

## **INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of July, 2019, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village") and Oak Park Township, an Illinois Township pursuant to the Township Code, 60 ILCS 1/1-1 *et seq.* (hereinafter referred to as "Township").

### **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;

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

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

**WHEREAS**, it has been determined by the corporate authorities of the Parties that this Agreement regarding alcoholic liquors compliance checks in coordination with the Oak Park Township's Strategic Prevention Framework Project would be beneficial to the public health, welfare and safety of the Village pursuant to the terms and conditions set forth herein.

**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. **VILLAGE SERVICES.** The Village shall conduct at least two (2) alcoholic liquor compliance checks of certain Village liquor licensees at the selection of the Village. Any compliance checks above the initial two (2) checks shall be at the discretion of the Township based upon available funding. The Village shall conduct such checks pursuant to the following:

2.1. Notify the Township's Strategic Prevention Framework Project Coordinator at least two (2) weeks prior to an applicable compliance check date;

2.2. Provide the results of a compliance check to the Strategic Prevention Framework Project Coordinator for reporting to the Illinois Department of Human Services within two (2) weeks after the compliance check is completed, including:

- 2.2.1. Date(s) of performed compliance check;
- 2.2.2. Names of liquor licensees checked;
- 2.2.3. Status of checks (pass or fail); and
- 2.2.4. Number of citations or notice to appear issued;

2.3. Adhere to all of the SAPP Standards for the compliance checks, attached hereto and incorporated herein by reference;

2.4. Provide opportunities for responsible server training to liquor licensees; and

2.5. Develop and distribute press releases announcing results of compliance checks.

3. **TOWNSHIP SERVICES.** The Township agrees to perform the following under this Agreement:

3.1. Inform liquor licensees of their responsibility to not serve alcohol to minors within three (3) weeks prior to the initial compliance check;

3.2. Promote awareness of the policy/consequence of serving alcohol to minors; and

3.3. Recruit and coordinate training for underage youth volunteers.

4. **COMPENSATION AND BILLING.** For and in consideration of the foregoing services, the Village shall charge the Township for all Police Department overtime necessary to perform the Village's services under this Agreement at overtime rates and the Township shall pay for all youth volunteer stipends within thirty (30) days of an applicable compliance check. The Village shall issue the Township a monthly invoice for the amount due. 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 Township 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.

5. **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 Township, 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 Township.

6. **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.

7. **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.

8. **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.

9. **EFFECTIVE DATE AND TERM.** This Agreement shall take effect on July 1, 2019 and shall remain in effect through September 29, 2019.

10. **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 11 below.

11. **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  
Facsimile: 708-358-5101  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

**TO THE TOWNSHIP:**

Township Manager  
Oak Park Township  
105 South Oak Park Avenue  
Oak Park, Illinois 60302  
Facsimile: 708-383-8062  
Email: [gmorgan@oakparktownship.org](mailto:gmorgan@oakparktownship.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 facsimile or email shall be effective as of date and time of facsimile or 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 facsimile or 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.

12. **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.

13. **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.

14. **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.

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.

**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 TOWNSHIP**

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

\_\_\_\_\_  
By: Clarmarie Keenan  
Its: Supervisor

Date: \_\_\_\_\_, 2019

Date: \_\_\_\_\_, 2019

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Vicki Scaman  
Its: Village Clerk

\_\_\_\_\_  
By: Greg White  
Its: Township Clerk

Date: \_\_\_\_\_, 2019

Date: \_\_\_\_\_, 2019