

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this _____ day of October, 2019, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village") and Oak Park Elementary School District 97 (hereinafter referred to as "the District"), a public school 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

WHEREAS, it has been determined by the corporate authorities of the Parties that this Agreement would be beneficial to the public health, welfare and safety for the District to purchase fuel from the Village for the District motor vehicles/equipment under 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. **SERVICES TO BE RENDERED.** During the term of this Agreement, the Village will provide fuel from existing Village supplies at the request of the District for specific District vehicles. Fuel will be provided to the District at Village maintained fuel pumps located within the Village. The District will be issued necessary fueling access devices to access said fuel pumps. The Village reserves the right to limit the amount of fuel supplied or provided to the District at all times and the provision of fuel to the District pursuant to this Agreement shall be subject to availability.

3. **UNIT NUMBERS.** The District will notify the Village in writing of each vehicle or equipment it intends will use the Village's fuel pumps and the license plate numbers of said vehicles, if applicable. Fuel shall be provided for District vehicles/equipment with municipal ("M") plates and the Village will assign specific unit numbers and fueling access devices to the District.

4. **RATES.** For and in consideration of the foregoing services, the Village shall charge a rate for the supply of said fuel to be determined by the Village on a monthly basis. Said rate shall include the current monthly market rate the Village pays for said fuel on a per gallon basis, plus any applicable taxes, rounded upward to the next highest cent and a fee of \$0.21 (twenty one cents) per gallon based upon the Village's administrative and maintenance costs in supplying said fuel to the District ("Village Fee"). The Village Fee shall be subject to change on an annual basis from this Agreement's effective date defined herein based upon the Village's annual administrative and maintenance costs. The Village shall provide sixty (60) days written notice pursuant to Section 14 below of a change in the Village Fee.

5. **BILLING.** The Village shall issue the District a monthly invoice for the amount of fuel supplied to the District based upon the amount of fuel usage during each month pursuant to the address set forth in Section 14 below. The Village will notify the District of the amount of fuel usage per unit number in each invoice statement. Invoices issued by the Village shall be paid by the District within thirty (30) days from the date of issuance of an invoice. 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 District 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 or suspension of the provision of fuel by the Village pursuant to this Agreement.

6. **VEHICLE ADDITIONS AND SUBTRACTIONS.** The District shall notify the Village of any vehicles it wishes to add or subtract from the monthly billing statement. The District agrees to turn over to the Village any fueling access devices issued to it for any vehicles the District wishes to subtract from the system. The Village agrees to issue any necessary fueling access devices to the District that the District wishes to add to the system.

7. **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.

8. **RELEASE.** The District releases the Village from liability to persons or property resulting from, directly or indirectly, any use of fuel purchased from the Village.

9. **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.

10. **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.

11. **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.

12. **TERM.** This Agreement shall be effective for a period of five (5) years from its effective date defined herein.

13. **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 14 below.

14. **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

TO THE DISTRICT:

Jeanne Keane
Oak Park Elementary School District 97
260 W. Madison St.
Oak Park, IL 60302
Facsimile: (708) 524-3019
Email: jkeane@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 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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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 97**

By: Cara Pavlicek
Its: Village Manager

By: Keecia Broy
Its: Board President

Date: _____, 2019

Date: _____, 2019

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By: Sheryl Marinier
Its: Board Secretary

Date: _____, 2019

Date: _____, 2019