

**INTERGOVERNMENTAL AGREEMENT**  
**Between the**  
**COUNTY OF KANE and the CITY OF AURORA**  
**For**  
**LEAD SERVICE LINE REPLACEMENT PROJECT ON SOLFISBURG AVENUE IN**  
**AURORA, ILLINOIS**

This Intergovernmental Agreement (“Agreement”) is entered into and made effective the date of its final execution (“Effective Date”), by and between the County of Kane, a unit of local government organized and existing under the laws of the State of Illinois (“COUNTY”) and the City of Aurora, a unit of local government organized and existing under the laws of the State of Illinois (“CITY”). For purposes of this Agreement, COUNTY and CITY may each be referred to as a “Party” and collectively as “Parties.”

RECITALS:

WHEREAS, COUNTY and CITY are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970; and

WHEREAS, COUNTY and CITY are also public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, COUNTY and CITY are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law (5 ILCS 220/3); and

WHEREAS, CITY has a population of more than 25,000 persons and is therefore, a home rule unit under Article VII, Section 6(a) of the Illinois Constitution of 1970; and

WHEREAS, pursuant to Article VII, Section 6(a) of the Illinois Constitution of 1970, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, CITY is in the process of replacing water main and lead service lines throughout the City of Aurora; and

WHEREAS, on March 5, 2026, CITY accepted a low bid, of \$1,849,640.00 provided by Gerardi Sewer & Water Co for bid No. 26-010; and

WHEREAS, a portion of Solfisburg Avenue (from just east of Farnsworth Avenue to west of Crane Avenue) contains certain homes that are in unincorporated Kane County but receive water from the City of Aurora; and

WHEREAS, COUNTY has requested that the replacement of lead service lines for certain homes on Solfisburg Avenue (from just east of Farnsworth Avenue to west of Crane Avenue) be completed in conjunction with CITY's planned improvements to replace lead service lines in the City of Aurora; and

WHEREAS, the parties have agreed that replacing the lead service lines of the qualifying homes located on Solfisburg Avenue, which are in unincorporated Kane County, by utilizing the bid of Gerardi Sewer & Water Co., is an exercise of intergovernmental cooperation that is encouraged by both the Illinois Constitution and Illinois statutes and would benefit both parties and their respective constituents; and

WHEREAS, representatives of CITY and COUNTY have reached a consensus and tentative agreement regarding the scope of the improvements and the associated costs.

NOW THEREFORE, for and in consideration of the mutual covenants herein the parties agree as follows:

1. **INCORPORATION OF RECITALS**: All the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.
2. **SCOPE OF AGREEMENT**: This Agreement establishes a collaboration between COUNTY and CITY whereby COUNTY will reimburse CITY for the replacement of lead service lines at qualifying homes located on Solfisburg Avenue in unincorporated Kane County. The qualifying homes are listed on Exhibit A, which is attached hereto and incorporated by this reference into this Agreement and made a part hereof.
3. **TERM**: The term of this Agreement shall commence on the Effective Date and shall continue for two (2) years, unless otherwise terminated in accordance with section 6 of the Agreement. The Agreement may be extended for an additional one (1) year term upon mutual written agreement by the Parties.
4. **FUNDING**: COUNTY agrees to reimburse CITY in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) for construction costs directly related to the replacement of lead service lines for the qualifying homes listed on Exhibit A. COUNTY will make reimbursement payment(s) to CITY in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) upon receipt of invoice. This amount is only construction costs and no engineering fees will be charged.
5. **MUTUAL INDEMNIFICATION**: To the extent expressly authorized by state law, the Parties agree to indemnify and hold the other and their respective officers, employees, and agents harmless from any liability, claim, demand, judgment, or costs, including reasonable attorney's fees, arising out of their own actions under or in

connection with the Agreement. Nothing in this Agreement shall be construed as a waiver of any immunities of defenses available under law.

6. **TERMINATION**: Either Party may terminate this Agreement at any time with thirty (30) days written notice to the other. This Agreement may also be terminated as of a date stipulated by the Parties in writing.
7. **COMPLIANCE WITH LAWS**: Parties shall comply with any and all federal and state laws, rules, and regulations in the performance of this Agreement.
8. **NOTICE**: Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given: (i) when delivered personally to the individual designated below; (ii) on the date sent if transmitted by electronic mail (with confirmation by hard copy to follow by mail); or (iii) on the third business day after sent by registered or certified mail, postage prepaid, addressed as follows:

TO COUNTY:

Contact: Kane County State's Attorney's Office; Civil Division  
Address: 100 South 3<sup>rd</sup> Street, 4<sup>th</sup> Floor, Geneva, IL 60134  
Phone: 630-208-5320  
E-mail: SAO\_Civil\_Email@KaneCountyIL.gov

TO CITY:

Contact: Legal Department  
Address: 44 E. Downer Ave, Aurora, IL 60507  
Phone: 630-256-3060  
E-mail: LawDepartement@aurora.il.us

9. **SEVERABILITY**: In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.
10. **ASSIGNMENT**: Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.
11. **GOVERNING LAW AND VENUE**: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue shall be exclusively found in the 16<sup>th</sup> Judicial Circuit Court in the State of Illinois.

12. **ENTIRE AGREEMENT**: This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and the Agreement shall be amended only in writing signed by both parties.
13. **COUNTERPARTS**: This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.
14. **RELATIONSHIP OF PARTIES**: The Parties shall retain their rights, privileges, powers, and functions as autonomous entities. Except as expressly provided in this Agreement, no actions taken by either Party, or by its officers, employees or agents, pursuant to this Agreement shall be deemed to constitute actions of the other Party or of its officers, employees or agents, nor shall any such actions be deemed to constitute either Party as the employee, agent or representative of the other Party, nor shall any such actions be construed to place the Parties in a relationship of partners, joint ventures, principal and agent, or employer and employee, or shall be deemed to confer upon either Party any express or implied power, right, or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other Party.
15. **NO THIRD-PARTY BENEFICIARIES**: This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
16. **WAIVER**: The waiver by one Party of any breach of this Agreement or the failure of one Party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance and shall not be deemed to be a waiver of any future breach or a waiver of any provision of this Agreement.
17. **HEADINGS**: The headings, captions, and numbering system of this Agreement are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Agreement.
18. **AUTHORITY**: COUNTY and CITY each hereby warrant and represent that their respective signatures set forth below have been, and are on the Effective Date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective on the date last written below.

COUNTY OF KANE, ILLINOIS

By: \_\_\_\_\_  
Title:  
Date:

CITY OF AURORA, ILLINOIS

By: \_\_\_\_\_  
Title:  
Date:

Exhibit A – Qualifying Homes

1. 1414 Solfisburg Avenue
2. 1417 Solfisburg Avenue
3. 1418 Solfisburg Avenue
4. 1424 Solfisburg Avenue
5. 1427 Solfisburg Avenue
6. 1431 Solfisburg Avenue
7. 1432 Solfisburg Avenue
8. 1438 Solfisburg Avenue
9. 1445 Solfisburg Avenue
10. 1448 Solfisburg Avenue
11. 1456 Solfisburg Avenue
12. 1502 Solfisburg Avenue
13. 1514 Solfisburg Avenue
14. 1520 Solfisburg Avenue
15. 1538 Solfisburg Avenue
16. 1543 Solfisburg Avenue
17. 1544 Solfisburg Avenue
18. 1552 Solfisburg Avenue
19. 1554 Solfisburg Avenue
20. 1556 Solfisburg Avenue
21. 1558 Solfisburg Avenue
22. 1634 Solfisburg Avenue
23. 1635 Solfisburg Avenue
24. 1638 Solfisburg Avenue
25. 1639 Solfisburg Avenue
26. 1644 Solfisburg Avenue
27. 1645 Solfisburg Avenue
28. 1650 Solfisburg Avenue
29. 1651 Solfisburg Avenue
30. 1654 Solfisburg Avenue
31. 1657 Solfisburg Avenue
32. 1660 Solfisburg Avenue
33. 1661 Solfisburg Avenue
34. 1664 Solfisburg Avenue
35. 1667 Solfisburg Avenue
36. 1671 Solfisburg Avenue
37. 1672 Solfisburg Avenue
38. 1676 Solfisburg Avenue
39. 1681 Solfisburg Avenue
40. 1682 Solfisburg Avenue
41. 1692 Solfisburg Avenue
42. 1695 Solfisburg Avenue