

## **AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village") and Collaboration for Early Childhood Care and Education (hereinafter referred to as "Collaboration"), an Illinois not-for-profit corporation.

## **RECITALS**

**WHEREAS**, it has been determined by the corporate authorities of the Village and the Collaboration, respectively, that this Agreement would be beneficial to the public health, welfare and safety for the Collaboration to compensate the Village in the amount of \$10,000.00 to supplement the salary of the Village's Public Health Nurse position under the terms and conditions set forth herein.

**NOW, THEREFORE**, it is agreed by and between the Village and Collaboration, 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 will work with the Collaboration and home visiting partners to establish and implement a coordinated intake and referral system for families who may be eligible for home visiting services. The following are specific services provided under this Agreement:

- a. Facilitate the development of a coordinated intake screening tool with home visiting agencies and the Collaboration;

- b. Screen potential participants using the coordinated intake assessment tool and refer 100% of positive screens to most appropriate program with 48 hours. Ensure screen is received by provider;
- c. Refer 100 % of negative screens to the Collaboration's Parenting Resource Program Coordinator;
- d. Provide all screens of referred families to the Collaboration by the 15<sup>th</sup> of each month for data entry;
- e. Maintain knowledge of each home visiting agency's caseload capacity and service level. Ensure families with positive screens are referred to agency with available capacity so that no family is on a waiting list unless all programs are full; and
- f. Convene the Home Visiting Task Force monthly, facilitate meetings, take notes and share the records of the meetings and utilize the Home Visiting Task Force to ensure that all families eligible for home visiting services are offered the opportunity to participate in the programs through a strong referral relationship and processes with partner agencies.

3. **COMPENSATION.** For and in consideration of the foregoing services set forth in Section 2 above, the Collaboration shall compensate the Village in the amount of \$2,500.00 on a quarterly basis for as long as the Village has a Public Health Nurse performing the functions of the position. The Village shall issue the Collaboration a quarterly invoice, the invoice issued shall be paid by the Collaboration to the Village within thirty (30) days from the date of issuance. Any payment more than thirty (30) days past due shall be deemed delinquent, and shall accrue interest at the rate of 18%, compounded annually. The Collaboration agrees to pay reasonable attorneys'

fees and costs of collection, including litigation costs, should it fail to make any payment due pursuant to this Agreement or otherwise be in breach of this Agreement. A failure to pay an invoice on a timely basis pursuant to this Section shall subject this Agreement to automatic termination by the Village. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

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

5. **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.

6. **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.

7. **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.

8. **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 Street  
Oak Park, Illinois 60302  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

**TO THE COLLABORATION:**

Executive Director  
Collaboration for Early Childhood Care and  
Education  
123 Madison Street, Room 209  
Oak Park, Illinois 60302  
Email: [cnewberry@collab4kids.org](mailto:cnewberry@collab4kids.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.

9. **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.

10. **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 the

Collaboration to enforce the terms of this Agreement shall be in the Circuit Court of the Cook County, Illinois.

11. **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.

12. **EFFECTIVE DATE AND TERM.** 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. The Village shall provide the services set forth in this Agreement from the effective date and this Agreement shall continue to effective for as long as the Village has a Public Health Nurse performing the functions of the position. This Agreement is subject to termination by either party provided the terminating party provides thirty (30) days' notice to the other party pursuant to Section 8 above.

13. **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**

**COLLABORATION FOR EARLY CHILDHOOD  
CARE AND EDUCATION**

\_\_\_\_\_  
By: Cara Pavlicek  
Its: Village Manager

\_\_\_\_\_  
By: Amy McCormack  
Its: Board Chair

Date: \_\_\_\_\_, 2016

Date: \_\_\_\_\_, 2016

**ATTEST**

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\_\_\_\_\_  
By: Teresa Powell  
Its: Village Clerk

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2016

Date: \_\_\_\_\_, 2016