

Intergovernmental Agreement Shared Ethics Enforcement

This INTERGOVERNMENTAL AGREEMENT (Agreement) is entered into by and between the County of DuPage (County), Illinois, a body corporate and politic and the City of Aurora (City), Illinois a home rule municipal corporation, (collectively “the Parties”).

Recitals

WHEREAS, the Illinois Constitution and Illinois law provide that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State except as prohibited by law; and

WHEREAS, the State Officials and Employees Ethics Act (Act) requires governmental entities to adopt an ordinance or resolution that regulates, in a manner no less restrictive than the provisions of the Act, (i) the political activities of officers and employees of the governmental entity and (ii) the soliciting and accepting of gifts by and the offering and making of gifts to officers and employees of the governmental entity; and

WHEREAS, in compliance with the Act, the County adopted the DuPage County Ethics Ordinance of 2012 (DuPage Ordinance);

WHEREAS, in compliance with the Act and in the exercise of its home rule authority, the City has adopted an ordinance regulating the conduct of its officers and employees in a manner that is substantially similar to the regulations adopted by the County (Aurora Ordinance). A certified copy of the Aurora Ordinance is attached to and incorporated into this document Agreement as Exhibit A;

WHEREAS, in order to promote uniformity, efficiency, and consistency in the application of ethical standards and eliminate the need to duplicate resources and maintain an independent advisory and enforcement mechanism, the City desires to enter into an intergovernmental agreement with the County to utilize its Ethics Commission, Ethics Advisor and Investigator General (collectively the “County Ethics Officers”) to enforce the provisions of its ordinance; and

WHEREAS, the shared use of the County Ethics Officers will result in a conservation of public resources and enhanced transparency; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto hereby agree as follows:

Part 1 – Incorporation of the Recitals

Section 1.1 – Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

Part 2 – Ethics Adviser and Investigator General

Section 2.1 – Upon the effective date of this Agreement the County Ethics Adviser and County Investigator General now and hereafter appointed pursuant to the DuPage Ordinance shall become

the ex-officio Ethics Adviser and Ethics Investigator General of the City, respectively. They shall exercise the powers and duties set forth in the Aurora Ordinance.

Section 2.2 – Payment for Services and Expenses. The City shall be responsible for all expenses incurred by the Ethics Adviser and the Ethics Investigator General in the performance of their duties on behalf of the City. The Ethics Adviser and Ethics Investigator General shall provide the Corporation Counsel of the City with a detailed, itemized invoice for all services rendered to the City. When necessary, the Ethics Adviser and Ethics Investigator General shall also submit redacted copies of any invoice that contains information that may properly be exempted from disclosure under the Freedom of Information Act (FOIA).

Section 2.3 – Rate of Compensation for Services. An hourly rate of \$185.00 an hour, billed monthly at 1/10th hour increments, shall be the rate of compensation for the services of the Ethics Adviser and Inspector General.

Section 2.4 – Appointment as Special Counsel. The Corporation Counsel of the City may, in his or her discretion, appoint the Ethics Adviser or the Ethics Investigator General as special counsel for the City to the extent the Corporation Counsel believes such appointment may be necessary or convenient in the execution of their respective duties.

Part 3 – Ethics Commission

Section 3.1 – Generally. Upon the effective date of this Agreement, the DuPage County Ethics Commission now and hereafter appointed pursuant to the DuPage Ordinance shall be the ex-officio Ethics Commission of the City. The Commission shall exercise the powers and duties set forth in the Aurora Ordinance.

Section 3.2 – Reimbursement for Expenses. The City shall reimburse the County for the actual expenses incurred by the Ethics Commission and its members in the investigation or adjudication of any alleged violation of the Aurora Ordinance by any person subject to its jurisdiction.

Part 4 – Additional Terms

Section 4.1 – Indemnification. The City hereby releases and agrees that it shall indemnify and hold harmless the County and all of its present, former and future officers, including board members, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement to the extent authorized by law.

Section 4.2 - Covenant Not to Sue. The parties hereby covenant and agree that they shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, the other party or the other party's past, present or future officers, employee, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement to the extent authorized by law.

Section 4.3 - No Joint Venture. This Agreement shall not be construed in such a way that either party is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The

Parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

Section 4.4 - Records. All public records in the possession of the Ethics Adviser or Investigator General pertaining to matters arising from the Aurora Ordinance or involving the City's Officers or Employees shall be deemed to be records of the City for the purposes of FOIA and the Local Records Act.

Section 4.5 - Entire Agreement. This Agreement constitutes the entire agreement of Parties with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Parties with respect to the subject matter hereof.

Part 5 - Term

Section 5.1. - Term of Agreement. This Agreement shall become effective upon the effective date of the City of Aurora Ethics Ordinance (September 1, 2019), and ratification of this agreement by the Parties' respective corporate authorities. The Agreement shall remain in unless terminated in accordance with Section 5.2.

Section 5.2 - Termination of Agreement. Either Party may cancel this Agreement at any time upon thirty (30) day's written notice of such, authorized by the corporate authorities of the cancelling Party, directed to the chief executive officer of the other Party. However, any cancellation of this Agreement shall not be effective as to any investigation by the Investigator General or proceeding before the Ethics Commission pending at the time the cancellation is effective and such investigation or proceeding shall remain with the Investigator General or the Ethics Commission until concluded.

WHEREFORE, the Parties have signed and executed this Agreement as of the date written below.

COUNTY OF DUPAGE:

CITY OF AURORA:

Daniel J. Cronin
DuPage County Board Chairman

Richard Irvin
Mayor, City of Aurora

Attest: _____
Jean Kaczmarek
DuPage County Clerk

Attest: _____
Alexandra Voigt
City Clerk, City of Aurora

Date: _____

Date: _____

[Attachment List: Exhibit A - City of Aurora Ethics Ordinance]