

**AGREEMENT FOR CONSULTING SERVICES**  
**REGARDING THE AGGREGATION OF ELECTRICITY PROGRAM**

THIS AGREEMENT (the Agreement”) entered into as of February 23, 2015 by and between Northern Illinois Municipal Electric Collaborative, 417 Cherry Creek Lane, Suite 250, Prospect Heights, Illinois 60070 (“NIMEC”) and the Village of Palos Park (“Village”) 8999 W 123<sup>rd</sup> Street, Palos Park, IL 60464. The Village and NIMEC are sometimes referred to herein individually as a “Party” and collectively as the “Parties”

**WHEREAS**, on November 28, 2011, the Village Council passed Resolution No. 2011-R-20 providing for the Submission to the Electors of the Village of Palos Park, Cook County, Illinois the Question Whether the Village Should Have the Authority under Public Act 096-0176 to Arrange for the Supply of Electricity for Its Residential and Small Commercial Retail Customers Who Have Not Opted Out of Such Program; and

**WHEREAS**, at the Consolidated Election held on Tuesday, March 20, 2012, the following proposition was submitted to the voters of the Village of Palos Park, Cook County, Illinois and a majority of the electors voting on the question voted in the affirmative.

Public question regarding program for Aggregation of Electricity.

“Shall the Village of Palos Park have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?”; and

**WHEREAS**, the Village Council has determined that it would be in the best interests of the Village to obtain a consultant to assist the Village in implementing the electricity aggregation program for residential and small retail customers who have not opted out of the program (the “Program”); and

**WHEREAS**, NIMEC is experienced in providing consulting services to municipalities in arranging for the supply of electricity;

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

1. ASSISTANCE IN ARRANGING FOR THE SUPPLY OF ELECTRICITY.

(a) The Village agrees to use NIMEC as its exclusive consultant in arranging for the supply of electricity under the Program, under the terms and conditions set forth herein,

(b) NIMEC shall provide the Village with a list of potential suppliers and assist the Village in preparing a Request for Proposals from qualified suppliers capable of providing electricity to meet the needs of residential and small commercial retail customers within the Village who do not opt out of the Program.

(c) Upon the Village receiving responses to its Request for Proposals, NIMEC shall assist the Village in reviewing and evaluating the price and other terms and conditions in each proposal and the qualifications, including capacity and reliability, of each of the suppliers with the aim of obtaining the best price and most favorable terms and conditions for electricity supplied to residential and small commercial retail customers within the Village who do not opt out of the Program.

(d) NIMEC shall investigate and advise the Village as to the potential for aggregating electricity supply with other municipalities and counties to leverage purchasing power, if there is an advantage to doing so.

(e) Upon the Village selecting an electricity supplier (the Supplier”), NIMEC shall assist the Village in negotiating the proposed contract.

(f) In the event that the Village has not accepted a proposal from any of said suppliers and entered into a contract with a Supplier within thirty (30) days after the Village has selected a supplier, the Village may at any time thereafter terminate this Agreement by giving NIMEC a five (5) day written notice thereof without any financial or other obligation to NIMEC, and seek a supplier from other sources.

2. ASSISTANCE IN PROVIDING INFORMATION TO RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS.

(a) NIMEC shall assist the Village in providing information to residential and small commercial retail customers within the Village regarding the Program through newsletters, direct mail, water bill inserts, interviews on the local cable television channel, group presentations, a website, etc.

(b) Also, NIMEC shall also provide the following services as requested by the Village.

- (1) Train Village Staff to receive calls from residential and small commercial retail customers and assist in responding thereto.
- (2) Preparation and/or review of an opt out letter in conjunction with the Supplier and securing a high level of readership thereof.
- (3) Work with the Supplier and ComEd to identify and make contact with “missing” customers who did not receive the opt out letter.
- (4) Manage data flow from the Supplier to ComEd and vice versa to ensure that data is in required format.
- (5) Sort the ComEd data to ensure that customer classes are not included or excluded unless appropriate to do so.

(6) Provide a template document for a Plan of Operation and Governance and assist in making any revisions thereto.

(7) Monitor the Program for the duration of this Agreement.

(8) Perform such other duties and responsibilities as may be reasonably requested by Village Manager.

3. CONFIDENTIALITY. The Parties acknowledge that certain customer information obtained from ComEd and/or the Supplier must be held in confidence in accordance with legal requirements and each of the Parties agree to fully comply with all of its legal obligations regarding confidential customer information.

4. CONFORMITY WITH LEGAL REQUIREMENTS. Each of the Parties agree to fully comply with all rules, regulations, directives and policies regarding the Aggregation of Electricity Program when and if adopted and/or issued by the Illinois Commerce Commission, the Illinois Attorney General's Office and/or any other governmental agency or authority. Also, the Parties agree to amend or otherwise modify this Agreement to conform to such rules, regulations, directives or policies to the extent that it may be necessary to do so.

5. NIMEC'S COMPENSATION. For all of the services provided hereunder, NIMEC's only compensation shall be its receipt of a fee from the Supplier with whom the Village enters into a contract at the rate of \$0.0005 /kWh only for the first twelve (12) months of the term, \$0.0003/kWh for the second twelve (12) months of the term, and \$0.0003/kWh for the third twelve (12) months of the term or \$0.0003/kWh for renewal with the same Supplier.

6. TERM. Unless terminated sooner pursuant to the provisions hereof, the term of this Agreement shall extend through June 1, 2018.

7. TERMINATION. Either Party may terminate this Agreement upon giving the other Party a ten (10) day written notice thereof, if the other Party is in breach of any term, condition or provision of this Agreement, provided that the Party in breach shall be allowed to cure said breach within said ten (10) day period.

8. NOTICES. All requests, notices, demands, authorizations, directions, consents, waivers or other documents required by this Agreement shall be in writing and shall be delivered in person to, or shall be mailed by certified or registered mail, postage prepaid, addressed as follows:


If to NIMEC: David Hoover  
Northern Illinois Municipal Electric Collaborative  
417 Cherry Creek Lane  
Suite 250  
Prospect Heights, Illinois 60070

If to Village: Richard Boehm, Village Manager  
Village of Palos Park  
8999 West 123<sup>rd</sup> Street  
Palos Park, IL 60464

9. APPLICABLE LAWS. This Agreement shall be governed by the laws of the State of Illinois. In any legal action relating to this Agreement, venue shall lie in the Circuit Court of Cook County, Illinois.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the aforesaid date at \_\_\_\_\_, Cook County, Illinois.


VILLAGE OF PALOS PARK

By:   
Mayor

ATTEST:   
Village Clerk

Date: 2/23/2015

NORTHERN ILLINOIS MUNICIPAL  
ELECTRIC COLLABORATIVE

By:   
As Its Manager Duca

Date: 3-3-2015