

**AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF OAK PARK AND OAK PARK ELEMENTARY SCHOOL DISTRICT 97
IN AN AMOUNT NOT TO EXCEED \$10,000.00**

THIS AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT DATED JUNE 7, 2017 between the Village of Oak Park ("Village"), an Illinois home rule municipal corporation, and Oak Park Elementary School District 97 ("District"), is entered into this ____ day of December, 2017 (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties entered into an Intergovernmental Agreement ("Agreement") dated June 7, 2017; and

WHEREAS, the Parties seek to amend Section 4 of the Agreement to reflect that the Village will share in the District's cost for e-rate consultant services separately procured by the District pursuant to this Amendment in an amount not to exceed amount of \$10,000.00.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.

2. **AMENDMENT TO AGREEMENT.** Section 4 of the Agreement is amended by adding the underlined language and deleting the overstricken language as follows:

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. In addition, the Village shall reimburse District 97 for District 97's cost for e-rate consultant services separately procured by District 97 pursuant to an invoice(s) provided by District 97 to the Village in an amount not to exceed \$10,000 payable within thirty (30) days of the Village's receipt of said invoice(s).

3. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.

4. **EFFECTIVE DATE.** This Amendment to the Agreement shall be deemed dated and become effective on the last date of its execution by one of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be signed by their duly authorized representatives on the dated 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