

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ROCHELLE AND
THE OGLE COUNTY METROPOLITAN EXPOSITION AUDITORIUM
AND OFFICE BUILDING AUTHORITY**

This Intergovernmental Agreement (“Agreement”) entered into as of the ____ day of _____, 2012, between the City of Rochelle, an Illinois municipal corporation ("City"), and the Ogle County Metropolitan Exposition Auditorium and Office Building Authority, a unit of local government created and existing under the laws of the State of Illinois, commonly referred to as the Ogle County Civic Center Authority ("OCCCA"):

WITNESSETH

THAT WHEREAS, the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/1-1-5 *et seq.* and 5/11-15.1-1 *et seq.*) authorize units of local government to jointly exercise their powers, privileges or authority, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the City and OCCCA are units of local government which have a common interest in the continued economic viability of the Hickory Grove Civic Center ("Civic Center") located on North Route 251 in the City; and

WHEREAS, the Civic Center is owned by OCCCA, but is in need of repairs which threaten the economic strength of the Civic Center, and of the North Route 251 area located near the Civic Center; and

WHEREAS, OCCCA leases certain portions of the Civic Center to tenants, including a restaurant and a fitness center; and

WHEREAS, OCCCA does not have the financial ability on its own, to support the ongoing operation of the fitness center until such time as it can be made economically stronger by reason of increased usage and membership; and

WHEREAS, the City Council deems it to be in the best interest of the City of Rochelle for the City and OCCCA to enter into an intergovernmental agreement whereby the City would contribute financially to OCCCA to help defray the operational costs of the fitness center for a fixed period of time, in order to assist in the effort to make the fitness center economically stronger; and

WHEREAS, the governing body of OCCCA deems it to be in the best interest of OCCCA and the constituency of OCCCA for OCCCA to enter into this governmental agreement in order to advance the goal of making the Civic Center, and the fitness center, an economically viable enterprise; and

WHEREAS, the governing authorities of the City and OCCCA have approved this Intergovernmental Agreement; and

WHEREAS, the City and OCCCA wish to enter into this Intergovernmental Agreement for the purpose of setting forth certain agreements related to the joint exercise of their powers, privileges and authority for the purposes set forth herein;

NOW THEREFORE, in consideration of the foregoing recitals and the agreements of the parties as set forth in this Intergovernmental Agreement, the parties agree as follows:

1. OCCCA's Rights and Responsibilities. OCCCA shall have the exclusive right and power to lease the fitness center to tenants on such terms as OCCCA deems appropriate. The City shall have no rights and no responsibilities with respect to the operation of the Civic Center or the fitness center, except as may be set forth in this Intergovernmental Agreement, or as may arise from ordinances of the City of general applicability. OCCCA shall continue to use its best efforts to make the Civic Center, and the fitness center, an economically viable enterprise which will benefit not only OCCCA and the tenants of the Civic Center, but also the surrounding area.

2. City's Rights and Responsibilities. The City shall contribute the sum of Three Thousand Dollars (\$3,000.00) per month to OCCCA, commencing on the first day of the month following the date of execution of this Intergovernmental Agreement, for a period of twelve (12) consecutive months. The contributions are to be used by OCCCA to defray the operational costs of the fitness center, and OCCCA shall use them for that purpose. The City shall have the right, upon request, to review the financial records of OCCCA to verify the use made of the City's contributions. The parties shall review the status of the Civic Center prior to the expiration of the 12-month period for such contributions, to determine whether an extension of this Intergovernmental Agreement is appropriate.

3. Termination. Either party shall have the right to terminate this Intergovernmental Agreement on thirty (30) days' written notice to the other party, with or without cause.

4. Purposes and Objectives. The purposes and objectives for which this Intergovernmental Agreement has been entered into are as follows: (a) to further the efforts to make the Civic Center, and the fitness center, economically viable; (b) to enhance the attractiveness of the Civic Center; (c) to enhance the surrounding area.

IN WITNESS WHEREOF, the parties have executed and delivered this Intergovernmental Agreement as of the date set forth above.

[SIGNATURE PAGE FOLLOWS]

THE CITY OF ROCHELLE, an Illinois municipal corporation

BY: _____
DAVID S. PLYMAN, City Manager

ATTEST: _____
BRUCE MCKINNEY, City Clerk

THE OGLE COUNTY METROPOLITAN EXPOSITION AUDITORIUM AND OFFICE
BUILDING AUTHORITY

BY: _____

ITS: _____

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