

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2017, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village") and Oak Park Elementary School District 97 (“District 97”).

RECITALS

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, intergovernmental cooperation is further authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (“the Act”); and

WHEREAS, the Village and District 97 (collectively referred to as “the Parties”) are public agencies as that term is defined by the Act, 5 ILCS 220/2; and

WHEREAS, District 97’s E-Rate agreement has provided opportunities for the Village to install a fiber wide area network in conjunction with District 97; and

WHEREAS, it has been determined by the corporate authorities of the Village and District 97, respectively, that this Agreement would be beneficial to the public health, welfare and safety for the Parties to share equally in the cost to procure the services of a fiber network consultant to conduct an analysis of the Parties existing and future needs for a wide area network under the terms and conditions set forth herein.

NOW, THEREFORE, it is agreed by and between the Village and District 97, in consideration of the public health, welfare and safety, and the mutual covenants contained herein, as follows:

1. **RECITALS.** The above recitals are substantive and are incorporated herein by reference.

2. **SELECTION OF CONSULTANT.** During the term of this Agreement, the Village and District 97, jointly, will issue a request for proposal (“RFP”) to procure the services of a fiber network consultant to conduct an analysis of the Parties’ existing and future needs for a wide area network (“Consultant Services”). The Village and District 97 shall review all proposals that are submitted and shall jointly select a consultant. In the event that the Parties cannot mutually agree on a consultant, the Parties shall have the right to terminate this Agreement and/or seek E-Rate services and the services sought here individually.

3. **SERVICES TO BE RENDERED BY CONSULTANT.** The selected consultant shall perform the “Consultant Services”) and prepare a report for the Parties to review and determination of the appropriate course of action.

4. **COMPENSATION.** The selected consultant shall send copies of all invoices to both Parties for the consultant’s services and reimbursable expenses. In the event that either Party disputes a charge, expense, or fee on the consultant’s invoice, that Party shall notify the other Party within seven (7) days of receipt of the invoice about the disputed invoice amount. The Village and District 97 are each responsible for one-half (1/2) of the approved invoices and shall each pay the selected consultant individually. The Parties shall only be responsible for their one-half of approved invoices and shall not be liable for the other party’s one-half.

5. **TERMINATION.** Either Party may terminate this Agreement at its convenience. Such termination shall be effective after the terminating Party gives the other Party: (1) not less than ten (10) calendar day's written notice of termination; and (2) an opportunity for a meeting with the terminating Party before termination. If the Village terminates the agreement with the consultant, through the Village's breach or termination for convenience, District 97 shall have the right to terminate this Agreement immediately and continue its contractual relationship with the consultant. If District 97 terminates the agreement with the consultant, through District 97's breach or termination for convenience, this Agreement shall immediately terminate. In the event that this Agreement is terminated, the Parties shall be responsible for all of the consultant's services performed, including reimbursable expenses, prior to the effective date of termination.

6. **AMENDMENTS AND MODIFICATIONS.** This Agreement may be modified or amended from time to time by the authorized representatives of the Village and District 97, provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of District 97.

7. **SAVINGS CLAUSE.** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

8. **CAPTIONS AND SECTION HEADINGS.** Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

9. **NON-WAIVER OF RIGHTS.** No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

10. **NOTICES, INVOICES AND COMMUNICATIONS.** All notices, invoices or other communications under or in respect to this Agreement shall be in writing and sent by United States mail, personal service or by electronic transmission to the persons and addresses indicated below, or said persons designees who shall be designated in writing pursuant to this Section, or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

TO THE VILLAGE:

Village Manager
Village of Oak Park
123 Madison St.
Oak Park, Illinois 60302
Fax: (708) 358-5101
Email: villagemanager@oak-park.us

TO DISTRICT 97:

Superintendent
OPESD #97
260 Madison St.
Oak Park, Illinois 60302
Fax: (708) 524-3000
Email: ckelley@op97.org

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Notice by electronic transmission shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

11. **ENTIRE AGREEMENT.** This Agreement sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement.

12. **GOVERNING LAW AND VENUE.** The laws of the State of Illinois shall apply to the interpretation of this Agreement. Venue for any action taken by either the Village or District 97 to enforce the terms of this Agreement shall be in the Circuit Court of the Cook County, Illinois.

13. **BINDING AUTHORITY.** The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Agreement.

14. **EFFECTIVE DATE.** The effective date of this Agreement as reflected above shall be the last date that it is executed by one of the parties as reflected below.

15. **COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.** This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

**OAK PARK ELEMENTARY SCHOOL DISTRICT
97**

By: Cara Pavlicek
Its: Village Manager

By: Holly Spurlock
Its: Board President

Date: _____, 2017

Date: _____, 2017

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By: Sheryl Marinier
Its: Board Secretary

Date: _____, 2017

Date: _____, 2017