AN INTERGOVERNMENTAL AGREEMENT TO FINANCE, DESIGN, AND MANAGE THE REBUILDING OF THE LEVEE SYSTEMS IN SOUTHWESTERN ILLINOIS

This Intergovernmental Agreement is effective as of the IM day of _______, 2009, but is actually executed by each of the undersigned parties on the dates set forth beneath the respective signatures of the duly authorized officers, by and between the Madison County Flood Prevention District ("Madison FPD"), the St. Clair County Flood Prevention District ("St. Clair FPD") and the Monroe County Flood Prevention District ("Monroe FPD") (collectively referred to herein as ("the FPDs").

WITNESSETH:

WHEREAS, the parties are entering this agreement pursuant to the authority granted to them by Article VII, Section 10(a) of the Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.) which permit units of local government to obtain or share service and to exercise, combine or transfer any power or function not prohibited by law or ordinance; and

WHEREAS, the Illinois Flood Prevention District Act (70 ILCS 750/1 et seq.) (the "Act") provides that the Flood Prevention Districts have the full legal authority to finance, manage and oversee the repair and restoration of the levee systems within or outside their corporate limits; and

WHEREAS, the Act further provides that the FPDs may join together through an intergovernmental agreement to provide any services described in the Act, to construct, reconstruct, repair, or otherwise provide any facilities described in the Act either within or outside the FPD's corporate limits, to issue bonds, notes or other evidences of indebtedness, to pledge the taxes authorized to be imposed pursuant to the Act to the obligations of any other district, and to exercise any other power authorized in the Act; and

WHEREAS, the Act requires that the FPDs jointly hire a Chief Supervisor of Construction and the Works to manage the repair and restoration of the levee systems; and

WHEREAS, the Act provides for the collection of sales tax revenue within each county to be paid into a County Flood Prevention Occupation Tax Fund to, at the direction of the FPDs, finance bonds, notes or other evidences of indebtedness to pay for the repair and restoration of the levee systems; and

WHEREAS, oversight of the repair and restoration will include decisions about financing and expenditures of funds, adoption of budgets and schedules, coordination and consultation with the U.S. Army Corps of Engineers, management of construction projects, and consultation with Madison, St. Clair and Monroe counties and the four affected levee and drainage districts; and

WHEREAS, a coordinated and cooperative management of the financing and management of the levee system repair and restoration will be more efficient and cost effective than proceeding separately; and

WHEREAS, the East-West Gateway Council of Governments ("EWG") is the metropolitan planning organization and the regional planning council for the bi-state St. Louis metropolitan area, including the FPD areas, and can provide fiscal and administrative services to the FPDs.

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

- 1. **Formation of the Council.** The FPDs hereby form the Southwestern Illinois Flood Prevention District Council (the "Council") to coordinate the financing, management and oversight of the levee restoration project.
- 2. **Bylaws.** The Council hereby adopts Bylaws (as shown in Attachment A) that define the method of operation of the Council, including conduct of meetings, voting and such other rules necessary to the efficient conduct of business.
- 3. **Fiscal Agency Services.** The Council shall, by consent of the parties, enter into a fiscal agency agreement with EWG, in substantially the same format as the fiscal agency agreement shown in Attachment B, to provide fiscal, administrative and staff services to the Council.
- 4. Chief Supervisor of Construction and the Works. The Council shall select and contract for the services of a Chief Supervisor of Construction and the Works (the "Chief Supervisor") to manage the activities of the Council. The Chief Supervisor will report to the Council and his or her duties will include, but not be limited to: provide technical supervision, program management, funds management, contract administration and external communications; coordinate with the U.S. Army Corps of Engineers on implementation of the Levee System repair projects; coordinate with the Council, the FPDs and the local drainage and levee districts and sanitary districts; develop project and administrative budgets, maintain project schedules and provide periodic progress reports to the Council on each of the Projects; provide staff support for Council meetings; and other duties as determined from time to time by the Council. The Chief Supervisor, pursuant to policies, budgets and direction provided by the Board of Directors may from time to time, select any other members of the staff. Salaries and other costs of additional staff will be included in the adopted Council budget. All staff personnel will be responsible to the Chief Supervisor of Construction and the Works for the performance of their duties.
- 5. **Contribution**. The FPDs agree to pay all costs associated with administration of the Council's activities, including staff salary and benefits, meeting costs, advertising for competitive procurements, audit and legal expenses and other reasonable and necessary expenses as set forth in an annual budget adopted by the members. For the initial budget from the

effective date of this Agreement until October 1, 2009, based upon reported sales tax revenues for each county, Madison County FPD will contribute forty-six percent (46%), St. Clair County FPD will contribute fifty percent (50%) and Monroe County FPD will contribute four percent (4%) of the annual budgeted administrative costs of the Council. Contributions will be adjusted annually each October 1, based on the pro rata share of sales tax revenues attributable to each FPD during the preceding calendar year. The FPDs will each pay to EWG their pro rata share of administrative expenses reflected in monthly invoices provided by EWG to Council. The final payment of the pro rata share will be based upon reconciliation of projected to actual sales tax revenues.

- 6. **Budgets and Annual Report.** The Council will adopt its annual administrative budget on or before July 31 of each year for the upcoming fiscal year beginning October 1, to allow time for the budget to be reviewed and approved by each FPD before August 31, and by the county board of the county in which each FPD is situated, in accordance with the Act. For the first partial year from the effective date until October 1, 2009, the Council shall adopt a budget as soon as reasonably practical. The Council may amend its budget during the year if necessary due to changed circumstances. Any amendments will be adopted in accordance with the Act and procedural requirements for approvals from each FPD and each county board. The Council will also provide an annual report to the FPDs on or before July 31 each year to allow the report to be included in the FPDs annual report to the county by August 31, in accordance with the Act.
- 7. **Annual Program of Projects.** The Council will adopt an annual program of levee and flood protection system repair and restoration projects. The annual program will set priorities and establish project budgets and schedules for projects within the FPD districts.
- 8. Competitive Procurements. All procurements by the Council will be in accordance with a competitive procurement policy to maximize the opportunity for free and open competition, requiring, at a minimum: a) comparative pricing or competitive bids for all procurements of \$1,000 to \$20,000; b) at least three (3) competitive bids for all procurements exceeding \$20,000; and c) in all other respects, conformance with the Illinois Procurement Code (30 ILCS 500 et seq.) and the Illinois Local Government Professional Services Selection Act (50 ILCS 510 et seq.). When architectural, engineering or land surveying services is required, Council shall follow a qualifications-based selection process in conformance with 50 ILCS 510/5. When other professional services are sought, the Council will seek competitive proposals and may consider price in addition to qualifications in making a selection.
- 9. **Term and Termination.** This Agreement begins on the effective date first above written and ends on October 1, 2014; the Agreement shall be renewed for an additional five year term unless terminated by one of the parties at least ninety (90) days before the end of a term.
- 10. **Withdrawal.** An FPD may withdraw from the Agreement during the first or any subsequent term by providing eighteen months notice to the other parties. Withdrawal from the Agreement will not change an FPD's obligations of repayment under any bond, note or other evidence of indebtedness issued pursuant to the Act. An FPD that withdraws will continue to

pay its share of budgeted costs to the Council for the eighteen months following notice of withdrawal or the remaining term of this Agreement, whichever is less.

- 11. **Place of Business.** The Council's principal place of business shall be within an area protected by one of the levee systems or at such other location as agreed to by the three FPDs, and it will establish and maintain an office within its principal place of business.
- 12. **Governing 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.
- 13. **Amendments.** This Agreement may be amended from time to time with the unanimous consent of all the parties to the Agreement. Neither this Agreement nor any provision hereof may be revised, waived, discharged, terminated or otherwise abrogated or diminished other than by an instrument in writing duly authorized and executed by the parties.
- 14. **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of all parties and their respective successors and assigns.
- 15. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, to the parties at the following addresses or to such other addresses as either may designate in writing to the other party:

If to the Council:

The Southwestern Illinois Flood Prevention District Council c/o East-West Gateway Council of Governments
One S. Memorial Dr.
Suite 1600
St. Louis, MO 63102
ATTN: Director of Administration

If to the Districts:

Joseph Parente Director of Administration Madison County 157 N. Main St., Suite 165 Edwardsville, IL 62025-1963

Dan Maher Director of Administration St. Clair County #10 Public Square Belleville, IL 62220 Linda Lehr County Coordinator Monroe County 100 South Main Street Waterloo, IL 62298

- 16. **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.
- 17. **Entire Agreement.** Before the effective date of this Agreement, the parties have entered other intergovernmental agreements to cooperatively fund initial levee and flood protection system investigation and planning work. Those agreements are not superseded or abrogated by this Agreement; provided however, this Agreement constitutes the entire agreement between the parties concerning the matters set forth herein, and all planning design and repair from the effective date forward. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto.
- 18. **Effect of Bylaws.** In the event that a conflict exists between this Agreement and either a fiscal agency agreement governing financial and administrative matters or Bylaws governing procedures for the operation of a cooperative Council among the parties, this Agreement shall control.
- 19. **Severability.** In the event that any of the terms or provisions of this Agreement are declared void or unenforceable for any reason, the remaining terms and provisions of the Agreement shall remain in full force and effect and shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written, as evidenced by signature of their respective authorized officials below.

MADISON COUNTY FLOOD PREVENTION	ST. CLAIR COUNTY #1/OOD
DISTRICT	PREVENTION DISTRICT
By: Jan Roff	By: 11 Ginel Advar
Date: 6/11/09	Date: 4/11/09
ATTEST:	ATTEST:
W pyrotheles	Poul Boots
Date: 6 4/11/09	Date: 6/11/09
MONROE COUNTY FLOOD	
PREVENTION DISTRICT	
Ву:	
Date: 6/11/09	
ATTEST:	
Bus Bunkm	
Date: 6/11/09	

ATTACHMENT A

BYLAWS

SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICTS COUNCIL

PREAMBLE

The repair and reconstruction of levee and flood protection systems in Southwestern Illinois is essential to protect the health and well being of citizens and the economic vitality of the region. Madison, Monroe and St. Clair counties have established Flood Prevention Districts (the "Districts") pursuant to the Illinois Flood Prevention District Act (70 ILCS 750/1 et seq.) to manage the reconstruction and repair of the Wood River Drainage & Levee District, the Metro East Sanitary District, the Prairie Du Pont Levee & Sanitary District and the Fish Lake Drainage & Levee District levee and flood protection systems (the "Levee Systems"). Because the Levee Systems cross jurisdictional boundaries and are hydrologically linked, the financial and management decisions required to complete the repairs will need to be coordinated among all the Districts. Furthermore, the Flood Prevention District Act requires that the Districts jointly hire staff to manage the restoration. Therefore, the Districts have joined together through an intergovernmental agreement pursuant to the Flood Prevention District Act and the Illinois Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.) (the "Intergovernmental Agreement") to coordinate and jointly finance, design and manage the repair and reconstruction of the Levee Systems.

ARTICLE I - FUNCTIONS OF THE COUNCIL

The functions of the Southwestern Illinois Flood Prevention Districts Council (the "Council") shall include:

<u>Section 1. Repair and Reconstruction of the Levee Systems</u>: To establish budgets, plans and priorities for the expenditure of funding to repair the Levee Systems.

<u>Section 2. Funding the Levee Protection System Repair</u>: To issue bonds, notes or other evidences of indebtedness to finance the repair and reconstruction and to seek other funds from federal, state and local governmental or private agencies.

<u>Section 3. Management and Administrative Functions</u>: To employ a Chief Supervisor of Construction and the Works and other staff as may be needed, to finance, design and manage the repair and reconstruction.

<u>Section 4. Other Functions</u>: To undertake other matters required for the efficient repair and reconstruction of Levee Systems and permitted under the Illinois Flood Prevention District Act and the Illinois Intergovernmental Cooperation Act as determined from time to time by the members.

ARTICLE II – OFFICES

<u>Section 1. Principal Office:</u> The principal office of the Council shall be located within an area protected by one of the Levee Systems or at such other location as agreed to by the Board of Directors.

ARTICLE III – BOARD OF DIRECTORS

<u>Section 1. Membership</u>: There shall be no more than nine voting members of the Board of Directors. The three Commissioners duly appointed by the county Board Chair of the counties of each of the following Districts shall be members of the Council and shall serve on its Board of Directors:

Madison County Flood Prevention District Monroe County Flood Prevention District St. Clair County Flood Prevention District

<u>Section 2. Duration of Membership</u>: Each member shall serve on the Board of Directors for the duration of his or her term on the county Flood Prevention District.

<u>Section 3. Officers:</u> The Board of Directors shall elect a President, Vice-President, and Secretary-Treasurer, each from a different District, to serve for one-year terms at the annual meeting each year.

<u>Section 4. Compensation:</u> Directors shall not receive compensation for their services. A Director may be reimbursed for his or her actual expenses reasonably incurred in attending meetings.

<u>Section 5. Vacancies</u>: Any vacancy occurring among the Directors shall be filled by the chairman of the county board of the county from which the vacated Director came, in accordance with the Illinois Flood Prevention District Act.

<u>ARTICLE IV - MEETINGS OF THE SOUTHWESTERN ILLINOIS FLOOD PREVENTION</u> DISTRICTS COUNCIL

<u>Section 1. Meetings</u>: The Board of Directors will meet once a month at a time and place determined by a simple majority of the voting members.

<u>Section 2. Annual Meeting:</u> The annual meeting of the Board of Directors for the purpose of electing officers, adopting an annual budget, an annual program of projects, and such other business as may be necessary shall be held not later than July 31st of each year, at a time and place determined by act of a simple majority.

<u>Section 3. Special Meetings</u>: The President may call special meetings if in his or her judgment the need exists. Special meetings may also be called at the request of a simple majority of the Commissioners of any Flood Prevention District named in Article III, Section 1.

Section 4. Procedural Matters:

A. Quorum:

A quorum of the Board of Directors sufficient for the transaction of business shall be a simple majority of all voting members of the Board, and the act of a simple majority of the votes taken at a meeting at which a quorum is present shall be taken as the action of the Board of Directors.

B. Voting:

Each member of the Board of Directors shall have one vote on all decisions that come before the Council, unless at least three members present at a meeting request a roll call and weighted vote on any item.

C. Weighted Voting:

In the event that a roll call and weighted vote is requested pursuant to Section 4 B. above, votes shall be apportioned among the nine members based on the population in each District. Each District shall have one vote for each 100,000 population or fraction thereof represented in the respective Districts. Votes attributable to each District shall be apportioned equally to the three Directors representing that District. For the purposes of weighting votes, population will be based upon the latest official census of the United States Department of Commerce Bureau of the Census.

If any member of the Council is apportioned less than a single vote, the commissioners of the District represented by that member may select one Director to cast the vote of those members who are present at the meeting of the Council.

In cases of a weighted vote certain actions must be approved by a super-majority of votes of the Board of Directors. A super-majority of the Board of Directors is defined as five or more votes to approve the action. The actions requiring a super-majority are:

- (a) adoption of the annual budget of administrative costs;
- (b) adoption of an annual program of levee and flood protection system repair and restoration projects;
- (c) selection or termination of the Chief Supervisor of Construction and the Works; and
- (d) amendment of these Bylaws.

D. Proxies:

Proxies shall not be allowed nor considered in determining whether a quorum is present at a meeting, nor shall proxy voting be allowed at any meeting of the Board.

E. Meetings by Conference Telephone:

Members of the Board of Directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment provided a majority of a quorum is physically present and the meeting otherwise complies with the Illinois Open Meetings Act (5 ILCS 120).

F. Rules of Procedure:

The Board of Directors may adopt rules of procedure as they determine necessary to govern the meetings and proceedings of the Board of Directors. The rules contained in the currently recognized edition of Robert's Rules of Order shall govern the Southwestern Illinois Flood Prevention Districts Council and its Board of Directors in all cases in which they are applicable, and in which they are not inconsistent with these Bylaws or any rules of procedure adopted by the Board of Directors.

G. Open Meetings:

The Council shall conduct its business in accordance with the Illinois Open Meetings Act (5 ILCS 120) and the Illinois the Freedom of Information Act (5 ILCS 140).

H. <u>Legal Counsel</u>:

The Council shall retain legal counsel to advise the Board of Directors on the implementation of its responsibilities under the Illinois Flood Prevention District Act and other applicable laws.

ARTICLE V - STAFF

<u>Section 1. Chief Supervisor of Construction and the Works</u>: The Board of Directors shall select a Chief Supervisor of Construction and the Works to manage the activities of the Council. The Chief Supervisor of Construction and the Works will report to the Council and his or her duties shall be those set forth in the Intergovernmental Agreement and other duties as determined from time to time by the Council.

<u>Section 2. Other Staff Members</u>: The Chief Supervisor of Construction and the Works, pursuant to policies, budgets and direction provided by the Board of Directors from time to time, may select any other members of the staff. All staff personnel will be responsible to the Chief Supervisor of Construction and the Works for the performance of their duties.

ARTICLE VI - FINANCES

Section 1. Financial Contribution: Each Flood Prevention District shall contribute funds at least quarterly to pay for the Council's annual budget of administrative costs. The amount of the budget contributed by each shall be equivalent to the percentage of sales tax revenue collected annually by that Flood Prevention District in relation to the entire tax revenue collected annually in the three Districts who are signatories to the Intergovernmental Agreement.

Section 2. Budgets: An annual budget of administrative costs for the operational activities of the Council shall be approved by the Council on a fiscal year basis beginning October 1, with approval being voted not later than July 31 of the preceding fiscal year. An annual program of Levee System repair projects, including budgets, shall also be approved by the Council on a fiscal year basis beginning October 1, with approval being voted not later than July 31 of the preceding fiscal year.

<u>Section 3. Audit</u>: The financial records of the Council shall be audited by a certified public accountant at least once per fiscal year.

<u>Section 4. Fiscal Agent</u>: The Council may enter into a fiscal agency agreement with another agency to provide fiscal, administrative and staff services to the Council.

<u>Section 5. Illinois Financial Institution</u>: All banking shall be conducted with a financial institution with a presence in Illinois.

ARTICLE VII - AMENDMENTS

<u>Section 1.</u> Submission of Amendments: Any member of the Board of Directors may propose amendments to these Bylaws. The proposed amendment shall be submitted to the Board of Directors at least 45 days prior to the meeting where amendments will be considered.

ATTACHMENT B

FISCAL AGENCY AND ADMINISTRATIVE SERVICES AGREEMENT BETWEEN THE SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL AND THE EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS

This Fiscal Agency Agreement is entered into as of the ___ day of ___ 2009, by and between the Southwestern Illinois Flood Prevention District Council (the "Council") and the East-West Gateway Council of Governments, One Memorial Drive, St. Louis, MO 63102 ("EWG").

WHEREAS, the Flood Prevention Districts of Madison, Monroe and St. Clair counties (the "FPDs") have formed the Southwestern Illinois Flood Prevention District Council through an intergovernmental agreement (the "Intergovernmental Agreement"), to jointly finance, design and manage the repair and restoration of the Wood River Drainage & Levee District, the Metro East Sanitary District, the Prairie Du Pont Levee & Sanitary District and the Fish Lake Drainage & Levee District levee systems (the "Levee Systems") in Madison, Monroe and St. Clair counties; and

WHEREAS, the Illinois Flood Prevention District Act (70 ILCS 750/1 et seq.) requires, among other things, that the FPDs employ staff, prepare budgets, maintain fiscal and administrative records and prepare reports regarding the repair and restoration of the Levee Systems; and

WHEREAS, EWG is the regional planning agency for the bi-state St. Louis metropolitan area, including the FPD areas, and can provide fiscal, administrative and staff services to the Council.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, this Agreement, entered into by and between EWG and the Council stipulates the following:

- 1. EWG will serve as the fiscal agent for the Council and shall employ a Chief Supervisor of Construction and the Works on behalf of the Council. With regard to the Council's funds entrusted to EWG, EWG shall receive and deposit funds in a separate bank account(s) in Council's behalf (in a bank with a presence in Illinois), pursuant to generally accepted principles of prudent financial management of public funds; provide the Council with any and all information required to prepare reports and comply with audits required by law; maintain records and documentation pertaining to fiscal and administrative activities; and such other assistance as the Council reasonably requests. In addition, EWG shall:
 - a) with regard to the annual budgeted administrative costs for the Council's activities: pay salary and benefits to the Chief Supervisor and any other staff; reimburse the Chief Supervisor for approved travel and related expenses; provide accounting services which will include the processing of payroll and related reports and tax information; provide monthly invoices to the Council for administrative services;

- b) with regard to funding for the program of Levee System repair projects: provide assistance in advertising for competitive procurements for third-party consultant services, including financial, legal and engineering services; and pay invoices, approved by the Council or the Chief Supervisor, for such consultant services provided to the Council and other costs incurred in furtherance of the operation of the Council; and
- c) upon request by the Council, provide staff services to the Council as needed, to be invoiced at cost by EWG to the Council. If, in the estimation of Council, anticipated services for a special project will exceed \$5,000 in cost, Council and EWG shall enter a contract for such services.
- 2. The Chief Supervisor of Construction and the Works (the "Chief Supervisor") shall be selected by the Council and will manage and oversee the repair and restoration of the Levee Systems. The Council will supervise the Chief Supervisor and has the discretion to set hours, reporting requirements and other duties as required. The duties of the Chief Supervisor are described in the Intergovernmental Agreement and may be changed from time to time at the discretion of the Council.
- 3. If requested, EWG will provide office space, supplies and administrative support for the Chief Supervisor and shall reimburse him or her directly for approved expenses incurred in connection with work performed at the direction of the Council.
- 4. EWG, as the fiscal agent, is providing administrative and financial services to the Council under the supervision and direction of the Council, which has sole responsibility and authority for decisions regarding the use of its funds pursuant to the Illinois Flood Prevention District Act. EWG shall not engage in the design or management of the Levee System projects nor participate in decisions on the selection of professional services nor direct the use of the funds, except as directed by the Council.
- 5. Upon execution of this Agreement, Council shall pay to EWG an amount equal to tenthousand dollars (\$10,000) to cover initial administrative costs. Thereafter, Council shall pay for administrative costs under this Agreement in progress payments, based on invoices provided by EWG. EWG shall submit invoices to Council on a monthly basis for EWG's costs incurred during the preceding month. The monthly cost reflected in the invoices will include all costs to perform the services under this Agreement including salary, benefits, indirect costs, if applicable, accounting and administrative functions. Council shall pay to EWG the amount owed for the invoices within thirty (30) days of receipt.
- 6. For other costs incurred by the Council on the Levee System projects including consultant services, office expenses, meeting expenses, supplies etc., the Council will provide invoices for all such costs to EWG and, after approval of the invoices by the Chief Supervisor, EWG will prepare payment from funds deposited in Council's bank account in the form of a check for signature by an authorized officer of Council, or electronically directly from the bank account, as directed by Council.

- 7. This Agreement shall begin on the effective date and shall continue until October 1, 2009. The Agreement shall automatically renew each October 1 thereafter for additional one-year terms unless terminated by either party at any time on ninety (90) days written notice. If this Agreement is terminated the Council shall pay EWG, according to the above noted monthly arrangement, for services rendered through the month of cancellation, or for actual costs expended by EWG, whichever is less, to the effective termination date.
- 8. This Agreement may be amended from time to time with the consent of the parties to the Agreement. Neither this Agreement nor any provision hereof may be revised, waived, discharged, terminated or otherwise abrogated or diminished other than by an instrument in writing duly authorized and executed by the parties.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement as of the date first above written, as evidenced by signature of their respective authorized officials below:

MADISON COUNTY FLOOD PREVENTION DISTRICT	ST. CLAIR COUNTY FLOOD PREVENTION DISTRICT
Ву:	By:
Date:	Date:
ATTEST:	ATTEST:
Date:	Date:
MONROE COUNTY FLOOD PREVENTION DISTRICT	EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
By:	By:
Date:	Date:
ATTEST:	ATTEST:
Date:	Date: