

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AURORA,
KANE, DUPAGE, KENDALL AND WILL COUNTIES, ILLINOIS AND
EAST AURORA SCHOOL DISTRICT No. 131,
KANE COUNTY, ILLINOIS

THIS AGREEMENT is made effective as of the 20 day of March, 2017, between the **CITY OF AURORA**, Kane, DuPage, Kendall and Will Counties, Illinois ("AURORA") and the **EAST AURORA SCHOOL DISTRICT No. 131**, Kane County, Illinois ("School District").

WHEREAS, AURORA has adopted Ordinance No. O2000-181 that requires contributions to be paid to or on behalf of the School District by owners, subdividers and developers of land to be annexed to AURORA and located within such School District in order to help foster and perpetuate the availability of adequate school sites to residents of AURORA; and

WHEREAS, School District welcomes the addition of new residents to its territory and desires at all times to provide adequate school facilities and services to all its residents; and

WHEREAS, both AURORA and the School District recognize that the addition of new residents to the School District will impose immediate additional financial and user demands on the School District and its facilities and services; and

WHEREAS, both AURORA and the School District, in the spirit of intergovernmental cooperation, and pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, and pursuant to 5 ILCS 220/1, being the Intergovernmental Cooperation Act, desire to work together to defray at least a part of the cost of meeting those demands.

NOW, THEREFORE, in consideration of the mutual obligations herein contained, AURORA and the School District agree as follows:

1. The School District acknowledges that, except as otherwise provided in the ordinances of AURORA and/or annexation agreements, AURORA is not obligated to cause the payment of money or the transfer of land to the School District. The School District hereby requests that AURORA does continue to so negotiate its annexation agreements so as to provide for appropriate developer contributions to the School District in accordance with the schedule of payments as shown on Exhibit A to Ordinance O2000-181 (hereinafter Attachment 1), which amounts have previously been determined to fairly and reasonably calculate the impact of development on school districts. The School District recognizes that AURORA may, at its sole discretion, amend its ordinances or annexation agreements or its practices to discontinue the payment of subdivision contributions to the School District.

2. That since AURORA has adopted Ordinance No. O2000-181 providing for contributions to the School District by owners, subdividers, and developers of land desiring to annex to AURORA, the School District agrees that in the event a lawsuit is filed against AURORA, the School District and/or others by a developer that is subdividing property, or by any other person, corporation or entity that challenges the appropriateness, amount, timing or any other aspect of a subdivision contribution that has been paid or is due to the School District pursuant to the terms of AURORA's ordinances, resolutions, or annexation agreements, then the School District agrees to pay any damages, judgments, amounts ordered to be refunded, and the costs and litigation expenses (including reasonable attorney's fees) incurred in defending such a lawsuit. As

a result of the indemnification provided under this Agreement, the School District shall name counsel and control the litigation. AURORA and the School District agree that pursuant to this Agreement, the School District is responsible for any liability which may attach to AURORA as a result of AURORA's distribution of land donations or cash in lieu thereof to the School District. In that regard, the School District agrees that it shall employ competent and skilled legal counsel to represent the School District and AURORA, and further covenants and agrees that it shall keep AURORA fully advised as to the progress and status of the litigation. More specifically, School District shall provide Aurora copies of all pleadings filed in the litigation and shall consult regularly (and shall cause its attorneys to consult regularly) with Aurora or its attorneys, as applicable, as to the strategy for defending the lawsuit. In no event may any litigation be compromised or settled by the School District without at least thirty (30) days' prior notice to AURORA. The School District hereby authorizes its officers to sign any and all such further documents as are necessary to effectuate the terms and conditions of this agreement.

3. In the event that a final and non-appealable judicial determination is made by a court of competent jurisdiction that contributions of land or money received by the School District are, in whole or in part, excessive, or otherwise unlawful or unenforceable, and either the School District or AURORA is ordered to return or repay such amounts, then the School District or AURORA (if AURORA is still holding such funds) shall promptly repay said amount to the person who procures such judgment together with all other amounts judged by the court to be owing either from the School District or AURORA.

4. On or before June 1 of each year, in the event the School District has received payments from AURORA under this Agreement, then the School District shall

submit a report to AURORA describing the manner in which the payments have been used. In the event any agreement between the School District and AURORA provides that money turned over to the School District is to be used for a specific purpose or within a specific time period, the report shall address such issues. If the School District fails to file such a report with AURORA, then AURORA may delay the payment of any additional funds due to the School District until such time as a full report containing adequate information is transmitted to AURORA.

5. This Agreement may be terminated by either party for any reason or no reason at all upon thirty (30) days' prior written notice to the other evidencing the intention to so terminate this Agreement. The termination of this Agreement shall not affect the continuing obligation of the School District to AURORA with regard to claims or damages allegedly arising out of AURORA's efforts prior to termination, or to AURORA's obligation to distribute or the actual distribution of subdivision contributions collected prior to the date of termination.

(SIGNATURE PAGES TO FOLLOW)

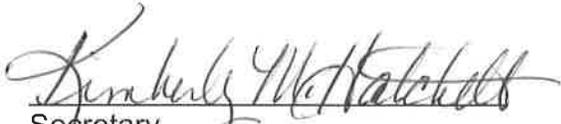
CITY OF AURORA

By: _____
Mayor

City Clerk

**EAST AURORA SCHOOL
DISTRICT #131**

By: 
Board President


Secretary

ATTACHMENT 1
Ordinance O2000-181 approved on 12/12/2000
