

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
BLOOMINGDALE AND BLOOMINGDALE SCHOOL DISTRICT 13 FOR THE  
PURCHASE OF FUEL**

THIS AGREEMENT is by and between the Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois (hereinafter referred to as the "Village") and the Board of Education of Bloomingdale School District No. 13, DuPage County, Illinois (hereinafter referred to as the "School District"), pursuant to the Intergovernmental Cooperation provisions of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

**W I T N E S S E T H:**

**WHEREAS**, the Village owns and operates a fueling station for storing and dispensing gasoline for its municipal vehicles (hereinafter the "Village Fueling Station") which is located at 305 Glen Ellyn Road, Bloomingdale, Illinois 60108; and

**WHEREAS**, the Village is able to purchase fuel for the Village Fueling Station in bulk at wholesale spot market prices; and

**WHEREAS**, the School District desires to recognize similar fuel cost savings by purchasing gasoline for its District vehicles from the Village, and utilizing the Village Fueling Station; and

**WHEREAS**, the Village and the School District believe that allowing the School District to purchase gasoline for its vehicles from the Village, and utilize the Village Fueling Station, are in the best interests of the residents of the Village and the residents of the School District; and

**WHEREAS**, the Village and the School District are entering into this Agreement based upon the Intergovernmental Cooperation provisions of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and such other applicable power and authority as may exist.

**NOW, THEREFORE**, for and in consideration of the promises and mutual understandings and agreements of the parties hereto, as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, it is hereby agreed by the Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois, and the Board of Education of Community Consolidated School District No. 93, DuPage County, Illinois, as follows:

Section 1. Incorporation of Preamble and Exhibits.

The Preamble to this Agreement and any exhibits thereto are hereby incorporated into this Agreement as if fully set forth in this Section 1.

Section 2. School District Access to Village Fueling Station.

The Village agrees to allow the School District to fuel its vehicles at the Village Fueling Station throughout the term of this Agreement, on the following terms and conditions:

- 1) Except as otherwise provided herein, the School District shall be permitted to fuel District owned vehicles at the Village Fueling Station without restriction whenever the Village Fueling Station is open and operational;
- 2) The Village will assign one key fob to the School District for each vehicle in the School District fleet. That key fob shall be used by School District personnel to access the Village Fueling Station when fuel is dispensed, in order to track the School District's fuel consumption;
- 3) The School District shall pay the Village a per gallon rate equal to the rate paid by the Village for each gallon of gasoline pumped by the School District;
- 4) The School District shall also pay the Village a user fee in amount of \$0.10 per gallon in addition to the price of fuel per gallon for the cost of administration, operation, maintenance and future replacement of the fueling facility. The user fee may be increased by the Village after providing 30 days written notice of such increased but not more frequently than annually;
- 5) Not more than once each month, the Village shall invoice the School District for the number of gallons of gasoline pumped by the School District for the period since last invoiced;
- 6) The School District shall pay all invoices received from the Village in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq*;
- 7) The Village Fueling Station shall not be used to dispense fuel into personal vehicles or containers that are not authorized or appropriate for such purposes;
- 8) Village vehicles shall have priority access to fuel facilities at all times;

- 9) Drivers of unmarked School District vehicles shall present identification at the Village Fueling Station if requested; and
- 10) School District personnel shall abide by all rules, regulations, guidelines and notices issued by the Village or posted at the Village Fueling Station.

Section 3. Repairs and Maintenance.

The Village shall be responsible for all repair and maintenance of the Village Fueling Station and the equipment related thereto, provided however, that the School District shall be responsible for any damage to the Village Fueling Station or any related equipment solely caused by any School District personnel.

Section 4. Term of Agreement.

This Intergovernmental Agreement shall be in effect for an initial five (5) year term commencing on the Effective Date, and shall be automatically renewed from year to year thereafter, unless the Village or the School District elect to terminate the Agreement by providing sixty (60) day written notice to the other party, prior to the end of the then current term. In the event of such notice by the Village or the School District, this Agreement shall end and all rights, privileges, and understandings created hereunder shall cease at the end of the then current term.

Section 5. Notice.

Any notice required under this Agreement shall be sent by certified mail, return receipt requested, with sufficient postage attached thereto and shall be deemed given on the date of the post mark and shall be sent to:

If to the Village:                      Village of  
   Bloomingdale 201  
   S. Bloomingdale  
   Road Bloomingdale,  
   IL 60108 Attn:  
   Village  
   Administrator

With a copy to:                      Mr. Michael Castaldo, Jr.  
   Castaldo & Associates, P.C.  
   2100 Clearwater Drive, Suite  
   140 Oak Brook, IL 60523

If to the School District:      Bloomingdale School District No. 13  
164 S. Euclid  
Avenue  
Bloomingdale, IL  
60108 Attn:  
Superintendent

With a copy to:                  Kevin Gordon  
Fagen, Friedman, and Fulfrst, LLP  
1801 S. Meyers Road  
Oak Brook Terrace, IL 60181

Section 6.      Complete Agreement.

This Agreement, and any Exhibits attached hereto, shall represent the complete agreement and understanding of the parties hereto with respect to all matters regarding the subject matter of this Agreement. All prior agreements or understandings, whether written or oral, shall be of no force, effect or consequence.

Section 7.      Amendment.

Any amendment to this Agreement must be in writing, signed by each of the parties, and adopted in the same manner as is required for adoption of this Agreement.

Section 8.      Approval.

This Agreement shall not be effective unless each party shall approve this Agreement by ordinance or resolution after a lawful vote of its governing body.

Section 9.      Severability.

This Agreement and every provision thereof shall be considered severable. In the event that any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph, provision or section or part of a phrase, clause, sentence, paragraph, provision or section of this Agreement is void or unconstitutional, the remaining words, phrases; clauses; sentences, paragraphs and provisions and parts of phrases, clauses, sentences, paragraphs, provisions and sections not ruled void or unconstitutional shall continue in full force and effect.

Section 10.    Multiple Counterparts.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall be deemed one (1) Agreement.

Section 11. Headings.

All Section headings contained herein are for convenient reference only and shall not be deemed a part of the text of this Agreement.

Section 12. No Waiver of Tort Immunities.

Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

Section 13. Effective Date.

This Agreement shall be deemed dated and become effective on the date the last of the parties executes the Agreement as set forth below.

**WHEREFORE**, the parties have executed this Agreement as of the Effective Date.

VILLAGE OF BLOOMINGDALE,

DuPage County, Illinois

By:  \_\_\_\_\_

Village President

Attest:  \_\_\_\_\_

Village Clerk

BOARD OF EDUCATION OF  
BLOOMINGDALE SCHOOL NO. 13

DuPage County, Illinois

By: \_\_\_\_\_

President, Board of Education

Attest: \_\_\_\_\_

Secretary, Board of Education