

**INTERGOVERNMENTAL AGREEMENT
NORTHWEST SUBURBAN HOUSING COLLABORATIVE**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this _____ of _____, 2015 by and between the Village of Arlington Heights (“Arlington Heights”), the Village of Buffalo Grove (“Buffalo Grove”), the Village of Mount Prospect (“Mount Prospect”), the Village of Palatine (“Palatine”), and the City of Rolling Meadows (“Rolling Meadows”)(individually “Municipality”; collectively, the “Municipalities”), all being Illinois home rule municipal corporations, with the support and assistance of the Metropolitan Mayors Caucus (“MMC”), an Illinois not-for-profit corporation, for the purpose of collaborating to address housing issues in Northwest Cook County, Illinois. Although the MMC is not a Municipality or signatory to this Agreement, it agrees to fulfill its obligations set forth herein.

WHEREAS, the Municipalities are home rule municipalities pursuant to Article VII, Section 6 of the 1970 Illinois Constitution, and as such, may exercise any power and perform any function related to their government and affairs not otherwise precluded by state law or Constitutional provision; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into agreements to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Intergovernmental Agreement Cooperation Act, 5 ILCS 220/1 et seq. (“Act”), authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into agreements for the performance of governmental services, activities or undertakings; and

WHEREAS, the corporate authorities of the Municipalities agree that a collaborative approach by the Municipalities to address housing issues, which may include using available state, federal and county funds, will most effectively address the housing issues in the region; and

WHEREAS, MMC has applied for and agrees to continue to apply for grants on behalf of the participating municipalities; and

WHEREAS, independent consultants (“Consultants”) may be retained to implement the inter-jurisdictional housing work as provided in contracts to be executed with any Consultants, and a Steering Committee (“Committee”) is created by this Agreement to direct and oversee the work of any Consultants; and

WHEREAS, the corporate authorities of each Municipality agree that it is in their best interest to enter into this Intergovernmental Agreement; and

WHEREAS, the various undertakings by the Municipalities set forth in this Agreement relate to the respective government and affairs of the Municipalities.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipalities hereby agree as follows:

Section 1. *Incorporation of Recitals*

The Recitals of this Agreement are hereby incorporated by reference into this Agreement as if fully set forth herein.

Section 2. *Lead Municipality*

Arlington Heights shall be the Lead Municipality for purposes of this Agreement. Another Municipality may replace Arlington Heights as Lead Municipality upon Arlington Heights' request and the majority approval of the Committee.

Section 3. *Establishment of Committee*

A. A Steering Committee ("Committee") is created to direct the activities of the Collaborative, including overseeing any Consultants hired in connection with the Collaborative's work.

B. The Committee shall consist of two representatives from each Municipality ("Committee Members"), appointed by the Mayor or Village President of each Municipality. On an annual basis, rotating among the participating municipalities, one of the Committee Members shall be selected, to act as chair of the Committee and as liaison between any Consultants and the Committee.

C. No Committee Member shall receive compensation for service on the Committee, or additional compensation if the Member is an employee or elected official of the appointing Municipality. Each Member shall continue to serve on the Committee until such time as the Member is replaced by the Mayor/Village President of the appointing Municipality.

D. The Committee shall be subject to and governed by the terms of this Agreement and any By-Laws adopted by the Committee as amended from time to time. In the event of a conflict between this Agreement and the By-Laws, the terms of this Agreement shall control the creation and operation of the Committee.

E. The Committee is not intended to be a legal entity, separate and apart from the individual Municipalities. It has no power to contract or take any other legally binding action.

Section 4. *Duties of Committee*

A. The Committee shall select any Consultants.

B. The Committee will monitor the performance of any Consultants pursuant to their contractual obligations.

C. The Committee will provide general direction to any Consultants.

D. The Municipality Representative designated as the chair of the Committee shall be the day to day liaison between the Committee and any Consultants.

E. MMC will work with the Consultants and the Committee to determine the initiatives that the Consultants will undertake. The Committee, or its designee, will meet with the Consultants and MMC periodically (but no less than once per quarter) to review the status of the initiatives, to coordinate their efforts in furthering the goals of the initiatives, and to evaluate Consultants' performance based on certain benchmarks, which the Committee and MMC will determine.

F. The Committee or its designee will communicate with Consultants periodically (but not less than once per quarter) to evaluate the Project's status and Consultants' performance with respect to the terms of the Consultant Agreements, as hereinafter defined.

G. Under no circumstances shall the Committee or its Members incur any liability or be bound by the terms of any contract.

Section 5. Consultants' Responsibilities

A. The selected Consultants will enter into contracts with the Lead Municipality ("Consultant Agreements"), which Agreements shall be based upon Statements of Services and Deliverables as determined by the Committee and consistent with requirements of grants secured by the Collaborative, and also include the responsibilities described in this Section and payment limitations described in Section 6(A).

B. The Consultants will report to the Committee as required in the Consultant Agreements.

C. The Consultants shall perform their duties and obligations in accordance with all applicable federal, state and local rules and regulations.

D. The Consultants may apply for grants on behalf of the MMC to support on-going inter-jurisdictional housing work in the Municipalities, subject to prior written approval of the Committee and final acceptance by MMC.

E. The Consultants' responsibilities and duties may be expanded or continued if additional grant funds are obtained.

Section 6. Responsibilities for Consultant Payments

A. The Lead Municipality will contract with the Consultants on behalf of the Municipalities and MMC. The Consultants shall be paid directly by MMC, in accordance with the terms of the Consultant Agreements, dependent upon MMC's receipt of grant funds, as well as the Consultants' satisfactory performance of their responsibilities and duties. In the event all grant funds are not disbursed, these Agreements shall become null and void.

B. The Committee has no responsibility for the payment of any invoices; provided, however, that the chair of the Committee will direct MMC to pay only those invoices for which no objection is received from the majority of the Municipalities.

C. The chair of the Committee will distribute the Consultants' invoices to each Municipality and will approve all reasonable charges for payment by MMC, provided that no invoice or portion thereof will be paid if a majority of the Municipalities object to the invoice or portion thereof in writing to the Lead Municipality within seven days of receipt. In the event that timely written objections are received from a majority of the Municipalities, or the chair of the Committee determines that services have not been fully and satisfactorily performed, no payment shall be made unless and until payment is expressly directed and authorized by a majority of the Committee Members.

D. The chair of the Committee will submit the Consultants' approved invoices to MMC for payment. MMC, as fiscal agent for the grant awards secured by the Collaborative, will be responsible for paying the Consultants. Under no circumstances will any payment of grant funds or payment of any kind, including reimbursements, be made by or come from any Municipality. All payments owed to

Consultant under these Agreements shall be made by, and are the sole responsibility of, MMC, as recipient of grant funds and as fiscal agent for grants.

Section 7. Project Contributions/Liability for Payments

A. MMC has agreed to provide staff support and technical assistance, free of charge to the Municipalities, to assist the Consultants in performance of their work under the Consultant Agreements. As recipient of grant funds and the entity responsible for making payments to the Consultants, MMC will participate in the review of the Consultants' invoices and progress reports.

B. Each Municipality has agreed to absorb any already incurred and future internal administrative costs for their own employees' time and energy, as well as miscellaneous costs and expenses associated with creating and implementing this Project. No other funds shall be provided by the Municipalities unless specifically agreed to in writing by the corporate authorities of the Municipalities.

C. Under no circumstances shall any Municipality incur any liability or be bound by the terms of any contract unless that liability or contract is expressly authorized and approved by the governing bodies of the Municipalities.

Section 8. Mutual Release, Hold Harmless and Waiver of Claims

Each Municipality, for itself and its elected or appointed officers and officials, president and trustees, mayor and commissioners, agents, volunteers, attorneys, engineers, representatives and/or employees agrees to waive, release, relinquish and hold harmless all of the other Municipalities, and their elected or appointed officers and officials, presidents and trustees, mayor or commissioners, agents, volunteers, attorneys, engineers, representatives and/or employees, from any and all claims, actions, suits, injuries, damages, costs, expenses and liabilities each other Municipality has, or may have, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the performance or termination of this Agreement and any contract entered into pursuant to this Agreement.

Section 9. Cooperation

The Municipalities agree to work in good faith to achieve the objectives of this Agreement and to mutually resolve any disputes occurring or arising out of or during the terms of this Agreement. The Municipalities agree to do all things reasonably necessary or appropriate to carry out the terms, provisions and objectives of this Agreement.

Section 10. Waiver

The waiver by any Municipality of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

Section 11 Default/Breach and Remedy

A. The failure or refusal by any Municipality to comply with any of its obligations shall constitute a default under this Agreement.

B. If any Municipality defaults or breaches in the performance of any of its obligations under this Agreement, a non-breaching Municipality shall give the breaching Municipality written notice

of such default/breach, and if the breaching Municipality does not cure the default/breach within 15 days after the giving of such notice, (or if such default is of such nature that it cannot be completely cured within such period, if the breaching Municipality does not commence such curing within 15 days and thereafter proceed with reasonable diligence and in good faith to cure such default/breach), then the majority of all non-breaching Municipalities may agree to terminate the Breaching Municipality's participation in this Agreement. Upon termination of this Agreement, the Municipalities may pursue all available legal rights and remedies in court to assert or protect their rights.

C. Should any dispute arising out of this Agreement lead to litigation, the prevailing Municipality shall not be entitled to recover its costs of suit or attorney's fees.

Section 12. Notices.

All notices, demands or other writings which any Municipality is required to, or may wish to, serve upon any other Municipality in connection to this Agreement shall be in writing and shall be deemed given (a) upon delivery, if personally delivered or if sent by e-mail or facsimile transmission, to the Municipalities to be give such notice or other communication; (b) on the third business day following the date of deposit in the United States mail, if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid; or (c) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to the Village of Arlington Heights: Village Manager
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005

If to the Village of Mount Prospect: Village Manager
Village of Mount Prospect
50 S. Emerson Street
Mount Prospect, IL 60056

If to the Village of Buffalo Grove: Village Manager
Village of Buffalo Grove
50 Raupp Blvd.
Buffalo Grove, IL 60089

If to the Village of Palatine: Village Manager
Village of Palatine
200 East Wood Street
Palatine, IL 60067

If to the City of Rolling Meadows: Village City Manager
City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, IL 60008

Section 13. General

A. After approval by the respective corporate authorities, this Agreement shall be binding on each Municipality and its respective successors, including successors in office.

B. This Agreement shall be construed together with the Consultant Agreements, grant application, and the terms of grant awards received. In the event of a conflict, the terms of this Agreement shall prevail.

C. This Agreement shall be deemed and construed to be the joint and collective work product of the Municipalities and, as such, this Agreement shall not be construed against a Municipality, as the otherwise purported drafter of same, by any court or competent jurisdiction in resolving any inconsistency, and ambiguity, vagueness or conflict in terms or provisions, if any contained therein.

D. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether a third Municipality beneficiary thereof or otherwise) other than the Municipalities. Nothing in this Agreement shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Municipalities, and /or any of their respective officials, officers and/or employees.

E. Nothing in this Agreement is intended or shall be construed as establishing a separate legal entity, or the relationship of principal and agent, partnership, or joint venture between or among the Municipalities, the Committee or any Consultants. Each Municipality hereto shall retain the sole right to control its own employees, and the affairs and conduct of its employees and representatives, including the payment of compensation and benefits, shall be sole responsibility of the respective Municipality.

Section 14. Amendments/Entire Agreement

No amendments, changes, modifications, alterations, or waivers of any term, provision or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Municipalities hereto as required by law. The provisions set forth herein, constitute the entire agreement of the Municipalities regarding the matters addressed in the Agreement, and supersede any prior agreements or representations, as it is the intent of the Municipalities to provide for complete integration within the terms of this Agreement.

Section 15. Assignment

This Agreement shall not be assigned by any Municipality without the express written consent of the other Municipalities, in the sole discretion of those Municipalities.

Section 16. Severability

The terms, conditions, and provisions of this Agreement shall be severable, and if any term, condition, or provision is found to be invalid or unenforceable for any reason whatsoever, the remaining sections, subsections, terms, conditions, and provisions shall remain in full force and effect, and shall not be affected by such determination, unless the Agreement can no longer be performed by any Municipality.

Section 17. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a Municipality. Reproduction of this Agreement and its signatures hereon shall be the equivalent of an original copy of this Agreement.

Section 18. Effective Date

The Effective Date of this Agreement shall be 12:01 a.m. on September 1, 2015.

Section 19. Term of Agreement

This Agreement shall be in full force and effect for a term of five years commencing on the Effective Date, subject to early termination pursuant to Section 20, and such extensions as a majority of the Committee deem necessary to continue to operate in accordance with the terms of any other grant agreement authorized under this Agreement.

Section 20. Termination

This Agreement shall terminate upon the expiration of the term set forth in Section 19 above, or upon mutual agreement, of all of the Municipalities. Any Municipality may withdraw from this Agreement, at any time, upon at least 30 days prior written notice to the other Municipalities and MMC of its intent to withdraw from this Agreement. Such notice will terminate the rights, duties and obligations of the withdrawing Municipality, effective on the withdrawal date specified in the notice or on the thirtieth day after receipt of the notice by the MMC or the Lead Municipality, whichever is later. If the withdrawing Municipality is in default under the Agreement at the time it issues the notice, then its right to participate and receive the benefits contained in the Agreement shall immediately terminate and the withdrawing Municipality shall still be obligated to cure the default. Withdrawal by a Municipality shall terminate only that Municipality's participation under the Agreement and shall not affect the other Municipalities or require an amendment to this Agreement.

Section 21. Choice of Law.

This Agreement shall be governed by the laws of the State of Illinois. The Circuit Court of Cook County, Illinois, shall have jurisdiction over any disputes arising under this Agreement, and each of the Municipalities hereby consents to such Court's exercise of jurisdiction.

Section 22. Authority to Execute.

The Municipalities represent and warrant to each other that this Agreement has been adopted and approved by ordinance or resolution, and they have the authority to enter into this Agreement and perform their obligations hereunder.

Section 23. Titles

The headings and titles of this Agreement are for convenience and shall not influence the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Municipalities hereto have executed this Agreement on the date as set forth below and herein described.

BY: _____ Date: _____
President
Village of Arlington Heights

ATTEST: _____
Village Clerk

BY: _____ Date: _____
Mayor
Village of Mount Prospect

ATTEST: _____
Village Clerk

BY: _____ Date: _____
President
Village of Buffalo Grove

ATTEST: _____
Village Clerk

BY: _____ Date: _____
Mayor
Village of Palatine

ATTEST: _____
Village Clerk

BY: _____ Date: _____
Mayor
City of Rolling Meadows

ATTEST: _____
Village Clerk