

ORDINANCE NO. 2006-03-036

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT

(AmerenCILCO, AmerenCIPS and AmerenIP)

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

Section 1. That An Intergovernmental Agreement between the City of Champaign, Illinois, the City of Urbana, Illinois, and potentially other communities, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Chief Administrative Officer of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

AYES:

NAYS:

ABSTAINS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

**INTERGOVERNMENTAL AGREEMENT FOR INTERVENTION IN AMEREN  
ELECTRICITY DELIVERY RATE CASE**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF CHAMPAIGN, ILLINOIS (“Champaign”), and the CITY OF URBANA, ILLINOIS (“Urbana”)

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

WHEREAS, AmerenCILCO, AmerenCIPS, and AmerenIP have proposed a general increase in rates for delivery service as reflected in Illinois Commerce Commission Docket Nos. 06-0070, 06-0071, and 06-0072 (consolidated); and

WHEREAS, the parties and their individual, commercial, and industrial residents purchase substantial energy services from the above-named businesses; and

WHEREAS, the parties desire to agree to share the costs of intervening in those cases; 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, and Urbana, agree as follows:

**Section 1 Original Parties.** The CITY OF CHAMPAIGN, ILLINOIS and the CITY OF URBANA, ILLINOIS), shall be designated "original parties".

**Section 2. Additional Parties.** Other governmental agencies may become parties to this agreement by requesting to do so if all other original parties consent. Such consent shall be evidenced by the written approval of the parties, which may be

evidenced electronically. Such additional party shall contribute financially to these undertakings in a proportionate amount according to the population of the parties. The contribution shall be based on total costs at the including costs incurred before the approval of this Agreement by an additional party. Provided however, if a city or village with a population of less than 20,000 persons desires to pay an upfront cost in lieu of a proportionate share, such party shall pay \$2,000 if the population is between 20,000 and 10,000 and \$1,000 if the population is less than 10,000.

**Section 3. Lead Agency.** \_\_\_\_\_ shall be the lead agency on behalf of the parties. The Lead Agency shall be authorized to intervene into the cases in Illinois Commerce Commission Docket Nos. 06-0070, 06-0071 and 06-0072 on behalf of all and any of the parties to this Agreement, including additional parties. The Lead Agency on behalf of the parties shall contract for services desirable or necessary, to facilitate the intervention including without limitation, financial, legal, and engineering consultants. If the parties agree in advance however, any and all such contracts may be entered into by another of the original parties and billing for the costs of such contracts shall be in accordance with section 6. Such contracts shall be entered into as expeditiously as possible; however, no such contract shall be entered into except upon the consent of each party, as evidenced by the written approval of Urbana Chief Administrative Officer and Champaign City Manager. The Lead Agency shall cause reports to be sent periodically to the parties and make available copies of work produced by services purchased under this Agreement.

**Section 4. Executive Committee.** Champaign and Urbana will constitute an executive committee that will guide decision-making. Upon request of any additional

party and the agreement of the original parties, an additional party may become a member of the Executive Committee.

**Section 5. Cost sharing.** Champaign and Urbana agree to share all costs of hiring attorneys and experts pursuant to Section 2, such costs to be split among the parties on the basis of population. If an additional party is added to this Agreement, the total costs shall be shared with the original parties and all additional parties on the basis of population. Total cost of the intervention action and research shall not exceed \$120,000 provided that if additional parties enter this Intergovernmental Agreement, the additional funds contributed by those parties will increase the total amount authorized to be spent under this Agreement..

If additional funds are required above \$95,000, each party will be contacted by the Lead Agency 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. If a party chooses not to continue its participation due to the need for additional funds, such party may cease to participate but will be responsible for its proportionate share of costs to date.

No party to this Agreement will seek reimbursement for its own staff time or in house resources provided to support this project.

**Section 6. Payment.** Payment for attorney and expert services rendered under this Agreement shall be due to the Lead Agency 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. Billing in this manner will be performed periodically, but in no event more often than once per month.

**Section 7. Completion and Termination.**

(a) This Agreement will continue in full force until the decision of the Illinois Commerce Commission in the rate cases cited above. If the rate cases are appealed to the courts after the final decision of the Illinois Commerce Commission, no party shall be required to continue with the case or to contribute to such costs unless a supplemental amendment to this Agreement is approved by the party. Provided however a party may terminate its participation earlier as provided;

(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 the Lead Agency its share of costs for all services performed up to that party's total proportionate 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 agreements 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 the Lead Agency its proportionate share of the project costs up to the point of termination.

**Section 8. 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:

Chief Administrative Officer  
City of Urbana  
400 South Vine Street  
Urbana, IL 61801

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

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

**CITY OF URBANA, ILLINOIS**

**CITY OF CHAMPAIGN, ILLINOIS**

By: \_\_\_\_\_  
Chief Administrative Officer

By: \_\_\_\_\_  
City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_