Item #6C:

Village President Rodriguez

Proposed Amendment To Intergovernmental Agreement Aggregation

04/03/13

Work Contract
Between
VILLAGE OF VERNON HILLS, ILLINOIS
and
ILLINOIS COMMUNITY CHOICE AGGREGATION NETWORK (ICCAN)

1. Purpose

This constitutes the Independent CONTRACTOR Professional Services Contract (herein, the Contract) between the VILLAGE of VERNON HILLS (herein VILLAGE) and ILLINOIS COMMUNITY CHOICE AGGREGATION NETWORK(ICCAN) (herein CONTRACTOR). The VILLAGE is operating on behalf of the communities of Arlington Heights, Buffalo Grove, Lincolnshire Long Grove, Palatine, Vernon Hills and Wheeling ("CONSORTIUM"). The CONSORTIUM communities operate opt-out electricity aggregation programs ("Program") pursuant to the requirements of Section 1-92 of the Illinois Power Agency Act (20 ILCS 3855/1-92).

2. Duties of the CONTRACTOR

During the period of this Agreement, the CONTRACTOR shall have the full and complete obligation and responsibility for the performance of the duties and/or work performed to complete the Project Goals. CONTRACTOR shall be obligated to the VILLAGE for the performance of all such duties and/or work. Within the limitations herein provided, the CONTRACTOR will render such services of an advisory nature as may be requested from time to time by the VILLAGE.

A. Municipal Aggregation: Project Goals&Milestones and Deliverables
   1. Assist VILLAGE with the development and implementation of a Municipal Aggregation plan;
   2. Secure competitive pricing from the CONSORTIUM's incumbent supplier;
   3. Assist VILLAGE with CCA education and outreach activities

B. Attachments
   1. Attachment A shall include a detailed discussion of scope of work;
   2. Attachment B shall include the requirements of the VILLAGE and CONSORTIUM;
   3. Attachment C shall include activities not included in the scope of work

3. Period of Performance, Level of Support, and Reporting

This Contract period of performance begins upon execution and ends two years after that date of execution. Hourly billable support is not to exceed the following levels:

A. Municipal Aggregation:
   1. Hourly rates – Not to Exceed $250 per hour of billable time allocated to the project.
   2. Total Contract Engagement - Not to Exceed $5,000 for any single year covered by the contract.

B. Specialized Services:CONSORTIUM communities may engage ICCAN staff for special projects that fall outside of the municipal aggregation scope of work at the following rates.
   1. Hourly rates – Not to Exceed $250 per hour of billable time allocated to the project.
   2. Total Contract Engagement - Not to Exceed estimates provided prior to undertaking individual technical evaluation assignments.

4. Compensation and Payment

The CONTRACTOR will be compensated in full for work completed under this contract that does not exceed the maximum billable volumes identified in Section 3A and 3B above.

1. Municipal Aggregation: The CONTRACTOR shall be paid in full upon complete award of the procurement contract by the supplier. The award is considered complete when an electricity vendor is selected, and a fixed price has been agreed to through a written contract. This is compensation for the performance of all activities necessary for, or incidental to, this Contract Statement of Work. The CCA electricity vendor or the VILLAGE shall pay such invoices by check or bank transfer within thirty (30) days of VILLAGE receipt of CONTRACTOR invoice.

2. Specialized Services: The CONTRACTOR shall be paid in full upon completion of technical evaluations conducted at the direction and request of the VILLAGE. The VILLAGE shall pay such invoices by check or bank transfer within thirty (30) days of VILLAGE receipt of CONTRACTOR invoice

5. Project Closure

Project closure shall occur after signing the final electricity supplier pricing period approval. Project closure shall constitute as a release of CONSULTANT and all subcontractors by VILLAGE for any and all claims against and liability of CONTRACTOR, its employees, agents, representatives, subcontractors and assigns might otherwise have or assert arising out of the performance of the Work under this Agreement. VILLAGE's release of payment shall constitute an implicit approval of CONTRACTOR's work product.

6. CONTRACTOR Services

CONTRACTOR agrees to use all reasonable efforts to perform (or cause to be performed by outside CONTRACTORS) the Project described above and to provide VILLAGE with the deliverables. VILLAGE accepts the CONTRACTOR deliverables "as is" with no other warranties or conditions of any kind. In addition, VILLAGE understands that success of CONTRACTOR deliverables will require its timely support in response to CONTRACTOR request for information or assistance.

7. Relationship of the Parties

The parties agree that the relationship between them created by this Agreement is that of owner-independent CONTRACTOR, and does not constitute a hiring by either party. CONTRACTOR is not an employee or agent of VILLAGE for any purpose.

8. Insurance

CONTRACTOR shall provide their own liability and worker's compensation insurance, and provide a certificate of insurance to VILLAGE.

9. Contract Management Communications

The following shall be the contract managers for each of the parties regarding all compensation and billings related to the performance of this Contract.

Name:	Name: Mark Pruitt
Address:	Address: 10 West 35th Street, 16th Floor Chicago, Illinois 60616 219-921-3828
E-Mail:	E-Mail:markjpruitt@gmail.com

10. Professional Responsibility

Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the CONTRACTOR in accordance with his independent and professional judgment. The CONTRACTOR shall perform his services substantially in accordance with generally accepted practices and principles of his trade. This Agreement shall be subject to the rules and regulations of any and all organizations and associations to which the CONTRACTOR may from time to time belong and to the laws and regulations governing the practice of the CONTRACTOR's trade in this State.

11. Termination

This Contract may be terminated with 30 days' notice, by either party, by written notice by one party to the other. In either case, CONTRACTOR shall be paid for all costs through termination date provided those costs do not exceed the not to exceed the contract amounts set forth in Sections 3A and 3B above. All compensation and/or expense reimbursement will be paid through the effective Termination Date.

12. Compliance with Applicable Law

Both parties shall comply with all federal, state, and local laws and regulations applicable to all work performed under this Contract. This Contract shall be governed and construed in accordance with the laws of the State of Illinois.

13. Indemnification

CONTRACTOR shall indemnify, defend and hold VILLAGE harmless from any charge, fine, penalty, judgment arising out of CONTRACTOR's performance under this Contract. VILLAGE also agrees to indemnify, defend and hold CONTRACTOR and CONTRACTOR's subcontractors harmless from and against all damages, costs and fees arising from VILLAGE use of the deliverables.

14. Entire Agreement

This Contract represents all the terms and conditions agreed upon by the parties and may only be amended in a duly executed writing. No other representations or understandings, oral or otherwise, regarding this Contract shall be deemed to exist or to bind any of the parties hereto.

15. Notice

Any notice required to be given hereunder shall be deemed given on the third (3rd) business day following mailing of any such notice, postage paid, to the address set out herein above.

16. Income Tax Designation

In the event that the Internal Revenue Service should determine that the CONTRACTOR is, according to I.R.S. guidelines, an employee subject to withholding and social security contributions, the CONTRACTOR shall acknowledge, as the CONTRACTOR acknowledges herein, that all payments to the

CONTRACTOR are gross payments, and the CONTRACTOR is responsible for all income taxes and social security payments thereon.

17. Binding Arbitration

Any controversy or claim arising out of or relating to this Agreement, or any alleged breach thereof, will be settled by binding arbitration utilizing an arbitration services agreed to by the parties. In no event will the arbitration of any controversy or the settlement thereof delay the performance of this Agreement. Arbitration hearings will be held in the County of Cook, Illinois. The Arbitration fee shall be borne by the losing party.

18. Obligation of Confidentiality

In performing consulting services under this Agreement, CONTRACTOR may be exposed to and will be required to use certain "Confidential Information" belonging to the VILLAGE or VILLAGE residents. CONTRACTOR agrees that CONTRACTOR employees, agents or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the VILLAGE; or disclose such Confidential Information without the written authorization of the VILLAGE, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information. In no event shall CONTRACTOR engage in any activity that would result in any entity or organization acquiring any rights to the results of work performed by or for the VILLAGE.

19. Approval

This Contract shall be subject to the written approval of the VILLAGE authorized representative and shall not be binding until so approved. The Work Contract may only be altered, amended or waived by a written amendment executed by both parties.

This Work Contract is executed by the persons signing below.

CONTRACTOR	VILLAGE
ILLINOIS COMMUNITY CHOICE AGGREGATION NETWORK (ICCAN)	VILLAGE OF VERNON HILLS
Mark J. Pruitt	
Signature: _____	_____
Date: _____	_____

ATTACHMENT A: Detailed discussion of scope of work

1. **Planning**. Identify key issues, questions, and policy positions required to establish a cohesive plan of action to establish the aggregation.
   a. Aggregation Plan:
      - Provide recommendations to changes in the CONSORTIUM communities' Plans of Operation and Governance to reflect current legislative and market requirements.

   b. Public Education:
      - Provide draft outreach materials (newsletter articles, water bill inserts, etc.) as needed
      - Be available to speak to resident groups.
      - Participate in Public Hearings as necessary.

2. **Program Pricing.** Negotiate fair and market-consistent pricing offers from the CONSORTIUM's incumbent supplier. In the event an agreement cannot be made with the incumbent supplier, then CONTRACTOR will provide Vendor Selection services. The

3. **Vendor Selection (please note, Vendor Selection services are not anticipated for inclusion in the not-to-exceed pricing conveyed in section 3A)**. Develop solicitation documents and assist in the scoring and selection of a supplier for the municipal aggregation.
   a. Primary documents: Prepare RFP to be distributed to electric suppliers
   b. Calendar: Develop schedule for distribution, receipt, and review of RFPs
   c. Vendor outreach: Contact available suppliers. Present RFP.
   d. Scoring and negotiation: Summarize RFP results, present to CONSORTIUM, help choose supplier.
   e. Coordinate implementation
      - Work with CONSORTIUM to review Opt Out letter.
      - Provide insight to help increase readership of Opt Out letter.
      - Manage data flow from supplier to ComEd and the VILLAGE.
      - Ensure data in transferred and maintained in standard required formats.
      - Inform CONSORTIUM of periods when they can expect calls from residents.
      - Train staff how to handle calls and how to transfer calls to Project Team call center. Project Team will handle demanding residents.
      - Work with supplier/ComEd to manage "missing" residents who did not receive Opt-Out letters.
      - Be available to handle any unusual circumstances through our customer support area.

4. **Management.** Assist in monitoring contract compliance and expansion of the aggregation's value.
   a. Contract compliance. Monitor pricing applied to VILLAGE resident's bills. Review any proposed changes to pricing to ensure that resident's questions can be anticipated and answered.
   b. Savings reporting: Provide a quarterly report to the VILLAGE reporting the benefits realized through the aggregation offering.
   c. Program expansion: Propose and review proposals for energy efficiency, demand response, and other potential enhancements to the aggregation program.

OPTIONAL

ATTACHMENT B: Requirements of the VILLAGE

The VILLAGE and CONSORTIUM communities does not cannot assign additional work duties to existing staff or new staff to support aggregation activities

ATTACHMENT C: Activities not included in the scope of work

Subject to change by amendment to this CONTRACT, the follow scope of services will not be included in the CONTRACTOR'S scope of work:

1. Media Purchasing. The CONTRACTOR will not be responsible for purchasing or procuring media resources (i.e. radio, television, billboards, placards, newspaper, periodicals, etc.). The CONTRACTOR will draft and edit media content on behalf of the municipality that is then distributed through media outlets at the cost of the electricity supplier.

2. Direct Mail. The CONTRACTOR will not be responsible for purchasing or procuring mass mailing resources. The CONTRACTOR will draft and edit direct mail content on behalf of the municipality that is then distributed through mass mailing at the cost of the electricity supplier.

3. Utility Bill Processing. The CONTRACTOR will not be responsible for issuing or processing utility bills.

4. Website Development. The CONTRACTOR will not be responsible for developing or maintaining websites or portals on behalf of the VILLAGE. The CONTRACTOR will draft and edit content on behalf of the municipality that is posted on the VILLAGE websites and/or those websites and portals developed and supported by the electricity supplier.

VILLAGE OF LONG GROVE

RESOLUTION NO. 2012-R-04

A RESOLUTION APPROVING AN INTERGOVERNMENT AGREEMENT BETWEEN AND AMONG THE VILLAGE OF ARLINGTON HEIGHTS, VILLAGE OF BUFFALO GROVE, VILLAGE OF LINCOLNSHIRE, VILLAGE OF LONG GROVE, VILLAGE OF PALATINE, VILLAGE OF VERNON HILLS AND VILLAGE OF WHEELING CONCERNING ELECTRIC AGGREGATION

WHEREAS, the Village of Long Grove ("***Village***") is an Illinois municipal corporation; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to 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" as well as to use their revenues, credit and other resources for intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, also authorizes the joint use and enjoyment of the powers, privileges, functions, and authority of local governments; and

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 ("***Act***"), permits the corporate authorities of the Village, if authorized by referendum, to adopt an ordinance creating a program to allow the Village to solicit bids and enter into service agreements for the sale and purchase of electricity and related services and equipment to residential and small commercial customers in the Village who do not chose to opt-out ("***Electricity Aggregation Program***"); and

WHEREAS, the Act authorizes municipalities to jointly operate an Electricity Aggregation Program; and

WHEREAS, the Village of Long Grove and Villages of Arlington Heights, Lincolnshire, Buffalo Grove, Palatine, Vernon Hills, and Wheeling share a common interest in pursuing an Electricity Aggregation Program and pursuing joint action and intergovernmental cooperation for

a joint power supply bid and have prepared an intergovernmental agreement to facilitate these joint efforts (the "***Agreement***"); and

WHEREAS, the President and Village Board have determined that it is in the best interests of the Village and its residents to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

SECTION ONE: Recitals. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth.

SECTION TWO: Approval of Agreement. The Agreement shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by Village Counsel.

SECTION THREE: Execution. The Village Manager and the Village Clerk shall be, and are hereby, authorized and directed to execute and attest, on behalf of the Village, the Agreement and all necessary documentation related thereto.

SECTION FOUR: Effective Date. This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the Village Board.

PASSED THIS 14TH DAY OF FEBRUARY, 2012.

AYES: (5) Trustees Barry, Schmitt, Underwood, Wachs and Weber

NAYS: (0) None

ABSENT: (1) Trustee Marshall

APPROVED THIS 14TH DAY OF FEBRUARY, 2012.

_____
Village President, Maria Rodriguez

ATTEST:

_____
Village Clerk, Karen Schultheis

EXHIBIT A

Agreement

INTERGOVERNMENTAL AGREEMENT
BY, BETWEEN AND AMONG THE VILLAGE OF ARLINGTON HEIGHTS, VILLAGE OF BUFFALO GROVE, VILLAGE OF LINCOLNSHIRE, VILLAGE OF LONG GROVE, VILLAGE OF PALATINE, VILLAGE OF VERNON HILLS AND VILLAGE OF WHEELING CONCERNING ELECTRIC AGGREGATION

THIS INTERGOVERNMENTAL AGREEMENT (***"Agreement"***) is made and entered into as of the 14th day of February, 2012, by, between, and among the **VILLAGE OF ARLINGTON HEIGHTS,** an Illinois municipal corporation (***"Arlington Heights"***), **THE VILLAGE OF BUFFALO GROVE,** an Illinois home rule municipal corporation (***"Buffalo Grove"***), **THE VILLAGE OF LINCOLNSHIRE**, an Illinois municipal corporation (***"Lincolnshire"***), **THE VILLAGE OF LONG GROVE**, an Illinois municipal corporation (***"Long Grove"***), the **VILLAGE OF PALATINE**, an Illinois municipal corporation (***"Palatine"***), the **VILLAGE OF VERNON HILLS**, an Illinois municipal corporation (***"Vernon Hills"***), and the **VILLAGE OF WHEELING** an Illinois municipal corporation, (***"Wheeling")***, (collectively, the ***"Parties"***).

WITNESSETH:

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 (***"Act"***), authorizes the corporate authorities of a municipality to establish a program to aggregate electrical loads of residential and small commercial retail customers and to solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services and equipment for those electrical loads (***"Electric Aggregation Program"***); and

WHEREAS, pursuant to the Act, municipalities may, if authorized by referendum, operate an Electric Aggregation Program as an "opt-out" program that applies to all residential and small commercial retail electrical customers who do not affirmatively choose not to participate; and

WHEREAS, the Act authorizes municipalities to jointly operate an Electric Aggregation Program and does not prohibit municipalities from entering into an intergovernmental agreement to aggregate electric loads for those programs; and

WHEREAS, on March 20, 2012, Arlington Heights, Buffalo Grove, Lincolnshire, Long Grove, Palatine, Vernon Hills and Wheeling seek to establish by referendum "opt-out" Electric Aggregation Programs pursuant to the Act; and

WHEREAS, although each Party will operate a separate Electric Aggregation Program for its residents, the Parties have individually and collectively determined that combining the bidding and contracting process to obtain the supply of electric power for their Electric Aggregation Programs could provide potential savings through a joint project bid (***"Joint Power Supply Bid"***); and

WHEREAS, the Parties desire to establish an Intergovernmental Agreement by, between, and among Arlington Heights, Buffalo Grove, Lincolnshire, Long Grove, Palatine, Vernon Hills and Wheeling to facilitate joint action and intergovernmental cooperation for the Joint Power Supply Bid; and

WHEREAS, to achieve these and other related objectives, the Parties desire to continue to utilize the powers and authority granted to them, individually and collectively, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 1-92 of the Act, 20 ILCS 3855/1-92; and

WHEREAS, after full consideration of all planning, fiscal, and other intergovernmental issues affecting this matter, each of the Parties has determined that it is in the best interests of its citizens and of the general public welfare that this Agreement be executed and implemented by the Parties; and

WHEREAS, the Parties have agreed to participate equally in paying for the hiring of a consultant and the Joint Power Supply Bid; and

WHEREAS, the Parties have each approved this Agreement by an ordinance or resolution duly adopted by the Party's corporate authorities; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and pursuant to all applicable statutes and local ordinances, specifically including, but without limitation, Article VII, Section 10 of the Illinois Constitution of 1970; the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 1-92 of the Act, 20 ILCS 3855/1-92, the Parties do hereby agree as follows:

SECTION 1. RECITALS.

The foregoing recitals are, by this reference, incorporated into and made a part of this Agreement.

SECTION 2. PURPOSE.

This Agreement is made for the purpose of establishing all of the authority, powers, and resources necessary and convenient to allow the Parties to jointly and efficiently address common bidding and contracting for the Joint Power Supply Bid. This Agreement is further intended to allow the Parties to jointly seek available local, state, and federal funds and other resources, if available, to assist in addressing the Joint Power Supply Bid identified by the Parties as necessary, and being appropriate for, the joint action of the Parties.

SECTION 3. TERM; OTHER PARTIES.

A. **Effective Date**. This Agreement shall take effect as of the date stated in the first paragraph of this Agreement. .

B. **Term**. The term of this Agreement shall be one (1) year from the effective date of this Agreement (the ***"Initial Term"***). Unless this Agreement is terminated as set forth in Section 6 herein, the Agreement shall automatically renew for another one (1) year period (the ***"Subsequent Term"***). At the end of any Subsequent Term, the Agreement shall continue to automatically renew for an additional one year period, unless terminated as set forth in Section 6 herein.

C. **Governance**. The Agreement shall be managed, and the duties under this Agreement performed, by the respective chief administrative officers of each Party, or their respective duly authorized representatives or designees (***"Party Representative"***). Each Party Representative shall operate and act with respect to Agreement affairs and actions only pursuant to action duly authorized by the Party Representative's corporate authorities. Buffalo Grove as Official Coordinator of this Agreement is authorized to take such actions as are necessary to effectuate the purpose of this Agreement.

SECTION 4. GENERAL COOPERATION.

A. **Cooperation**. The Parties acknowledge and agree to cooperate with each other in furtherance of the purposes, goals, and objectives of the Agreement. Cooperation required by this Agreement specifically includes, but is not limited to, the sharing and joint utilization by and among the Parties of information and other materials possessed or developed by the Parties, either individually or collectively, and necessary to investigate, identify, and otherwise document the Joint Power Supply Bid.

B. **Independent Operation**. Notwithstanding the provisions of Section 4.A of this Agreement, the Parties acknowledge and agree that the Parties are operating separate Electric Aggregation Programs for each community pursuant to their own plans of governance, and that the Joint Power Supply Bid does not create any responsibility or obligation for any Party to administer or operate any aspect of the Electric Aggregation Program of any other Party.

SECTION 5. CONTRACTING PROCESS; PAYMENTS AND EXPENSES.

A. **Official Coordinator**. For the Initial Term of this Agreement Arlington Heights, Lincolnshire, Long Grove, Palatine, Vernon Hills and Wheeling shall prepare and submit contract documents and bid specifications for their portions of the Joint Power Supply Bid to Buffalo Grove, who will serve as the Official Coordinator to bid the Joint Power Supply Bid.

B. **Procedure for Developing Request for Proposals**. At such time as the Parties desire to solicit competitive sealed bids (***"Sealed Bids"***) from contractors for the Joint Power Supply Bid, the Parties shall agree to follow the following process:

i. The Parties shall meet and confer and agree upon a set of technical specifications and requirements (***"Technical Requirements"***) and bidding and contract documents (***"Contract Package"***) for the Joint Power Supply Bid. The contract documents shall include a contract to be executed by and between the contractor and each Party for the provision of electrical power to that Party pursuant to the Joint Power Supply Bid (***"Power Supply Agreement"***).

The Contract Package shall, without limitation, require bidders to submit pricing to supply electric power to all Parties jointly, provided that the bidder's pricing structure must allow a Party or Parties to proceed with the Joint Power Supply Bid at the joint price, or a substantially similar price.

ii. All Parties shall have an adequate opportunity to review and comment on the Technical Requirements and Contract Package, and shall provide such comments to the Official Coordinator. Revised drafts of the Technical Requirements and Contract Package shall be prepared and reviewed by the Parties until such time as the Parties have approved these documents.

iii. When all Parties are satisfied with the Technical Requirements and Contract Package, the Official Coordinator may issue these documents to prospective

contractors or suppliers to solicit Sealed Bids, and shall establish a deadline for the submission of Sealed Bids.

iv. During the time following the issuance of the Technical Requirements and Contract Package, and prior to the deadline for submission of Sealed Bids, the Official Coordinator shall issue such addenda to the prospective contractors as may be necessary to respond to the inquiries of such prospective contractors or to clarify the Technical Requirements and Contract Package. The Official Coordinator shall consult with the other Parties prior to issuing any such addenda. The Parties shall refer any inquiries or issues received or identified regarding the Technical Requirements and Contract Package to the Official Coordinator for possible inclusion in such an addendum.

v. Following receipt of the Sealed Bids, the Official Coordinator shall provide copies of the Sealed Bids to each of the Parties. The Party Representatives shall examine and review the Sealed Bids and shall confer to discuss the Sealed Bids and to recommend to the Parties which contractor shall be selected.

vi. The village managers or designee of each Party is hereby authorized to accept the lowest and most responsible bid after opening of the Sealed Bids.

vii. For each Party that is going to move forward with the Power Supply Agreement, the corporate authorities or authorized designee of that Party must approve the award of the Power Supply Agreement.

C. **Administration by the Parties**. After the completion of the Joint Power Supply Bid and the award by each Party of its own Power Supply Agreement with the contractor, each Party shall be responsible to manage its own Power Supply Agreement and Electric Aggregation Program.

D. **Expenses**. Except as set forth in Section 5.E. herein, the Parties acknowledge and agree to use their respective staffs and resources, at no cost to the other Parties.

E. **Costs of this Agreement**. The Parties agree to participate equally in paying for the Electric Aggregation Program which include costs associated with (i) Consultant's costs; (ii) the preparation of solicitation for bids for the Joint Power Supply Bid; (iii) legal services to be provided by Raysa & Zimmermann, LLC which shall not exceed $7,000.00; and (iv) other actions deemed necessary to effectuate the purpose of this Agreement. Each Party shall receive a detailed invoice identifying the service provided and date of service. Each Party shall remit payment within thirty (30) days of the receipt of an invoice. Each Party shall budget and appropriate sufficient funds to pay its respective share of said costs. A terminating Party shall remain liable and responsible for paying their share of costs incurred prior to termination. If a Party's referendum fails to pass said Party shall remain liable and responsible for paying their share of costs incurred prior to the referendum.

SECTION 6. WITHDRAWAL; TERMINATION.

A. **Right to Withdraw**. Any Party may withdraw from this Agreement prior to going out to bid on the Joint Power Supply Bid in the Initial Term or any Subsequent Term, provided that the withdrawing Party must provide notice in writing to the other Parties of its withdrawal no later than 7 days before issuance of the bid.

B. **Dissolution and Termination.** This Agreement shall be dissolved and terminated (i) upon the written agreement of all the Parties hereto; or (ii) upon the event of only one Party remaining as a party to this Agreement.

SECTION 7. GENERAL PROVISIONS.

A. **Notices**. All notices and other materials shall be delivered to the Official Coordinator. All notices required to be delivered to any Parties pursuant to this Agreement shall be in writing and shall be deemed delivered to the Party when delivered in person or by express mail or messenger, via facsimile, or three (3) days after deposit thereof in any main or branch United States Post Office, properly addressed to the Party's principal office and to the attention of the Party's chief administrative official. All notices related to the Technical Requirements of the Joint Power Supply Bid may be coordinated by the Official Coordinator and the Party Representatives by electronic mail or other means of communication, as appropriate.

Notices and communications to each Party shall be addressed to, and delivered at, the following addresses:

Arlington Heights:	Village of Arlington Hts. 33 S. Arlington Heights Rd. Arlington Heights, IL 60005 Attn: Village Manager	With a copy to:	Robin Ward Assistant Village Attorney Village of Arlington Heights 33 S. Arlington Heights Road Arlington Heights, IL 60005
Buffalo Grove:	Village of Buffalo Grove 50 Raupp Boulevard Buffalo Grove, IL 60089 Attn: Village Administrator	With a copy to:	William Raysa Raysa & Zimmermann, LLC 22 South Washington Av. Park Ridge, IL 60068
Lincolnshire:	Village of Lincolnshire One Olde Half Day Road Lincolnshire, IL 60069 Attn: Village Manager	With a copy to:	Adam Simon Ancel Glink 175 East Hawthorn Parkway Suite 145 Vernon Hills, IL 60061
Long Grove:	Village of Long Grove 3119 RFD Long Grove, IL 60047 Attn: Village Manager	With a copy to:	Victor P. Filippini, Jr. Holland & Knight 131 S. Dearborn Street, 30th Floor Chicago IL 60603

Palatine:	Village of Palatine 200 East Wood Street Palatine, IL 60067 Attn: Village Manager	With a copy to:	Robert Kenny Schain, Burney, Banks & Kenny, Ltd. Three First National Plaza 70 W. Madison Street, Suite 4500 Chicago, IL 60602
Vernon Hills:	Village of Vernon Hills 290 Evergreen Drive Vernon Hills, IL 60061 Attn: Village Manager	With a copy to:	Robert Kenny Schain, Burney, Banks & Kenny, Ltd. Three First National Plaza 70 W. Madison Street, Suite 4500 Chicago, IL 60602
Wheeling:	Village of Wheeling 2 Community Blvd. Wheeling, IL 60090 Attn: Village Manager	With a copy to:	James Ferolo Klein, Thorpe & Jenkins, Ltd. 20 N. Wacker Drive Suite 1660 Chicago, IL 60606

B. **Entire Agreement.** There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or upon which any of the Parties is relying in entering into this Agreement. This Agreement, and all covenants and provisions herein contained shall bind and inure to the benefit of each respective local governmental entity which is a party hereto and their respective successors and assigns.

C. **Severability.** If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

D. **Interpretation.** It is the express intent of the Parties that this Agreement shall be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, the provision that best promotes and reflects the intent of the Parties shall control. The Parties hereto have been represented by counsel and have had full opportunity to discuss this Agreement prior to execution. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

E. **Amendments and Modifications.** This Agreement shall not be modified, changed, altered, or amended without the duly authorized and written consent of each of the Parties by their respective corporate authorities and pursuant to ordinances or resolutions duly adopted and approved by the Party's corporate authorities. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved by the corporate authorities of each Party and properly executed in accordance with all applicable law.

F. **Authority to Execute.** Each Party hereby warrants and represents to each other Party that the person executing this Agreement on its behalf has been properly authorized to do so by the corporate authorities of the Party.

G. **No Third Party Beneficiaries.** Nothing in this Agreement shall create, or shall be construed or interpreted to create, any third party beneficiary rights.

H. **Indemnification.** Each Party hereby agrees to indemnify, hold harmless and defend the other Party from and against any and all losses, claims, expenses and damages (including reasonable attorneys' fees) made against or incurred by the other Party for any actions taken or failures to act by the Party in connection with the Joint Power Supply Bid that arise out of the Joint Power Supply Bid, each Party's Power Supply Agreement, each Party's Electric Aggregation Program, Power Supply Agreement, or this Agreement, to the extent that such claims were not caused by actions, or failures to act, of another Party.

I. **Execution.** This Agreement shall be executed by all of the Parties in identical original duplicates and each of the duplicates shall, individually and taken together, constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have by their duty authorized officers and representatives set their hands and affixed their seals to be effective as of the date specified in Subsection 3A of this Agreement.

[SIGNATURES FOLLOW ON SUBSEQUENT PAGE]

ATTEST:

By: _____
Village Clerk

VILLAGE OF ARLINGTON HTS.

By: _____
Mayor

ATTEST:

By: _____
Village Clerk

VILLAGE OF BUFFALO GROVE

By: _____
Village President

ATTEST:

By: _____
Village Clerk

VILLAGE OF LINCOLNSHIRE

By: _____
Village President

ATTEST:

By: _____
Village Clerk

VILLAGE OF LONG GROVE

By: _____
Mayor

ATTEST:

By: _____
Village Clerk

VILLAGE OF PALATINE

By: _____
Mayor

ATTEST:

By: _____
Village Clerk

VILLAGE OF VERNON HILLS

By: _____
Mayor

ATTEST:

By: _____
Village Clerk

VILLAGE OF WHEELING

By: _____
Mayor