

**INTERAGENCY AGREEMENT
BY AND BETWEEN THE COUNTY OF COOK
AND PUBLIC SCHOOL FOR THE
COOK COUNTY SOLAR SCHOOL PROGRAM**

This Agreement (“Agreement”) is made by and between the COUNTY OF COOK (“County”), a body politic and corporate of the State of Illinois on behalf of the Department of Environment and Sustainability and LINCOLNWOOD SCHOOL DISTRICT 74 for LINCOLN HALL MIDDLE SCHOOL, an Illinois governmental agency established under the laws of the State, having its principal offices at 6950 N EAST PRARIE RD., LINCOLNWOOD, IL 60712. Each party to this Agreement is sometimes referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Cook County supports the use of electricity from renewable sources instead of fossil fuels as part of its overall goal of becoming carbon neutral by 2050; and

WHEREAS, the Cook County Policy Roadmap’s (“Roadmap”) Sustainable Communities goal is to support healthy, resilient communities that thrive economically, socially, and environmentally; and

WHEREAS, the Roadmap acknowledges the County must address past environmental injustices in underserved communities including the effects of climate change, uneven development, and persistent segregation; and

WHEREAS, the Roadmap sets forth the objective of ensuring environmental justice and a healthy environment for all people and places and advancing racial equity; and

WHEREAS, the Roadmap also sets forth the objective of reducing climate change and providing ways to mitigate its effects by prioritizing renewable energy development; and

WHEREAS, on November 21, 2019, the Cook County Board of Commissioners approved the 2020 Annual Appropriation which included Budget Amendment 13 (“Amendment”), as passed by the Finance Committee and the County Board, to use \$120,000 in funds from the Solid Waste Special Purpose Fund to create a program that would provide up to two schools with solar paneled roofs; and

WHEREAS, the Amendment provides that the participating schools would build a science, technology, engineering and mathematics (“STEM”) program around the solar paneled roofs to encourage more children to join engineering, environmental sciences, and other STEM programs; and

WHEREAS, the Amendment provides that the solar panels will provide an educational component by allowing students to track the energy generated and saved as a result of the solar panels, while providing a cost savings for the participating schools; and

WHEREAS, the Illinois Clean Energy Community Foundation’s (“Foundation”) K-12 Solar Schools Program (“Program”) supports the installation of 1 kW photovoltaic (PV) systems throughout Illinois at institutions serving grades K-12; and

WHEREAS, the Foundation’s Program was launched in 2006 and has awarded over \$5 million in grants to over 400 schools to support the installation of 1 kW photovoltaic (PV) systems; and

WHEREAS, the Foundation’s Program turns school buildings into hands-on science experiments, helping teachers to instruct students about STEM, science, math, technology, the environment, and

other important topics; and

WHEREAS, the County seeks to reach more students and schools; and

WHEREAS, the County desires to increase access for students in low-income communities which disproportionately lack access to STEM programs; and

WHEREAS, the County desires to support under-resourced schools which lack the resources to incorporate clean energy into their operations and curriculum; and

WHEREAS, the Elementary and Secondary Education Act of 1965 authorizes financial assistance through its Title 1 school-wide program to local educational institutions with a percentage of students from low-income families of at least 40%; and

WHEREAS, the County seeks to support schools applying for Foundation grants for the installation of solar photovoltaic panels by developing a Cook County K-12 School Solar Initiative (“County’s School Solar Initiative”) that expands the number of schools with a preference for the Elementary and Secondary Education Act Title-1 school-wide funded and Title-1 school-wide eligible schools (“Title 1 Schools”); and

WHEREAS, the Foundation’s Program funds approximately 90% of the PV system and installation costs at schools whose applications are accepted by the Foundation; and

WHEREAS, the County desires to create a School Solar Initiative that will fund the remaining portion of the PV system costs, ongoing operation and maintenance, and STEM curriculum development in the amount which the school sought in its application and which the County approved, though up to and not to exceed \$5,000 per school; and

WHEREAS, the County’s School Solar Initiative also seeks to fund up to \$5,000 to existing Foundation Program schools that received grants and that lack the resources to repair and maintain PV systems that are currently inoperable.

NOW, THEREFORE BE IT RESOLVED, by the Cook County Board of Commissioners, that the \$120,000 appropriated to the Department of Environment and Sustainability for a County School Solar Initiative shall be used to provide funding to K-12 public schools with a portion of funds for a PV system; and

BE IT FURTHER RESOLVED that the Department of Environment and Sustainability shall:

(1) Establish, develop, maintain and promote the Cook County K-12 School Solar Initiative (“Initiative”); and

(2) Be authorized to award grants to provide additional funding under the County School Solar Initiative for: the school’s PV system match costs not covered by the Foundation’s Program; the establishment of an operating and maintenance fund as required by the Foundation; and the support of student STEM curriculum development and related student and community educational materials and events, with the total grant amount for any one school which the school sought in its application and approved by the County, though up to and not to exceed \$5,000; and

(3) Be authorized to enter into grant agreements with public schools within Cook County that are awarded grants from the Foundation’s Program, with a preference for Title 1 schools, based on the order in which qualifying applications are received; and

(4) Thereafter, if sufficient funds remain, be authorized to enter into grant agreements with any public school within Cook County that is awarded a grant from the Foundation’s program, based on the order in which qualifying applications are received; and

(5) In addition, the Department may offer funding to public schools, with a preference for Title 1 schools, in Cook County already within the Foundation’s K-

12 Solar Schools Program towards the cost of repair of previously installed PV systems funded by the Foundation, in an which the school sought in its application and approved by the County, though up to and not to exceed \$5,000 per school; and

(6) Report in writing annually no later than the last Cook County Board meeting in September to the Cook County Board of Commissioners regarding the grants awarded under the County School Solar Initiative.

I. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein as though fully set forth.

II. AUTHORITY

The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder. This Agreement between the County and Public School shall not become effective unless authorized by the Cook County Board of Commissioners or their authorized designee and an authorized representative of Public School. This Agreement constitutes a legal, valid and binding agreement, enforceable against Public School and, once duly authorized and executed by the Cook County Board of Commissioners or their designee, against the County, in accordance with its terms.

III. TERM OF AGREEMENT AND TIMELINESS OF PERFORMANCE

3.1 This Agreement shall have a term of one (1). The Agreement shall commence May 15, 2021 and continue until May 14, 2022 or until this Agreement is terminated in accordance with its terms, whichever occurs first. Either party may terminate this Agreement at any time upon ninety (90) days written notice to the other party.

3.2 Public School must provide the services and reports within the term and within the time limits required under this Agreement, pursuant to the provisions of Section V. Further, Public School acknowledges that time is of the essence and that the failure of Public School to comply with the time limits described in Section V shall result in the Public School not being reimbursed for allowable expenses.

3.3 Neither Public School nor Public School's agents, employees, service providers or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by either of the Parties, for damages, charges or other losses or expenses incurred by Public School by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

IV. SCOPE OF AGREEMENT

The County, through representatives of the Department of Environment and Sustainability, shall work to establish and support the School Solar Initiative and to enter into grant agreements with schools which receive grants under the Foundation's program, with a preference for Title 1 schools.: The County shall award grants to provide additional funding to public schools, with a

preference for Title 1 schools, in Cook County for the school's PV system match costs not covered by the Foundation's Program; the establishment of an operating and maintenance fund as required by the Foundation; and the support of student STEM curriculum development and related student and community educational materials and events, with the total grant amount for any one school not to exceed \$5,000.

The grants funds shall be used as follows: up to \$1,000 or 10% of the system cost not covered by Illinois Clean Energy Community Foundation (whichever amount is less), including supplies, installation, and labor; up to \$1,500.00 for an operations and maintenance fund for the PV system to ensure its long-term operation for the school community; and up to \$1,500.00 towards the costs of the Solarbration, training resources related to renewable energy, and/or signage for the installation.

Specific process objectives and associated performance measures include:

1. Utilize grants fund for LINCOLN HALL MIDDLE SCHOOL's PV system match costs not covered by the Foundations Program.
2. Document the PV system installation.
3. Establish an operating and maintenance fund as required by the Foundation.
4. Support student STEM curriculum development and related student and community educational materials and events, including a Solarbration.
5. Provide a final report to the County regarding the community events and Solarbration.

V. DUTIES AND RESPONSIBILITIES OF PUBLIC SCHOOL

5.1 Program Design. Public School will work with County representatives to develop the Program as defined in Section IV.

5.2 Utilization of Service Providers. Public School may utilize its current service providers or solicit additional service providers to assist in the implementation of the Program.

5.3 Metrics and Reports. Public School shall provide a final report on the Performance Measures described in Section IV in a form provided by the Department of Environment and Sustainability.

5.4 Final Report and Accounting. Financial reports detailing all expenses charged to this grant shall be offered to the Department of Environment and Sustainability on MAY 14, 2022, Public School will issue a final report to the Department of Environment and Sustainability summarizing the metrics provided for in subsection 5.3 of this Section V. Forms provided by the Department of Environment and Sustainability shall be used for

these reports, and expense documentation standards shall be offered to Public School for financial reporting.

Public School shall also issue, upon request, any recommendations to the Department of Environment and Sustainability regarding the success of the Program and any recommended expansion of the Program. The report shall include all the quantitative information listed in subsection 5.3. of this Section V.

5.6 Standard of Performance. Public School and its subcontractors/service providers must perform all of its duties and responsibilities required of it under this Agreement with that degree of skill, care and diligence normally shown by Public School performing services of a scope and purpose and magnitude comparable with the nature of the duties to be provided under this Agreement. Public School must assure that all duties and responsibilities that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law.

5.7.3 Service Providers. Public School shall select and utilize qualified service providers to assist Public School in the successful completion of this Program. Should a service provider fail to provide services as required by Public School; Public School should undertake all necessary action to replace the selected service provider and assist any Program Participant assigned to such service provider.

5.8 Goal Setting. Public School shall work with the Department of Environment and Sustainability and the Foundation to develop any additional short-term metrics or goals for the Program to specific, if applicable.

5.9 Insurance. Public School must maintain at its own expense or cause to be provided, during the term of the Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

5.9.1 Workers Compensation and Employers Liability
Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

5.9.2 Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or services.

Public School must maintain limits of not less than \$1,000,000 with the same terms herein.

5.9.3 Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with duties and responsibilities to be performed, Public School must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

5.9.4 Crime

Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks.

5.9.5 Additional Requirements Public School must make available upon request to Cook County through the Department of Environment and Sustainability original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The failure of the County to obtain certificates or other insurance evidence from Public School is not a waiver by the County of any requirements for Public School to obtain and maintain the specified coverages. Public School must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Public School of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the County retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Public School must provide for 30 days prior written notice to be given to the County in non-renewed. the event coverage is substantially changed, canceled or

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Public School.

Public School hereby waives and agrees to require their subrogation against Public School, its employees, elected insurers to waive their rights of officials, agents or representatives.

The coverages and limits furnished by the Agency in no way limit Public School's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the County do not contribute with insurance provided by Public School under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Public School must require all subcontractors/services providers that utilized by the Partnership for this Program to provide the insurance herein, or Public School may provide the coverage for subcontractors/service providers. Subcontractors/service providers are subject to the same insurance requirements of Public School unless otherwise specified in this Agreement.

Notwithstanding the requirements above, the Public School's program of self-insurance shall be deemed acceptable and approved by the County.

5.10 Indemnification. Public School covenants and agrees to indemnify and hold harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Agreement by Public School, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of Public School.

5.11 Examination of Records and Audits. Public School agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Agreement, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of Public School related to the Agreement, or to Public School compliance with any term, condition or provision thereof. Public School shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Agreement.

In the event Public School receives payment under the Agreement, reimbursement for which is later disallowed by the County, Public School shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to Public School under any Agreement with the County.

VI. DUTIES AND RESPONSIBILITIES OF COOK COUNTY

6.1. Program Development. Cook County through the Department of Environment and Sustainability may work with Public School to establish or promote the Program.

6.2 Compensation. Cook County will provide \$5,000.00 in funding for the Program.

6.2.1 Schedule of Payment. Cook County will pay Public School upon receipt of the final report and all invoices.

6.3 Reports. The Department of Environment and Sustainability shall oversee Public School responsibilities and ensure that the reports required

under Section V are provided in accordance with the Agreement.

VII. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

7.1 Events of Default Defined. The following constitute events of default:

7.1.1 Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Public School to the County.

7.1.2 Public School material failure to perform any of its obligations under this Agreement including the following:

7.1.2(a) Failure due to a reason or circumstances within Public School' reasonable control to perform the responsibilities and duties as provided in Section V with sufficient personnel or with sufficient material to ensure performance.

7.1.2(b) Discontinuance of the services as provided for in Section V for reasons within Public School' reasonable control; and

7.1.2(c) Failure to comply with any other material term of this Agreement.

XIII. MISCELLANEOUS TERMS

8.1 Compliance with Laws. Public School shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of this Agreement/ Assurance of compliance with this requirement by Public School employees, agents or subcontractors shall be the responsibility of Public School.

8.2 Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

8.3 Force Majeure. Neither the County nor Public School shall be liable for failing to fulfill any obligation under this Agreement to the extent such failure is caused by an event beyond such party's reasonable control and which event is not caused by such party's fault or negligence. Such events shall include, but not be limited to, acts of God, acts of war or terrorism, fires, lightning, floods, epidemics, or riots.

8.4 No Joint Venture. This Agreement shall in no event be

construed in such a way that either the County or Public School constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The Parties shall not have the authority to enter into any Agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other Party in any manner, except as expressly provided herein.

8.5 No Third-Party Beneficiaries. This Agreement shall be binding upon Public School and the County to the benefit of Public School and the County. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor shall any act of the Parties be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

8.6 No Employment Benefits. Public School and its employees, agents and subcontractors are, for all purposes arising out of the Agreement shall not be considered employees of the County. It is expressly understood and agreed that neither Public School or Public School employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

8.7 No Personal Liability. The Parties agree that no member, official, employee or agent of either Party will be individually or personally liable to the other Party, its successors or assigns under any term or provision of this Agreement or because of his or her execution or attempted execution of this Agreement or in the event of any default or breach by such Party under this Agreement.

8.8 Governmental Immunity. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, in no event shall this Agreement be construed to have, waived any rights or defenses of governmental immunity that the County may have with respect to any matters arising out of this Agreement or performance hereunder.

8.9 Cooperation with Inspector General. Public School shall abide by all the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances).

8.10 Assignment. This Agreement, or any portion thereof, shall not be assigned by Public School, without the prior written consent of the County.

8.11 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

8.12 Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any party.

8.13 Severability. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court or any other governmental body, this Agreement shall be construed as not containing such provision and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

8.14 Survival. Any provisions of this Agreement that impose continuing obligations upon a party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination for so long as so intended.

8.15 Amendments. This Agreement may not be altered, modified or amended except by written instrument signed by the Parties hereto.

8.16 Authority. Each of the Parties hereto represents and warrants to the other party that it has the authority to enter into this Agreement and perform its responsibilities and obligations hereunder and that it has taken all actions, official or otherwise, necessary to approve the execution of this Agreement and to implement the terms of this Agreement as applicable to such party.

8.17 Conflict of Interest. No member of the County Board, department or agency of the County or Public School nor any official or employee of the County or Public School shall have any financial or ownership interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No representative of the County or Public School shall be personally liable for the performance of the County or Public School pursuant to the terms and conditions of this Agreement.

IX. NOTICES

All notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notices given as provided herein do not waive service of summons or process. Notices shall be served at the following addresses:

To the County:
Cook County Board President
Cook County Board of Commissioners
118 N. Clark Street, Room 537
Chicago, Illinois 60602
Attention: Deputy Chief of Staff to the President

With a copy to: Department of Environment and Sustainability Cook County Department of
Environment & Sustainability
Attention: Executive Director
69 West Washington Street, Suite 1900
Chicago, Illinois 60602

To Public School District:
Lincolnwood School District 74
Lincoln Hall Middle School
6950 N. East Prairie Rd., Lincolnwood, IL 60712

X. COUNTERPARTS

This Agreement shall be executed in several counterparts, each of which shall constitute an original instrument.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Interagency Agreement on the dates hereafter set forth below.

COOK COUNTY EXECUTION: The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Agreement:

_____ Dated: _____
Deborah Stone
Director
Cook County Department of Environment and Sustainability

Public School District: The undersigned, on behalf of the Public School District, School District, an Illinois public school district, hereby accepts the foregoing Agreement:

_____ Dated: _____
Public School District

Approved as to form:

_____ Dated: _____
Daniel Brennan
Assistant State's Attorney
Cook County State's Attorney's Office