

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE CITY OF AURORA AND [Insert Name of External Public Entity] FOR USE OF THE CITY OF AURORA'S JOB ORDER CONTRACTING VENDOR SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the City of Aurora, an Illinois home-rule municipal corporation (hereinafter "Aurora"), and _____ (hereinafter the "External Public Entity," and referred to together as "the Parties"), regarding the External Public Entity's use of Aurora's Job Order Contracting Vendor Services (hereinafter "JOC Program") and engagement of Aurora's JOC Vendor as set forth herein.

RECITALS

WHEREAS, the Parties are each legal entities organized and existing under the laws of the State of Illinois, having among their powers the authority to contract with one another to perform the undertaking described herein;

WHEREAS, the Parties are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as provided for in 5 ILCS 220/1 (1994) *et. seq.*;

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the Constitution of the State of Illinois includes fostering cooperation between units of local government in planning and providing services to their constituents;

WHEREAS, Aurora has, pursuant to its formal competitive bidding procedures, engaged a vendor (hereinafter "JOC Vendor") for the purpose of, pursuant to an agreement between Aurora and the JOC Vendor, establishing and implementing a JOC Program, for which the JOC Vendor will perform an ongoing series of individual projects at different locations within Aurora; and

WHEREAS, the JOC Vendor functions as a partner in providing management, labor, materials, and supplies to complete projects as requested by Aurora; and

WHEREAS, Aurora's JOC Program, through the JOC Vendor, provides an effective means of reducing total lead-time and costs for public-works projects; and

WHEREAS, the Parties have determined it to be in their mutual best interests to allow the External Public Entity to engage the JOC Vendor for the limited purpose of implementing JOC services within the municipal boundaries or jurisdiction of the External Public Entity; and

WHEREAS, the External Public Entity agrees to follow Aurora's rules and regulations governing the JOC Program as more fully set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual promises contained herein, the Parties agree as follows:

1. RECITALS INCORPORATED

All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this Agreement.

2. JOC VENDOR

The JOC vendor is hereby identified as _____.

3. EXTERNAL PUBLIC ENTITY'S ENGAGEMENT OF JOC VENDOR

Aurora shall allow the External Public Entity to engage the services of the JOC Vendor for the limited purpose of implementing JOC Program services within the municipal boundaries and/or jurisdiction of the External Public Entity.

4. EXTERNAL PUBLIC ENTITY'S COMPLIANCE WITH JOC PROGRAM RULES AND REGULATIONS

The External Public Entity hereby agrees to follow the rules and regulations of Aurora's JOC Program, and fully cooperate with and remain compliant with any and all reporting, licensing or other requirements as determined by Aurora and the JOC Vendor.

5. LICENSING FEE

In exchange for the External Public Entity's use of the JOC Vendor's services, it agrees to pay to the JOC Vendor a percentage (%) of the total project cost for all of its projects as a licensing fee, of which shall be then remitted to Aurora by the JOC Vendor. The licensing fee percentage is hereby set as _____.

6. INDEMNIFICATION

External Public Entity shall indemnify, hold harmless, and defend Aurora and its elected officials, officers, employees, and agents from and against all liability, claims, demands, and causes of action arising out of or related to any loss, damage, or injury to person or property resulting from any and all services provided by the JOC Vendor, any contractor hired or engaged, or any third party whatsoever, or otherwise related in any way to this Agreement.

In accordance with Section 7-101 of the Illinois Local Government Tort Immunity Act (745 ILCS 10/7-101), the Parties may agree as to the manner in which liability for an injury resulting from services under this Agreement shall be allocated.

7. TERM

This Agreement shall be executed for and on behalf of Aurora and the External Public Entity pursuant to the appropriate Resolutions or Ordinances approved by their respective legislative bodies. This Agreement shall be effective for so long as Aurora maintains its JOC Program, unless terminated sooner by either Party as set forth in Paragraph 8 below. This Agreement may be modified or amended at any time only by written instrument signed by the Parties, and approved by their respective legislative bodies.

8. TERMINATION

This Agreement may be terminated by either Party upon ninety (90) days' written notice to the other, at which time the External Public Entity shall be responsible for paying Aurora

the respective licensing fee for its use of the JOC Vendor's services, as well as for all services rendered until such termination is effective.

9. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, relating to External Public Entity's use of the JOC Vendor's services.

10. NOTICES REQUIRED UNDER THIS AGREEMENT

Any notices required under this Agreement shall be mailed to:

Corporation Counsel
City of Aurora
44 East Downer Place
Aurora, Illinois 60506

Insert contact info for EPE

11. SEVERABILITY

In the event any provision of this Agreement is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the Agreement, which will still remain in full force and effect and shall be enforceable in accordance with its terms.

12. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Illinois, and venue shall be proper only in the Circuit Court of Kane County, Illinois.

The Parties by their signatures acknowledge that they have read and understand this Agreement, and intend to be bound by its terms.

CITY OF AURORA

EXTERNAL PUBLIC ENTITY

By: _____

By: _____

Attest:

Attest:

By: _____

By: _____

SAMPLE