

**Intergovernmental Agreement between
The City of Aurora and Waubonsee Community College**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), is made and entered on the Effective Date between the City of Aurora, Illinois ("City") an Illinois home rule municipal corporation, with its office of City Clerk located at 44 E Downer Place, Aurora, Illinois and **WAUBONSEE COMMUNITY COLLEGE** ("WCC"), for the use of facilities herein described. The term "Effective Date" shall be defined as set forth in Exhibit A.

1. **Purpose.** This Agreement shall be used to support the **City of Aurora's Youth Services Division** programming and events.
2. **Scope.** This Agreement between WCC and the City is hereinafter further described in Exhibit A.
3. **Term.** The term of this Agreement shall be as set forth in Exhibit A.
4. **Termination.** Either Part has the right to terminate this Agreement, in whole or in part, for any reason by providing the other party thirty (30) days' written notice specifying the termination date. On the data specified, this Agreement will end. Upon any such termination of this Agreement, the Parties shall have no further obligation or liability to the other.
5. **Notice.** All notices under this Agreement shall be made by first class mail or by electronic mail and shall be made to:

WAUBONSEE COMMUNITY COLLEGE:
47 Waubonsee Drive
Sugar Grove, Illinois
Attn: Vice President, Student Development

CITY:
City of Aurora
44 East Downer Place Aurora, Illinois 60507
Attn: Corporation Counsel

6. **Publicity.** For purposes of publicizing the Agreement, the City will have the right, without charge, to photograph WCC and use the names, likenesses, and images of WCC in photographic, audiovisual, digital or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, reports and publications describing WCC allowing the City of Aurora Youth Services Division access to their facilities for Youth Services' programming and events. All documents, images, Media Material prepared pursuant to this agreement are the property of the City.

7. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
8. **Miscellaneous Provisions.**
 - a. **Illinois Freedom of Information Act.** WCC acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
 - b. **Entire Agreement.** This Agreement, along with the documents set forth in Exhibit A and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.
 - c. **Consents and Approvals.** The Parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.
 - d. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
 - e. **Jurisdiction and Venue.** The Parties agree that in the event of litigation arising from this Agreement, the exclusive venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County and that the Illinois law shall apply to such disputes without regard to its choice of law principles.
9. **Indemnification**
 - a. **Indemnification.** The City agrees to hold WCC, its Board of Education, Board Members, agents, and employees, free and harmless and indemnified from and against all claims, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees arising from this Agreement, including specifically those brought by third parties. WCC agrees to hold the City, its agents, its elected officials, officers and employees free, harmless and indemnified from and against all claims, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees arising from this Agreement, including specifically those brought by third parties.

- b. **Non-Waiver.** Neither by the insurance or indemnifications requirements of this Agreement does the City waive any privilege, defense, or immunity, which may be available to it, its elected officials, officers, or employees by law, including, but not limited to those set forth in the Local Governmental and Governmental Employees Tort Immunity Act.

ACCEPTED AND AGREED TO:

WAUBONSEE COMMUNITY COLLEGE

CITY OF AURORA

Name

Name

Date

Date

Dr. Melinda Tejada
Vice President, Student Development
Executive Director of the Foundation

Richard C. Irvin
Mayor

EXHIBIT A



EXHIBIT A
Intergovernmental Agreement between
The City of Aurora and Waubonsee Community College

Parties Information	
Legal Name:	Waubonsee Community College
Type of Entity:	Governmental
Address:	Rt 47 at Waubonsee Drive Sugar Grove, IL 60554
Representative:	Dr. Melinda Tejada
Email:	mtejada@waubonsee.edu
Phone:	630-466-2590
Legal Name:	City of Aurora, Illinois an Illinois municipal corporation ("City")
Address:	44 E. Downer Place
Representative:	Simon Rodriguez
Email:	rodriguezs@aurora.il.us
Phone:	630-256-3402

Contract Term Information	
Effective Date:	April 1, 2023
Term:	1 year
Renewal Period:	Automatic Renewal

Scope of Donation

- a. Use of Facilities: WCC hereby agrees to allow use of WCC's facilities at Waubonsee Community College, Rt. 47 at Waubonsee Drive & 18 S. River St., (hereinafter "Facility Spaces") by the City of Aurora's Youth Services Division at no cost, when available.
- b. The City of Aurora's Youth Services Division hereby agrees to use the Facility Spaces only for youth programming, meetings, and events.
- c. The City of Aurora's Youth Services Division understands the use of the Facility Spaces is dependent on availability.
- d. Acknowledgment: In consideration for the use of Facility Spaces, the City of Aurora Youth Services will use WCC's logo, identified below, and link on the City of Aurora Youth Services' website and Facebook page and WCC's logo on select social media posts.

