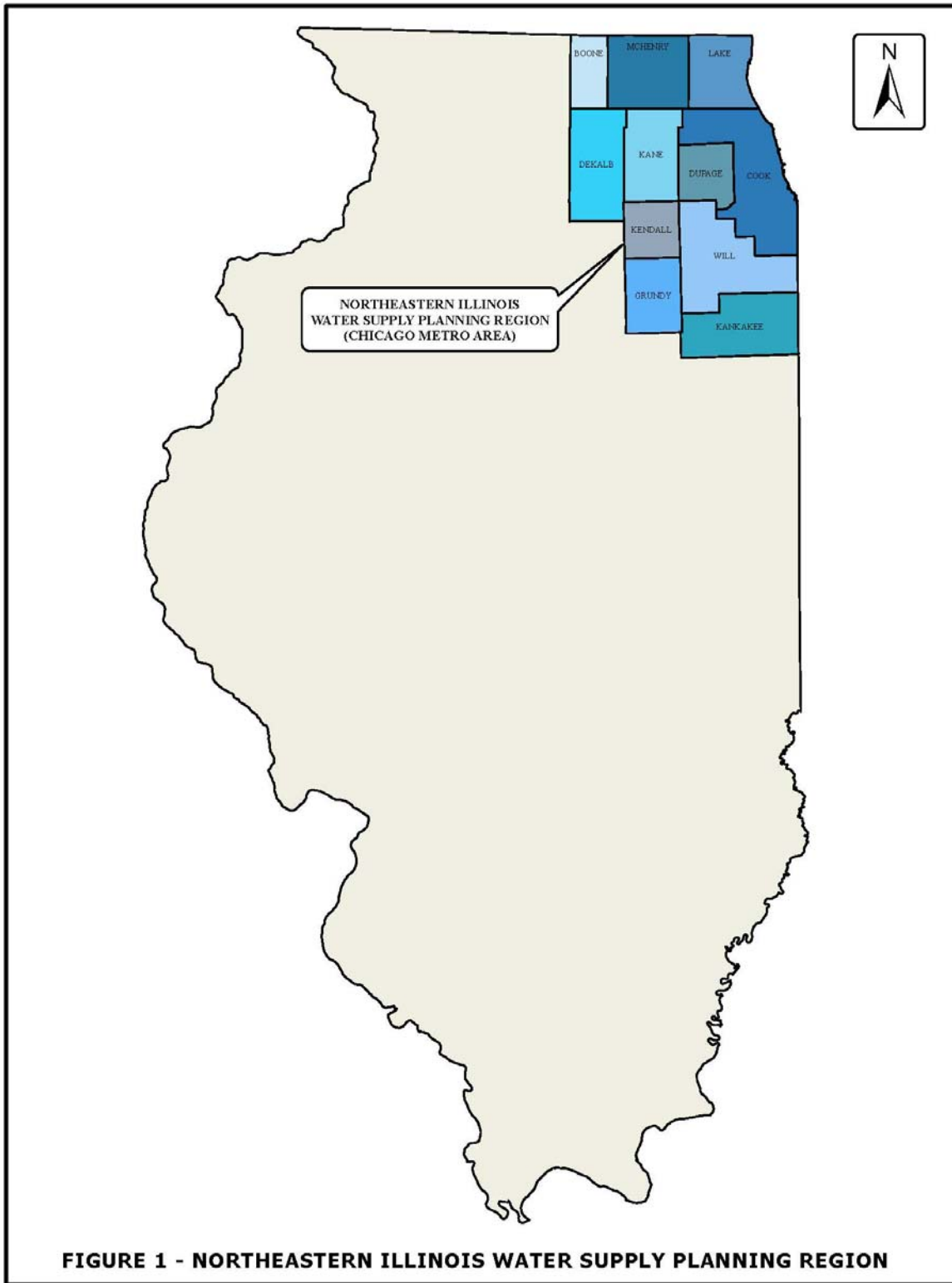
LIST OF COGS

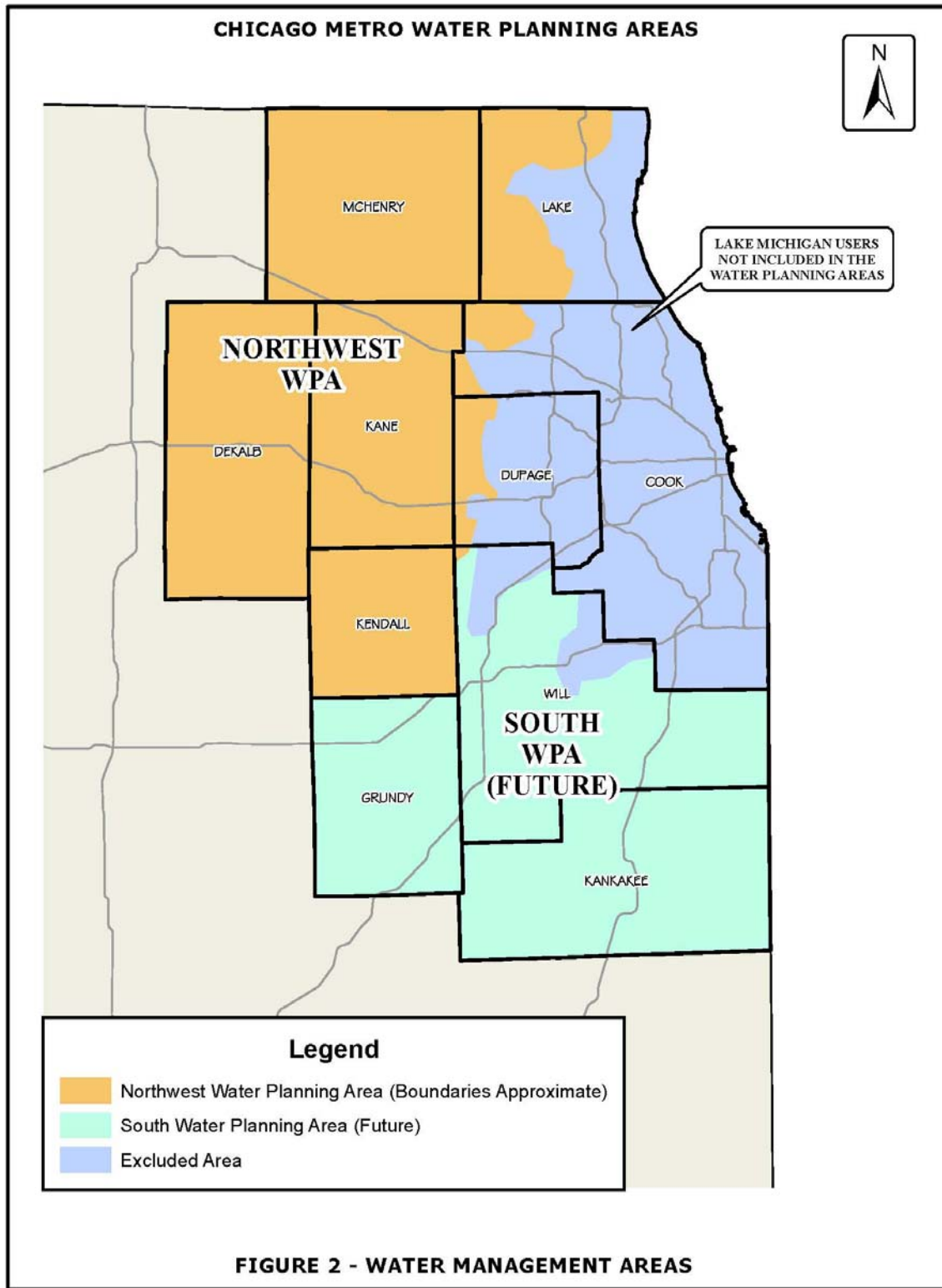
Lake County Municipal League
McHenry Council of Governments
Northwest Municipal Conference
Barrington Area Council of Governments
Metro West Council of Government

Exhibit B

LIST OF COUNTIES

DeKalb County
Kane County
Kendall County
Lake County
McHenry County





Individual Cook or DuPage County municipalities that are not served by Lake Michigan water

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and are members of a participating COG may be included in the Northwest WPA.