

## INTERGOVERNMENTAL AGREEMENT FOR SUSTAINABILITY COORDINATOR SERVICES

**THIS INTERGOVERNMENTAL AGREEMENT ("Agreement")** is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2023 ("**Effective Date**"), and is by and between the **VILLAGE OF WILMETTE** ("Village"), an Illinois home rule municipal corporation; the **WILMETTE PARK DISTRICT** ("Park District"), an Illinois park district; the **WILMETTE PUBLIC LIBRARY DISTRICT** ("Library District"), an Illinois public library district; the **WILMETTE PUBLIC SCHOOL DISTRICT 39** ("School District"), an Illinois public school district; and **TOWNSHIP OF NEW TRIER** ("Township"), an Illinois township (collectively, the "**Parties**").

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local governments, including the power 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, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government, may be exercised and enjoyed jointly with any other unit of local government; and

**WHEREAS**, the Parties have participated in Intergovernmental Cooperation Committee meetings and have found that sharing a Sustainability Coordinator would provide a dedicated sustainability expert on staff, share knowledge and best practices across organizations, advance research into additional sustainability practices that might be applicable to the Parties, coordinate education on sustainability across the community, and move all of the Parties' sustainability efforts forward more efficiently and effectively; and

**WHEREAS**, the Parties desire that the Village hire a Sustainability Coordinator ("Sustainability Coordinator"), who shall be made available as provided for in this Agreement, to serve as an expert in sustainability practices; and provide the services to each Party as provided for the in attached Job Description (attached as Exhibit A); and

**WHEREAS**, the Parties acknowledge that in order for the Village to hire and maintain a full time Sustainability Coordinator, that is shared amongst the Parties, that the Parties must cooperatively fund the position; and

**WHEREAS**, the Sustainability Coordinator shall be an employee, with all obligations, responsibilities and rights, of the Village, and

**WHEREAS**, assignments by the Parties, to the Sustainability Coordinator shall be governed by this Agreement; and

**WHEREAS**, the cost sharing and logistics regarding the payment of the Sustainability Coordinator shall be governed by this Agreement; and

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

**SECTION 1. RECITALS**

The foregoing recitals are incorporated herein by reference and made a part hereof as though fully set forth in this Section 1, the same constituting the factual basis for this Agreement.

**SECTION 2. EMPLOYEE**

The Sustainability Coordinator will be an at-will employee of the Village. The Village shall have the sole authority to hire, terminate, discipline, and promote the Sustainability Coordinator. The Sustainability Coordinator shall be subject to the applicable Village's rules, regulations and budgets, including, but not limited to, the Village's Personnel Manual, Village's Budget, and Village's Pay Plan.

The Sustainability Coordinator's direct supervisor shall be the Assistant to the Village Manager. If the Assistant to the Village Manager is unavailable, the Assistant Village Manager shall be the Sustainability Coordinator's supervisor. The Village will conduct an annual performance review of the Sustainability Coordinator and each Party shall have the ability to contribute to the Sustainability Coordinator's performance review.

**SECTION 3. SALARY**

The Sustainability Coordinator will be hired in Grade G of the attached Village Pay Plan (attached as Exhibit B). The Sustainability Coordinator will receive annual step increases in the Village Pay Plan in the same manner as other non-sworn Village employees hired on or after January 1, 2011, do. The Sustainability Coordinator's salary will also increase by the same cost of living adjustments provided to all other non-sworn Village employees each year.

**SECTION 4. DUTIES AND ASSIGNMENTS**

The Sustainability Coordinator may only be assigned work that is related to the Job Description. Such assignments may be made directly to the Sustainability Coordinator by a representative from the Party assigning such work. In situations where assignments have been given my multiple parties at the same time, the priority of such assignments shall be made by the Sustainability Coordinator's supervisor; in which the Sustainability Coordinator's supervisor shall consult with the assigning Parties prior to making the priority of assignments.

It is understood that the gross number of hours that can be worked in a calendar year, is 2080 hours, but that the Sustainability Coordinator will be subject to various types of paid time off as allowed by the Village's Personnel Manual. Accordingly, it is understood that the Sustainability Coordinator estimated hours worked will be 1,820 in a calendar year.

Per each calendar year, the following percentage of the annual allocation of the hours to be worked by the Sustainability Coordinator shall be allocated as follows:

<b>Party</b>	<b>Percentage Share</b>	<b>Estimated Hours</b>
Village	45.5	827.5
Park District	45.5	827.5
Library District	3	55.0
School District	3	55.0

Township	3	55.0
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Parties desiring to exceed their Percentage Share each year may do so only upon the approval of the Village and Park District and if approved the respective Party shall be charged for all hours worked in excess of the Percentage Share at an hourly rate based on the Total Compensation Package as outlined in Section 5 below.

**SECTION 5. PAYMENT**

The Sustainability Coordinator as an employee of the Village shall receive a Total Compensation Package (“Total Compensation Package”). The Total Compensation Package shall mean any and all payments made to or for the Sustainability Coordinator that are related to the Sustainability Coordinator’s employment and shall include, but be not limited to, the Sustainability Coordinator’s salary, health insurance, IMRF contributions, cell phone reimbursement, certifications and memberships, and any travel and training budgeted and paid for by Village.

Each Party, except the Village, shall pay to the Village for the previous year’s use of the Sustainability Coordinator, its respective share of the Total Compensation Package, within thirty (30) days of receiving an invoice from the Village. Such invoice shall be in the amount of the Percentage Share of the Total Compensation Package, regardless of the actual hours of work performed on behalf of a Party. Notwithstanding the above, if the actual work performed has exceeded the Percentage Share for a Party, then the invoice shall be increased to account for an additional Percentage Share of the work actually performed for the Party. Each Party’s share of the Total Compensation Package shall be equal to the Percentage Share. The Village may issue such invoice at any time, but intends on issuing the invoice each December in the year of which the work was performed. The Percentage Shares of the Parties shall be equally redistributed to account for any increase in the Percentage Shares of a Party.

Each Party shall not be liable to each other for any other extraordinary or out of pocket costs except for those related to the Total Compensation Package.

**SECTION 6. TERM AND TERMINATION.**

This Agreement shall be automatically renewed on an annual basis beginning on January 1<sup>st</sup> of each year. Notwithstanding the foregoing, the Village or the Park District may terminate this Agreement upon and after six (6) months written notice to the remaining Parties. The Library District, School District, and Township may remove themselves as a Party to this Agreement upon and after ninety (90) days written notice to the remaining Parties. Such removal by the Library District, School District, and Township shall not cause the termination of this Agreement. The Percentage Share of the Party removing itself from this Agreement shall be equally redistributed to the remaining Parties.

Any Party removing themselves from this Agreement shall be responsible for the pro-rated amount of the Percentage Share for the portion of the final year of its participation in this Agreement (including the time required for the written notice). The Parties shall be responsible for the pro-rated amount of the Percentage Share for the portion of the final year of its participation in this Agreement (including the time required for the written notice) upon the termination of this Agreement.

**SECTION 7. GENERAL PROVISIONS.**

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) certified United States Mail, enclosed in a sealed envelope with sufficient postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 7.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the Village of Wilmette:                      Village Manager  
Village of Wilmette  
1200 Wilmette Avenue  
Wilmette, IL 60091

If to the Park District:                              Executive Director  
Wilmette Park District  
1200 Wilmette Avenue  
Wilmette, IL 60091

If to the Library District:

If to the School District:

If to the Township:

B. Governing Law. This Agreement is to be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

C. Amendments and Modifications. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by each of the Parties in accordance with all applicable statutory procedures.

D. Severability. Every section, paragraph, part, term and provision of this Agreement is severable from the other terms and provisions of this Agreement. If any section, paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable

by a court of competent jurisdiction, the remaining sections, paragraphs, parts, terms and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

E. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against any of the Parties.

F. Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

	<b>VILLAGE OF WILMETTE</b> , an Illinois municipal corporation
<b>ATTEST:</b>  _____	By: _____
	<b>WILMETTE PARK DISTRICT</b> , an Illinois Park District
<b>ATTEST:</b>  _____	By: _____
	<b>WILMETTE PUBLIC LIBRARY DISTRICT</b> , an Illinois public library
<b>ATTEST:</b>  _____	By: _____
	<b>WILMETTE PUBLIC SCHOOL DISTRICT 39</b> , an Illinois public school district
<b>ATTEST:</b>  _____	By: _____
	<b>TOWNSHIP OF NEW TRIER</b> , an Illinois township
<b>ATTEST:</b>  _____	By: _____