

INTERGOVERNMENTAL AGREEMENT
TO SHARE THE EXPENSES INCURRED IN
THE CONSOLIDATION OF ENTITIES

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") to share the costs of expenses incurred in the consolidation of The Village of Alorton, The Village of Cahokia, Commonfields of Cahokia Public Water District, Cahokia School District No. 187, Centreville Township and The City of Centreville ("The Entities"), is made and entered into as of this _____ day of _____, 2020, executed by each of the undersigned entities on the dates set forth beneath the respective signatures of their authorized officers below; and

WHEREAS, The Entities have authority to exercise any power and perform any function pertaining to their government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution provides that units of local government may contract to share services and to exercise, combine or transfer any power or function not through Intergovernmental Agreements; and

WHEREAS, The Entities desire to consolidate and would like to commence the preparation and necessary legal prerequisites for consolidation; and

WHEREAS, The Entities, through their representatives, realize that the consolidation will necessarily entail expenditures in order to facilitate the process properly; and

WHEREAS, The Entities desire to enter into an equitable agreement in order to share the expenses incurred in their consolidation;

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

ARTICLE I
GENERAL

1. General Definitions. Unless the context hereof clearly indicates otherwise, the capitalized words, terms and phrases defined in the recitals and preambles hereto and elsewhere herein shall have the same meanings for all purposes of this Agreement. In addition, in all cases the singular includes the plural, the plural includes the singular and a reference to any gender includes both genders and the neuter, as the case may be.

2. Certain Phrases. The words "hereby", "herein" and any other words of similar import refer to this Agreement as a whole and not solely to the particular portion thereof in which any such word is used.

3. **Headings.** The headings of this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

ARTICLE II
PAYMENT OF EXPENSES

1. **Payment Procedure.** The expenses incurred by The Entities to facilitate the consolidation will be submitted to the City of Centreville by the particular vendor seeking payment. The City of Centreville will then communicate these expenses to The Entities within seven (7) days of receipt. The Entities will submit their portion of the particular vendor's submitted expenses to the designated employee of the City of Centreville within fourteen (14) days of receipt. The City of Centreville will remit payment to the vendor for the submitted expense within seven (7) days of receipt of the payment from The Entities.

2. **Proration.** The units of local government will pay the following percentage of each expense submitted by the vendors:

The Village of Alorton:	14 %;
The Village of Cahokia:	18 %;
Commonfields of Cahokia Public Water District:	17 %;
Cahokia School District No. 187:	20 %
Centreville Township:	15 %; and
The City of Centreville:	16 %.

ARTICLE III
MISCELLANEOUS

1. **Notices and Communications.** All notices, demands or other communications under 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 person, in each case, to The Entities at their respective addresses (or at any other address which is designated to The Entities in writing) to the person designated as follows:

The Village of Alorton:	Mayor Jo Ann Reed 4821 Bond Avenue Alorton, IL 62207
The Village of Cahokia:	Mayor Curtis McCall, Jr. 103 Main Street Cahokia, IL 62206
Commonfields of Cahokia Public Water District:	Chairman Curtis McCall, Sr. 2625 Mousette Lane Cahokia, IL 62206

Cahokia School District No. 187:

Mr. Arnett Harvey
Superintendent
1700 Jerome Lane
Cahokia, IL 62206

Centreville Township:

Supervisor Curtis McCall, Sr.
4831 Bond Avenue
East St. Louis, IL 62207

The City of Centreville:

Mayor Marius Jackson
5800 Bond Avenue
Centreville, IL 62207

2. **Illinois Law.** This Agreement shall be deemed to be an Intergovernmental Agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

3. **Written Modification.** 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 all of The Entities.

4. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

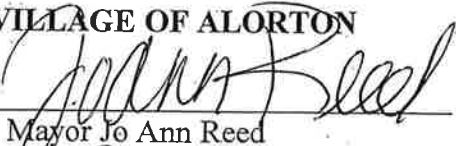
5. **Effective Date and Term.** This Agreement shall become effective upon its execution and delivery to The Entities and shall be and remain in full force and effect thereafter until December 31, 2022.

6. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties on the subject matter hereof. The Entities represent, warrant, covenant and agree that no representation, warranty, covenant or agreement shall be binding on the remaining parties unless expressed in writing herein or by written modification pursuant to paragraph 3 herein.

IN WITNESS WHEREOF, The Entities have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath each signature below.

THE VILLAGE OF ALORTON

By:

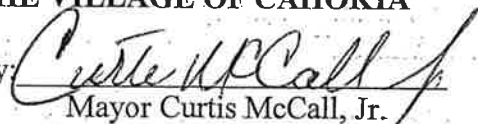

Mayor Jo Ann Reed

Date:

8-5-20

THE VILLAGE OF CAHOKIA

By:


Mayor Curtis McCall, Jr.

Date:

8-5-20

**COMMONFIELDS OF CAHOKIA
PUBLIC WATER DISTRICT**

By: Curt S. McCall
Chairman Curtis McCall, Sr.

Date: 1/30/20

CAHOKIA SCHOOL DISTRICT NO. 187

By: Arnett Harvey
Superintendent Arnett Harvey

Date: 8-10-2020

CENTREVILLE TOWNSHIP

By: Curt S. McCall
Supervisor Curtis McCall, Sr.

Date: 1/30/20

THE CITY OF CENTREVILLE

By: Marius Jackson
Mayor Marius Jackson

Date: 2/5/20

Certification

The undersigned Village Clerk does herewith certify that the attached is a true and correct copy of the minutes duly adopted by the Mayor and Board of Trustees of the Village of Cahokia at the Board held on the 12,

Day of August- 2020



VILLAGE CLERK

AYE

NAY

Baker

Y

Ware

Y

Nolden

Y

Wofford

Y

Radford

E

Pearson

Y

MAYOR

Curtis McCall Jr

CLERK

Richard Duncan