

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF O'FALLON, THE CITY
OF MASCOUTAH AND THE VILLAGE OF SHILOH**

This Intergovernmental Agreement ("Agreement") is entered into this _____ day of _____, 2005, by and between the City of O'Fallon ("O'Fallon"), 255 S. Lincoln, O'Fallon, Illinois, the City of Mascoutah ("Mascoutah"), 3 West Main Street, Mascoutah, Illinois, the City of Lebanon ("Lebanon"), 312 West St. Louis Street, Lebanon, Illinois and the Village of Shiloh ("Shiloh"), of 1 Park Drive, Shiloh, Illinois.

WHEREAS, the parties are municipal corporations duly organized pursuant to the laws of the State of Illinois; and

WHEREAS, the parties are all in the vicinity of Scott Air Force Base and Mid-America Airport; and

WHEREAS, the parties have an interest in the existence of Scott Air Force Base and in the operations of Mid-America Airport; and

WHEREAS, the parties desire to use their collective efforts, by establishing a not-for-profit corporation, to voice their support for the existence of Scott Air Force Base and to voice their opinions regarding the operation of Mid-America Airport.

Now, Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Establishment of Not-for-profit Corporation:** The parties shall create an Illinois not-for-profit corporation ("NFP"). The NFP shall be called Scott MidAmerica Leadership Council, NFP ("SMALC"). There shall be five initial directors of the NFP, said directors to be the Mayor of the City of O'Fallon, the Mayor of the City of Mascoutah, the Mayor of the City of Lebanon, and the President of the Village of Shiloh. Each director shall be entitled to one vote.
2. **By-Laws of Not-for-profit Corporation:** The parties shall create and adopt By-Laws that govern the operation and procedures of the NFP. The By-Laws shall contain such provisions as, but not limited to, the classifications of members of the NFP, the addition of directors, and the dates of meetings of the NFP.
3. **Contribution to Not-for-profit Corporation:** The parties shall provide initial funding for the creation and operation of the NFP in the amount of \$1,000.00 per City or Village. Thereafter, the amount of contribution shall be based on the population of each municipality, based on the most current census, at a rate to be determined by the Board of Directors.

4. **Purpose:** The purpose of the NFP shall be to support Scott Air Force Base, Mid-America Airport and to provide analysis and support for the future growth of the region.
5. **Additional Municipalities:** The parties to this Agreement may, by unanimous vote, add additional municipal members. These additional members shall be required to apply and conform to the terms and conditions of this Agreement and such rules and regulations as may be adopted by majority vote from time to time. Any participant wishing to withdraw shall be permitted to do so upon giving all of the remaining participants sixty (60) days written notice and shall promptly after giving notice pay all amounts due from it to the whole.
6. **Notices:** Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to the parties at the address provided in this Agreement.
7. **Waiver :** Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.
8. **Law Governing:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
9. **Venue:** The parties to this Agreement agree that any action on this Agreement shall be brought in a court of competent jurisdiction located in St. Clair County, Illinois.
10. **Titles and Captions:** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.
11. **Modifications Must Be in Writing:** This Agreement may not be changed orally. All modifications of this Agreement must be in writing and must be signed by each party.
12. **Further Action:** The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.
13. **Good Faith, Cooperation and Due Diligence:** The parties hereto covenant, warrant, and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

14. **Savings Clause:** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

In Witness Whereof, the City of O'Fallon, by action of its Mayor and the City Council at a meeting held on the ____ day of _____, 2005, has authorized this Agreement to be signed and executed by its Mayor and attested by its City Clerk and the Corporate Seal of said City to be hereto affixed, and the City of Mascoutah, by action of its Mayor and Council of Alderman at a meeting held on the ____ day of _____, 2005, has authorized this Agreement to be signed and executed by its Mayor and attested by its City Clerk and the Corporate Seal of said City to be hereto affixed, and the City of Lebanon, by its action of its Mayor and Council of Alderman at a meeting held on the ____ day of _____, 2005, has authorized this Agreement to be signed and executed by its Mayor and attested by its City Clerk and the Corporate Seal of said City to be hereto affixed, and the Village of Shiloh by action of its Village Board and President of said Village at a meeting held on the ____ day of _____ 2005, has authorized this Agreement to be signed and executed in triplicate by its President and attested by its Village Clerk and the Corporate Seal of said Village to be hereto affixed.

City of O'Fallon

Village of Shiloh

Gary L. Graham, Mayor

James A. Vernier II, Mayor

ATTEST:

ATTEST:

Philip A. Goodwin, City Clerk

Brenda A. Kern, Village Clerk

City Of Mascoutah

City of Lebanon

Gerald Daugherty, Mayor

Scott Abner, Mayor

ATTEST:

ATTEST:

Kari Spiers, City Clerk

Pamela Koshko, City Clerk