

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this _____ day of _____, 2025, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village") and Oak Park Elementary School District No. 97, a school district organized under the Illinois School Code, 105 ILCS 5/1-1 *et seq.* (hereinafter referred to as "the District").

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

NOW, THEREFORE, it is agreed by and between the Parties, 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. **SERVICES TO BE RENDERED.** During the term of this Agreement, the Village shall be authorized to install Water Meter Data Collection Equipment (including, but not limited to Gateway, UPS, Antenna, etc.) on Oak Park Elementary School District 97 Buildings, as provided herein.

a. Prior to the installation of any such equipment, the village shall provide the District with 30 days notice so to effectuate a review and approval of the proposed work, a minimally disruptive installation process and to provide the District ample time to properly accommodate and track/monitor the request.

b. The necessary power supply for the equipment will be provided by the District. The Village shall be responsible for any backup power for the equipment in the unlikely event of a power outage. In the event that Water Meter Data Collection Equipment uses greater than fifty (50) watts per day, the Village shall be responsible for the costs associated with the District's power supply necessary to operate the Village's equipment. The costs shall be invoiced to the Village annually by the District and paid within 45 days of receipt. However, for any device that uses less than fifty (50) watts per day, the Village shall not be charged for such usage.

c. In the event any inspections to District property are required prior to installing the metering equipment, or any repairs or upgrades to the metering equipment be required, the District will grant the Village or its contractor reasonable access to perform the necessary inspection and work; provided however that requests to inspect or any repairs or upgrades are reviewed and pre-approved by the District at least 7 days in advance of any such repairs or upgrades being undertaken by the Village.

For the purposes of this Agreement, “the Village” shall mean either the Village of Oak Park, or a contractor authorized to perform such work for the Village. For the purposes of this agreement, “Oak Park Elementary School District 97 Buildings” shall include any facility or grounds of the District capable of hosting such equipment as mutually agreed by the parties, and shall from time-to-time be adjusted in furtherance of this agreement.

3. **AMENDMENTS AND MODIFICATIONS.** This Agreement may be modified or amended from time to time by the authorized representatives of the Village and the authorized representatives of the District, 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 the District.

4. **FORCE MAJEURE.** Neither party shall be liable to the other for the lost value of any property or any failure or delay in performing its obligations under this Agreement due to an event of Force Majeure (Act of God).

5. **MUTUAL INDEMNIFICATION.** Each party shall indemnify, defend and hold the other party harmless from liabilities, costs and expenses that such party may suffer, sustain or become subject to as a result of any misrepresentation of the indemnifying party contained herein or in the indemnifying party’s negligence in performance of its obligations under this agreement. This mutual indemnification provision shall apply to each party’s authorized officers, officials, volunteers, employees, and agents. Each party agrees that, in the event any claim is asserted or any action brought to recover any such damage, that party shall give immediate notice thereof in writing to the other party and shall cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action shall be performed and concluded by the other party. Each party agrees to notify the party in writing by delivery to the authorized agent within five business days and by telephone immediately after that party receives any such complaint or claim. The delivery of written notification shall include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

6. **INSURANCE.** The Village of Oak Park shall provide the District with a Certificate of Insurance, naming Oak Park Elementary School District 97 and its Board of Education as an additional insured party for this endeavor.

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 it 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. **TERM.** This Agreement shall be effective for a period of ten (10) years from its effective date defined herein.

11. **TERMINATION.** This Agreement may be terminated at any time by either party upon receipt of thirty (30) days written notice of the effective date of said termination from the terminating party pursuant to Section 12 below.

12. **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, facsimile or email 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 Section:

TO THE VILLAGE:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Email: villagemanager@oak-park.us

TO THE DISTRICT:

John Pahlman
Oak Park Elementary School District 97
260 W. Madison St.
Oak Park, IL 60302
Email: jpahlman@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 email shall be effective as of date and time of email 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 email 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.

13. **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.

14. **GOVERNING LAW AND VENUE.** The laws of the State of Illinois shall apply to the interpretation of this Agreement. Venue for any action taken, whether in law or in equity, to enforce the terms of this Agreement shall be in the Circuit Court of the Cook County, Illinois.

15. **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.

16. **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.

17. **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.

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 NO. 97**

By: Kevin J. Jackson
Its: Village Manager

By: Cheree Moore
Its: Board President

Date: _____, 2025

Date: _____, 2025

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By: Lonya Boose
Its: Board Secretary

Date: _____, 2025

Date: _____, 2025