

INTERGOVERNMENTAL AGREEMENT

**BETWEEN
OREGON COMMUNITY UNIT DISTRICT #220
AND
OGLE COUNTY EDUCATION COOPERATIVE
RELATING TO PROFESSIONAL SERVICES**

THIS AGREEMENT entered into by and between the **Executive Board of The Ogle County Education Cooperative (OCEC)**, and the **Board of Education of Oregon Community Unit School District No. 220, Ogle County, Illinois (“OCUSD #220”)** (collectively, the “Parties” or individually a “Party”).

WITNESSETH

WHEREAS, OCEC and OCUSD #220 are “public agencies” as defined under Paragraph 2 of the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*) and as such, are authorized to enter into this Intergovernmental Agreement pursuant to that Act; and

WHEREAS, OCEC and OCUSD #220, in conjunction with their respective governmental and proprietary functions and authority, intend to utilize certain professional services and technology for the benefit of both entities; and

WHEREAS, OCEC recognizes that OCUSD #220, through its’ technology department, has the ability to provide the OCEC with services and assistance; and

WHEREAS, it is in the best interests of both OCEC and OCUSD #220 to enter into this Agreement; and

WHEREAS, this Agreement provides the framework for the collaboration between OCEC and OCUSD #220 and defines the role of OCUSD #220 in its support of OCEC.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **Recitals.** The Parties have relied upon the recitals first written above, and they are hereby incorporated into this Agreement by reference.
2. **Services.** It is the intention for both OCUSD #220 and OCEC to enter into a mutually beneficial agreement for professional technology services as set forth in this paragraph (“Services”). As such, OCUSD #220 shall assist OCEC with the design and evaluation of OCEC technology platforms, in the classroom and district offices. OCUSD #220 shall assist OCEC with budgetary review and evaluation of OCEC’s technology budget. OCUSD #220 shall support OCEC’s employees and day to day technology operations in support of OCECs’ mission. OCUSD #220 shall oversee and provide support for all OCEC technology-related workflow by OCEC staff.

OCUSD #220 may also assist in other technology and budgetary areas, such as Buildings and Grounds, and any other department(s), when time allows. This assistance may be discontinued at any time when the OCUSD #220' technology department's specific tasks do not allow for time or resources to be spent on these items.

3. **Staffing Levels and Employee Management.** At the time of this Agreement OCEC had two (1.8FTE) technician on staff, and as part of the Services, OCUSD #220 technology team may/or will recommend how to adjust, dismiss, and/or correct the size of the OCEC technology team. In the event, that the technology environment changes significantly, OCEC may need to hire the appropriate staff member(s) to maintain the changed environment. Any and all changes to staffing must first be reviewed and authorized by the OCEC Director and/or his/her designee. The Parties further acknowledge that nothing in this Agreement affects the employment status of any employee involved in the provision of Services pursuant to this Agreement. As such, OCUSD #220 shall remain the employer of its employees and OCEC shall remain the employer of its employees and all management, control, discipline, compensation and provision of benefits shall be in the sole control and remain the sole responsibility of the respective employer. In addition, all personnel rules applicable to OCUSD #220 employees shall continue to apply to such employees while performing Services under this Agreement. Both Parties agree to comply with applicable laws and regulations.

4. **Cost of Services.** The cost for the provision of Services set forth in paragraph 2 above shall be forty thousand dollars (\$40,000.00) for the first year of this agreement. Each Spring the cost of service will be reviewed and adjusted by mutual agreement. Any operational costs for OCUSD #220 professional services are included. OCUSD #220 will not engage outside vendors in its provision of the Services set forth in paragraph 2 above without OCEC's prior authorization. Any operational costs for such outside vendors will be billed directly to OCEC from that vendor so used or contracted. OCUSD #220 employees' travel costs will be billed directly to OCEC by OCUSD #220, as needed. Any hardware, software and/or licensing costs required in the provision of the Services set forth in paragraph 2 above will be the sole responsibility of OCEC.

5. **Payment.** OCEC agrees to pay OCUSD #220 the Cost of Services set forth in paragraph 4 above in ten (10) equal monthly installments of four thousand dollars (\$4,000.00) beginning in August, 2018, or the remaining balance divided by the remaining fiscal year months, such that the total of \$40,000.00 will be completely paid during the 2018-2019 fiscal year. For fiscal years following 2018-2019, the Parties agree that the Cost of Services (and the monthly Payment amount) may need to be reviewed and/or adjusted in the best interests of both OCEC and OCUSD #220, as mutually agreed upon, and at the time of renew/extension. Any modification in the Cost of Services and/or monthly Payment amount shall be made in the form of a written amendment and attached to this Agreement.

6. **Indemnification.** OCEC shall indemnify and hold harmless OCUSD #220, its employees, agents and elected officials, from and against any and all claims, demands, costs, damages, losses, liabilities, joint and/or several, expenses of any nature (including reasonable attorney's, accountant's and expert's fees and disbursements), and judgments, fines, settlements and other amounts ("Damages") arising from any and all civil, criminal, administrative or investigative claims, demands, actions, suits or proceedings ("Claims") relating to, or arising out of, any failure

of OCUSD #220 to observe or perform the terms and provisions of this Agreement, or any claim of any third party, except to the extent, if any, that any such Damages or Claims result from the negligent acts, errors or omissions, or willful misconduct, of the OCUSD #220 employees performing any work.

7. **Insurance.** OCEC and OCUSD #220 shall carry the appropriate insurance, as required by law and in accordance with their Board policies to cover the Services and terms set forth in this Agreement.

8. **Term and Termination.** This Agreement shall become effective upon execution by both Parties, and will remain in effect until terminated. This Agreement will automatically renew/extend on yearly basis (fiscal year). OCEC is required to provide OCUSD #220 ninety (90) days' notice to terminate this Agreement. Notice to terminate, must be sent, in writing/email, to the following OCUSD #220 staff:

Superintendent
Director of Technology
Network Administrator

This Agreement may also be terminated or cancelled without penalty in the event that funding, upon which the Parties are dependent, fails to be appropriated or otherwise made available.

9. **Notice.** All notices required herein shall be sent to the Parties as listed below:

To OCEC: Ogle County Education Cooperative
417 N. Colfax St. P.O Box 582
Byron, IL 61010

To OCUSD #220: Oregon CUSD No. 220
206 S. 10th Street
Oregon, IL 61061

10. **Miscellaneous.**

a. Contractual Capacity. The Parties agree that each signatory hereto has entered into this Agreement voluntarily and knowingly and with the full and complete authority and contractual capacity to do so.

b. Effect of Agreement. This Agreement shall inure to the benefit of and bind OCEC and OCUSD #220, as well as each of their assigns and successors.

c. Complete Understanding. This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties.

d. Amendments. No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by each of them.

e. Severability Clause. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining provisions shall remain in full force and effect, provided the Parties' initial intent can still be effectuated by the remaining terms.

f. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties hereto, and nothing in this Agreement, specifically including, but not limited to, the compensation and benefits referenced in Section 4, is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement or to acknowledge, establish, or impose any legal duty toward any third party. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the OCEC, its Board, or any of its Board members, employees, agents, representatives, successors, or assigns or against OCUSD #220, its Board, or any of its Board members, employees, agents, representatives, successors, or assigns.

g. Applicable Law. This Agreement shall be governed by the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Illinois 15th Judicial Circuit Court.

h. Effective Date of Agreement. This Agreement shall become effective as of the date both Parties have signed.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the undersigned entities have caused this Agreement to be duly executed on the date set forth hereinafter.

**Board of Education of Oregon
Community Unit School District #220**

By: _____
Its President

Date: _____

Attest:

By: _____
Its _____

Ogle County Education Cooperative

By: _____
Its President

Date: _____

Attest:

By: _____
Its _____