

CITY OF AURORA, ILLINOIS SERVICES AGREEMENT

THIS AGREEMENT, is 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 the Contractor, for the Services herein described. The terms “Effective Date,” “Contractor,” and “Services” shall be defined as set forth in Exhibit A.

1. Scope of Services. The Contractor shall perform the Services set forth in Exhibit A and any attachments thereto.

2. Term. The term of this Agreement shall be as set forth in Exhibit A. If provided in Exhibit A, the Agreement shall renew without further action by the Parties as set forth in therein, provided that the City Council of the City has budgeted funds for the services contemplated by this Agreement. If the City or Contractor do not agree to renew the agreement, notice of the party’s intent not to renew the agreement must be made in writing and provided prior to September 30 of the year preceding the renewal term.

3. Standard of Performance. Contractor shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor and all of its participants, employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriately licensed as required by law; (iii) strictly comply with applicable federal, state, and local laws, regulations or ordinances; and (iv) strictly conform to the terms of this Agreement. Contractor shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Contractor or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Contractor from the responsibilities set forth herein.

5. Payment. Contractor shall request payment from the City in the amount and with the frequency set forth in Exhibit A. Upon receipt, the City shall review and process such requests for payment in accordance with the procedures and the time limitations provided by the Local Government Prompt Payment Act. Approved but unpaid amounts shall accrue interest and penalties in the amount and to the extent authorized the Act.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor with thirty (30)

days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Contractor only up to the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Indemnification

- (a) **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, and employees from and against all claims, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees arising from or out of Contractor's performance of its obligations under this Agreement, including specifically those brought by third parties.
- (b) **Non-Wavier.** 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.

8. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Contractor 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 Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. 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.

f. Construction of Contract Provisions. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

g. Non-Profit Designation. Contractor acknowledges that it is a 501 (c)(3) , not for profit corporation. The City may request documentation from the Contractor to verify the Contractor's 501 (c)(3) status as the City deems necessary. If the Contractor's corporation status changes or lapses, Contractor must notify the City within 24 hours of the change.

h. Notice. Any notice required by this agreement shall be sent by certified mail, return receipt requested to the following:

City of Aurora
c/o Corporation Counsel
44 E. Downer Place
Aurora, Illinois

Pipes and Drums of Aurora Police
c/o

Date: _____

FOR: CITY OF AURORA, ILLINOIS

FOR: CONTRACTOR

By: _____

By: _____

Jolene Coulter

Print: _____

Director of Purchasing

Title: _____

**EXHIBIT A
CITY OF AURORA, ILLINOIS
SERVICES AGREEMENT**

Contractor Information (“Contractor”)	
Legal Name:	Pipes and Drums of the Aurora Police
Type of Entity:	<input type="checkbox"/> Illinois Business Corporation <input checked="" type="checkbox"/> Illinois Not-For Profit Corporation <input type="checkbox"/> Illinois Limited Liability Company or Limited Partnership <input type="checkbox"/> Partnership or Solo Proprietorship <input type="checkbox"/> Other. Organized under the laws of the State of _____, and authorized to do business in Illinois.
Address:	
Email	
Phone	

Contract Term Information	
Effective Date:	September 1, 2023
Term:	December 31, 2025
Renewal Period:	Following December 31, 2025, two additional one year terms are authorized if agreed upon by the Parties.

Payment Terms	
<input checked="" type="checkbox"/> Other	Payment shall be authorized as budgeted and approved by the City of Aurora each calendar year to a maximum of \$30,000 annually. Parties acknowledge that a maximum payment of \$20,000 is budgeted by the City of Aurora for year 2023. Parties acknowledge and agree that payment for subsequent years has not been determined and will be subject to budget allocation by the City of Aurora. If the City does not budget or has approved budget for an annual contribution, Contractor is not obligated to perform the services agreed upon during that calendar year. Payments shall be made twice a year in 2 equal annual installments to occur during the first two quarters of the fiscal year, or as agreed upon by the Parties, and provided all five (5) annual special event appearances are designated.
<input type="checkbox"/> Total	Total compensation for the Contractor under this Agreement shall not exceed \$20,000 for calendar year 2023.

Expenses

<input checked="" type="checkbox"/> Authorized	The City shall provide funding for the Contractor for its ordinary and customary expenses incurred in the performance of the Services under this Agreement including lessons for band members, uniforms, necessary clothing for performances, instruments, travel expenses for band members, and other equipment Contractor must provide documentation to support its expenses and costs upon request of the City. Payment shall not be utilized to compensate contractor's band members with direct payment of cash or another form of compenstaion for their performance.
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Scope of Work

- a. The Contractor agrees to perform the Services set forth herein pursuant to this Agreement
- b. The Contractor consists of police officers who carry on the tradition of bagpipe music in the law enforcement profession for the citizens of Aurora. The Pipes and Drums of the Aurora Police consists of ten (10) band members.
- c. The Contractor shall appear and perform at a minimum of five (5) City special events as mutually agreed by the parties annually.

Contractor acknowledges that it is organized as a 501(c) 3 not for profit corporation. The City may verify the Contractor's 501(c) 3 status as it deems necessary from time to time.