

ORDINANCE NO. 2003-11-131

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
ENTITLED, "AN INTERGOVERNMENTAL AGREEMENT FOR
PRELIMINARY FEASIBILITY STUDY OF ELECTRICITY UTILITY ACQUISITION"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the Council hereby approves the City entering into an agreement with the City of Champaign and the Board of Trustees of the University of Illinois, entitled "AN INTERGOVERNMENTAL AGREEMENT FOR PRELIMINARY FEASIBILITY STUDY OF ELECTRICITY UTILITY ACQUISITION" (hereafter, "Agreement").

Section 2. That the Chief Administrative Officer of the City of Urbana is hereby authorized to execute and deliver such an Agreement on behalf of the City. The agreement shall be in substantially the form of the Agreement which is before this Council, a copy of which is attached to and incorporated into this ordinance by reference. The City Clerk is authorized to attest to the execution of the agreement.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this _____ day of _____, 2003.

Aye:
Nay:
Present:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2003.

Tod Satterthwaite, Mayor

**AN INTERGOVERNMENTAL AGREEMENT FOR
PRELIMINARY FEASIBILITY STUDY OF ELECTRICITY UTILITY ACQUISITION**

THIS AGREEMENT entered into this ____ day of _____, 2003, by and between the CITY OF CHAMPAIGN, ILLINOIS (“Champaign”), the CITY OF URBANA (“Urbana”), and the BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS (“University”).

WHEREAS, reliable and low cost electric service is essential for the economic health of the community; and

WHEREAS, Illinois Power Company is no longer a locally-based company focused on the needs and goals of central Illinois; and is proposed for sale for the second time in four (4) years; and

WHEREAS, the parties desire to agree to share the costs of a study to preliminarily evaluate the feasibility of acquiring the electric distribution system in the Champaign-Urbana service area and other alternatives; and

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and “The Intergovernmental Cooperation Act” (5 ILCS 220/, et seq.) provides for intergovernmental cooperation.

NOW, THEREFORE, Champaign, Urbana, and the University agree as follows:

Section 1. Selection of a Consultant. Champaign shall be the Lead Agency on behalf of the parties and shall issue a Request for Proposal (RFP) for services generally as described in Exhibit “A”. Such RFP shall be issued, and responses reviewed, as expeditiously as possible. No consultant proposal shall be accepted except upon the consent of each party, as evidenced by the written approval of the Mayor of Urbana, Champaign City Manager, and the Associate Vice President, University Office for Facilities, Planning and Programs.

Section 2. Cost Sharing. Champaign, Urbana, and the University agree to share all costs of a consultant selected pursuant to Section 1 at the rate of Thirty-Three and One-Third Per Cent (33-1/3%) paid by Champaign, Thirty-Three and One-Third Per Cent (33-1/3%) paid

by Urbana, and Thirty-Three and One-Third Per Cent (33-1/3%) paid by the University. Total cost of the preliminary feasibility study shall not exceed One Hundred Thousand Dollars (\$100,000.00).

If additional funds are required, each party will be contacted by Champaign with a proposed amendment to this Agreement, stating the required additional funds and each party will have an opportunity to continue with the project pursuant to the Agreement as amended.

Section 3. Payment. Payment for consultant services rendered under this Agreement, shall be due to Champaign within 45 days following receipt by each of the participants of an itemized statement of the services performed. Such statement shall describe the services rendered.

Section 4. Coordination of Work. Champaign shall provide one (1) copy of each unit of work received from the consultant to Urbana and the University.

Section 5. Termination and Suspension.

(a) This Agreement will continue in full force and effect until completion of the work described in Exhibit "A", unless it is terminated at an earlier date by any party as outlined below;

(b) Any signatory to this Agreement may terminate this Agreement by giving no less than fourteen (14) days' written notice of the intent to terminate this Agreement. Notice shall be considered given when deposited in the United States mail, postage prepaid, and addressed as provided in Section 6 below;

(c) In the event of termination of this Agreement by any participant prior to completion and final payment by that participant, the participant will pay Champaign for all services performed, including the other parties' share of the project costs which were actually and satisfactorily rendered up to date of termination.

(d) In the event any of the provisions of this Agreement are violated by any signatory, the aggrieved party may serve written notice upon the other the intention to terminate such Agreement, such notice to contain the reasons for the termination. Unless within five (5)

calendar days after the serving of such notice, the violation shall cease, and satisfactory arrangements for correction be made, the contract shall expire five (5) calendar days after such service. In addition to any other remedies available at law, the defaulting party shall be liable to the other parties for any damages sustained by them based on the default. The terminating party shall pay Champaign for all services performed up to the point of termination.

Section 6. Notice. Notice given hereunder shall be given to:

Champaign at:

City Manager
City of Champaign
102 North Neil Street
Champaign, IL 61820

City Attorney
City of Champaign
102 North Neil Street
Champaign, IL 61820

Urbana at:

Mayor
City of Urbana
400 South Vine Street
Urbana, IL 61801

City Attorney
City of Urbana
400 South Vine Street
Urbana, IL 61801

University at:

Lyle Wachtel
Associate Vice President
University of Illinois Office for Facilities,
Planning & Programs
807 South Wright Street, Suite 340
Champaign, IL 61820

University Legal Counsel
506 South Wright Street
258 HAB
Urbana, IL 61801

IN WITNESS WHEREOF, Champaign, Urbana, and the University have executed this Agreement.

CITY OF CHAMPAIGN, ILLINOIS

CITY OF URBANA, ILLINOIS

By _____
Steven C. Carter, City Manager

By _____
Tod Satterthwaite, Mayor

DATE _____

DATE _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

UNIVERSITY OF ILLINOIS

By _____
Stephen K. Rugg, Comptroller

By _____
Michele M. Thompson, Secretary

DATE _____

APPROVED AS TO FORM:

University Legal Counsel

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