

AGREEMENT BETWEEN THE CITY OF AURORA, ILLINOIS AND
THE SEIZE THE FUTURE ECONOMIC DEVELOPMENT FOUNDATION, INC.,
FOR THE PROVISION OF ECONOMIC DEVELOPMENT ACTIVITIES AND SERVICES

This AGREEMENT is entered this ____ day of May, 2022, between the City of Aurora, Illinois, an Illinois home rule municipal corporation (hereinafter referred to the as the “City”), with its principal office located at 44 E Downer Pl, Aurora, Illinois 60505 and the Seize the Future Development Foundation, Inc., an Illinois not-for-profit corporation (herein referred to as “Invest Aurora”), with its principal office located at 43 W Galena Blvd., Aurora, Illinois 60506.

RECITALS

WHEREAS, Article VII, Section 6 of the Illinois Constitution authorizes units of local government that are home rule units to exercise any exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare, except as limited by the Illinois Constitution or preempted by law in accordance therewith; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution expressly authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations, in any matter not prohibited by law or by ordinance and further permits units of local government to use their credit, revenues, and other resources to pay costs and to service debt related to activities which primarily serve a public purpose; and

WHEREAS, Invest Aurora was organized as the Seize the Future Development Foundation in 2005 in accordance with the Illinois General Not For Profit Corporation Act of 1986 for the specific purpose of promotions economic development within the corporate limits of the City of Aurora and has the capacity and expertise to assist the City in promoting and encouraging economic development activity therein; and

WHEREAS, Invest Aurora presently leases from the City at no cost certain office space located at 43 W Galena Blvd. in the City of Aurora; and

WHEREAS, the City and Invest Aurora have worked together since Invest Aurora’s founding to promote economic development activity within the City; and

WHEREAS, the City has determined it is in the public interest to continue its relationship with Invest Aurora, including its role providing funding for Invest Aurora’s economic development activities on the City’s behalf pursuant to this Agreement; and

WHEREAS, the City has reorganized its economic development personnel and has established an office of economic development, which will assume some of the functions presently within the scope of Invest Aurora work on behalf of the City, particularly within its downtown areas; and

WHEREAS, the City and Invest Aurora desire to continue and enhance their relationship and enter into a new Agreement reflecting the current goals, objectives, and missions of each entity and specifically define services that Invest Aurora will provide to compliment the economic development execution efforts of the City.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the City and Invest Aurora agree as follows:

1.0 Recitals Incorporated

1.1 The foregoing recitals are incorporated herein as if fully set forth.

2.0 Authority

2.1 Invest Aurora represents and warrants it is the real party in interest to this Agreement, it is not acting for or on behalf of an undisclosed party, and it possesses the legal authority to accept and perform the services required to execute this Agreement. Any person executing this Agreement on behalf of Invest Aurora shall, when required, provide written evidence of such person's legal authority to do so.

2.2 The City represents and warrants it has the legal authority to enter into this agreement. Any person executing this Agreement on behalf of the City shall when required provide written evidence of such person's legal authority to do so. Said evidence shall consist of a fully approved and executed ordinance or resolution of the City Council of the City authorizing this Agreement. Unless otherwise provided herein, the Mayor of the City shall possess full authority to administer all terms of this Agreement on behalf of the City.

3.0 Status of Personnel or Contracted Agents

3.1 All technical, clerical, or other personnel necessary for the performance of Invest Aurora's obligations under this Agreement shall be employees of Invest Aurora, or its contracted agents. They shall in all respects be subject to Invest Aurora's rules and regulations governing its employees. Neither Invest Aurora, its employees, nor its contracted agents, shall be considered agents or employees of the City.

3.2 The City, its officers, employees, and contractors, when acting pursuant to this Agreement are acting as City officers, employees, or contractors in their official capacity and not personally or as agents of Invest Aurora or any other entity.

4.0 Funding Grants and Office Space

4.1 The City shall provide Invest Aurora with an annual funding grant as set forth in Exhibit A to this Agreement. Unless otherwise specified herein, the grant shall be payable on a proportionate quarterly basis with the first payment due upon execution of this Agreement by the City. Subsequent quarterly payments shall be due, either in advance, or on or before the first day of the new quarter in the months of January, April, July, and October during the term of this Agreement. All payments shall be subject to and conditioned upon appropriation by the City Council of the City and authorized expenditure pursuant to law and ordinance. Except as otherwise provided for herein, the City's obligations shall cease immediately without penalties or liability for further payment if, in any fiscal year this Agreement is in effect, the City fails to appropriate, budget, or otherwise make sufficient funds available for this Agreement.

4.2 Payments to Invest Aurora under this Agreement shall be made payable in the name of Invest Aurora and, unless otherwise agreed to in writing by the City and Invest Aurora, directly deposited into a financial account maintained by Invest Aurora.

The executive director of Invest Aurora shall furnish to the City Treasurer written account and routing information for such deposits.

4.3 The annual funding provided for herein, shall be subject to annual adjustment. The quarterly disbursements shall be increased by one half of the increase in the consumer price index (CPI-U) for the Chicago, Naperville, Elgin area for the prior year or 3% whichever is lower, subject to annual appropriation by the City Council. Said increase shall take effect with the January disbursement each year.

4.4 As partial compensation for the services Invest Aurora agrees to provide to the City under the terms of this Agreement, the City shall provide for the use of Invest Aurora and its employees suitable office space and parking facilities (collectively "Office Space"). The City shall pay (or reimburse Invest Aurora for) any costs associated with Invest Aurora's Office Space, including electricity, gas, water, and broadband services so long as Invest Aurora elects to occupy Office Space in facilities owned or under the control of the City. The City's costs under this paragraph shall be itemized in the budget required by Section 8 of this Agreement. The City shall have the right, at its expense, to relocate the Office Space to another location under its ownership or control upon ninety (90) days notice. Notwithstanding the foregoing, Invest Aurora shall have the right to relocate its offices to a location not controlled by the City, but all expenses associated with its relocation, including, but not limited, to rent and utilities, shall be borne by Invest Aurora and the City shall have no further obligations to Invest Aurora under this Paragraph.

5.0 Invest Aurora's Organization and Staffing

5.1 Throughout the term of this Agreement, Invest Aurora shall remain registered to do business in the State of Illinois and remain in good standing with the Secretary of State as an Illinois not-for-profit corporation. It shall further remain registered with the Internal Revenue Service and comply with all regulations necessary to maintain tax exempt status under 26 USC 501(c)(3).

5.2 Throughout the term of this Agreement, Invest Aurora shall maintain provisions in its bylaws that (1) allow for its Board of Directors to consist of at least thirteen (13) members, (2) permit the Mayor of the City to serve as a member of its Board of Directors to represent the interests of the City on said Board; (3) provide that six (6) members of its Board of Directors shall be selected from a list of candidates recommended by the Mayor, which may include an officer or employee of the City approved by the City Council pursuant to the provisions of 50 ILCS 105/3(f) and 65 ILCS 5/31-55-10(g); (4) provide that at least six (6) members of the Board of Directors be elected from candidates broadly representing the business community in the City; (5) provide that the term of office shall be three (3) years for all members of the Board of Directors.

5.3 With the encouragement of the City, Invest Aurora has discussed expanding its Board of Directors, and the financial obligation requirement to Invest Aurora from members of the Board of Directors. Any expansion of the Board of Directors shall not affect the provisions of Paragraph 5.2 above. It is understood by the parties that within four (4) years of the execution of this Agreement, all members of the Board

of Directors will have a financial obligation requirement to serve on the Board of Directors.

- 5.4 Invest Aurora, through its board of directors, shall select and employ a president/CEO (“President”) to manage its day-to-day operations. Prior to engaging a President the Board of Directors shall consult with the Mayor, and seek the Mayor’s input and participation in the selection of a President. The terms of any employment agreement with the President or any other employee will be consistent with the terms of this agreement.
- 5.5 During the term of this Agreement, Invest Aurora, shall maintain a qualified and competent staff capable of providing all management and administrative services necessary to accomplish Invest Aurora’s services pursuant to this Agreement.

6.0 Term of Agreement

- 6.1 This Agreement shall commence on its execution by both parties, and remain in full force and effect for a period of three (3) years and shall automatically renew for two (2) additional one (1) year periods for a total of five (5) years unless terminated pursuant to Section 13.

7.0 Scope of Work

- 7.1 The core services to be supplied by Invest Aurora shall be as set forth in Exhibit B to this Agreement (hereafter referred to as the “Economic Development Activity”).
- 7.2 The Mayor may from time-to-time propose revisions to the Economic Development Activity to be performed by Invest Aurora for approval by its Board of Directors, which it shall not unreasonably withhold.
- 7.3 Invest Aurora shall not undertake any of the Economic Development Activity in a way which is in conflict with, or duplicative of, economic development activity conducted by the City. Invest Aurora shall not undertake any of the Economic Development Activity in those portions of the City zoned Downtown Core or Downtown Fringe without the express consent of the Mayor or as otherwise specified in Exhibit B.

8.0 Budget, Financial Disclosures, and Reports

- 8.1 Invest Aurora shall, on or before the first day of October of each year, submit its annual budget for the Economic Development Activity to the City (“Budget”). Invest Aurora’s Budget shall set forth the objects and purposes for which it seeks to use the funding provided by the City under this Agreement. The Budget shall include a balance sheet and project operating statement including customary line item expense detail. Invest Aurora shall further provide such information as the Mayor or City Treasurer may request regarding its Budget including all funding sources other than those provided by the City as well as anticipated or approved grant(s) or other funding mechanism(s) that may be available to businesses in Aurora as part of the Economic Development Activity. If Invest Aurora fails to submit a Budget in substantial conformity with this paragraph, the Mayor may, in his sole discretion, direct the City Treasurer to suspend further payments to Invest Aurora required under this Agreement until Invest Aurora complies with this paragraph.

- 8.2 Invest Aurora shall provide the City Treasurer with semiannual financial reports within thirty (30) days after the end of each six (6) month period ending December 1 and June 1. The reports shall include a detailed list of all City revenues received and expenditures incurred for the Economic Development Activity..
- 8.3 Invest Aurora shall conduct an annual audit by an independent audit/accounting firm licensed by the State of Illinois to conduct an audit in accordance with generally accepted auditing standards. Said audit shall include all income received by Invest Aurora from the City and all disbursements by Invest Aurora of City funds for the prior fiscal year. Invest Aurora shall provide a copy of the audit report to the City Treasurer within thirty (30) days of its receipt. Invest Aurora shall further submit to the City Treasurer a copy of the auditor's management comment letter.
- 8.4 The City's funding pursuant to this Agreement shall be restricted for use for the Economic Development Activities described in this Agreement and for none other. The annual financial report shall include a supplemental schedule reflecting the City's funding, summarizing the major classes of associated expenses, and presenting any residual balance.
- 8.5 Invest Aurora shall provide the Mayor with quarterly informational report(s) on its activities within thirty (30) days of the end of the three (3) month period ending on September 1, December 1, March 1, and June 1 of each year and such other reports as the Mayor or City Treasurer may reasonably request. Each quarterly report shall, at a minimum, include, an action plan articulating clear and measurable goals with defined metrics, milestones and timelines and detailing progress made towards previously articulated goals. Invest Aurora's annual reports which shall be due each January 1 shall include, but not be limited to, prospective economic development activity challenges to economic development in Aurora, local employment trends, coordinated efforts with other agencies and recommendations to improve the economic development climate within the City, supported by data and metrics. At the request of the Mayor, Invest Aurora's representative(s) shall attend meetings of the City Council or any of its committees to present its quarterly or annual reports.

9.0 Financial Records

- 9.1 At any time during the term of this Agreement, the City Treasurer shall have the right to examine Invest Aurora's financial records regarding the Economic Development Activity during regular business hours and subject to reasonable notice.
- 9.2 Invest Aurora is accountable for all City funds disbursed under this Agreement. Invest Aurora's financial management system shall be structured to provide for accurate, current, and complete disclosure of its expenditure of all funds provided to it by the City under this Agreement. Invest Aurora shall maintain effective control and accountability over all funds disbursed and equipment, property or other assets acquired with City-provided funds. Invest Aurora shall keep records sufficient to permit the tracing of funds to a level of expenditure adequate to ensure funds have not been unlawfully spent or spent contrary to the purpose or intent of this Agreement.

- 9.3 Invest Aurora acknowledges the requirements of the Local Records Act, 50 ILCS 205/ et. seq. as amended, and, pursuant thereto, shall maintain adequate books, records, and supporting documents to verify the amounts, receipts and uses of all funds disbursed in conjunction with this Agreement. Invest Aurora may dispose of such records only upon written notice by the Clerk of the City that permission therefore has been obtained in accordance with the Local Records Act. All books, records, and supporting documents related thereto shall be available for inspection by any duly authorized representative of the City and Invest Aurora agrees to fully accomplish such audit. Invest Aurora shall provide full access to all relevant materials and provide copies of the same upon request.
- 9.4 If any Economic Development Activity to be performed under this Agreement is to be subcontracted, Invest Aurora shall include in all subcontracts a provision that a duly authorized representative of the City shall have full access to and the right to examine any pertinent books, documents, papers and records of any subcontractor involving transactions related to this Agreement in accordance with the Local Records Act. Subcontractor shall maintain such records until such time as Invest Aurora is given written notice by the Clerk of the City that permission for the disposal of such materials has been obtained in accordance with the Local Records Act. Invest Aurora will advise the City of the intended use of any such subcontractor and solicit input prior to engagement.
- 10.0 Acquisition of Equipment
- 10.1 In the event Invest Aurora ceases to exist, all materials, equipment, and other personal property purchased with City funds shall become City property.
- 11.0 Unused Funds
- 11.1 Any unused funds provided by the City pursuant to this Agreement shall be maintained by Invest Aurora in a federally insured account and if said funds exceed insurance levels, Invest Aurora is required to provide for proper security of said funds in consultation with the City Treasurer.
- 11.2 In the event Invest Aurora ceases to exist, all unused funds provided by the City, including any interest earned on said funds, pursuant to this Agreement, except as exempted herein, shall be returned to the City.
- 12.0 Legal Compliance
- 12.1 In addition to compiling with the statutes and regulations specifically referenced in this Agreement, Invest Aurora is responsible for determining the applicability of and complying with any other law, ordinance, or regulation.
- 12.2 All federal and state laws, local ordinances, and any rules or regulations adopted pursuant thereto which are applicable to this Agreement shall be deemed to be incorporated into and made a part of this Agreement as if fully set forth herein. Except where expressly required by law, ordinance, or any rule or regulation adopted pursuant thereto, the City shall have no obligation to monitor Invest Aurora's compliance.

- 12.3 Invest Aurora certifies that it will comply with all applicable provisions of federal and state law, local ordinances, or any rule or regulation adopted pursuant thereto in the performance of this Agreement.
 - 12.4 Invest Aurora agrees to provide upon request of the City all documents regarding Economic Development Activity that are in Invest Aurora's possession or control as may be required by law.
- 13.0 Termination; Suspension
- 13.1 The City or Invest Aurora may terminate this Agreement for any reason or for no reason at all by giving written notice to the other party one (1) year in advance of termination.
 - 13.2 The City may terminate for cause without prior notice subject to the terms of the cure period below, in the event of Invest Aurora's material failure to perform in accordance with the terms hereof through no fault of the City. Prior to termination, the City shall notify Invest Aurora in writing of the existence of a breach of contract, detailing the breach, and providing a sixty (60) day cure period. If Invest Aurora does not cure the breach within sixty (60) days, the City may terminate the Agreement.
 - 13.3 Invest Aurora may terminate this agreement should the City fail to make the funding described in Exhibit A within sixty (60) days of the agreed upon funding date, unless the City's failure to provide funding is authorized by Paragraph 8.1
 - 13.4 Either party may terminate this Agreement if either party is restrained by federal or state law or by a court of competent jurisdiction from performing the provisions of this agreement. Notice of such termination, setting forth the specific basis, therefore, shall be in writing and transmitted to the other party by regular or electronic mail.
 - 13.5 The City's obligations under this Agreement shall cease immediately without penalty of further payment being required if, in any fiscal year, the City failed to budget, appropriate, or otherwise make available sufficient funds for this Agreement. In the event a lack of funding occurs in full or in part, the City shall give Invest Aurora written notice setting forth the effective date of the full or partial termination of the Agreement, or if a change in funding is required, setting forth the change in funding and the changes in the approved budget. Notwithstanding anything contained herein to the contrary, in the event of the termination or suspension of funding, Invest Aurora shall not be required to continue to provide services to the City. In the event of a reduction or temporary suspension of funding, Invest Aurora may identify services that will not be supported because of the reduction.
 - 13.6 If the City terminates this Agreement, Invest Aurora shall not incur any costs or new obligations after the date of termination. Invest Aurora shall make all reasonable efforts to terminate as many of its current obligations as possible.
 - 13.7 The City shall allow full credit to Invest Aurora and shall reimburse Invest Aurora for any obligations properly incurred pursuant to this agreement by Invest Aurora prior to termination. (Note: employment agreement(s) should dovetail with this agreement). The City specifically agrees that upon termination as provided herein, the City will pay to Invest Aurora the remaining salary and benefits due to the

President of Invest Aurora to the end of the of the President's contract or one (1) year from the date of termination, whichever is shorter.

14.0 Indemnification and Insurance

- 14.1 Invest Aurora shall hold harmless and indemnify the City, its elected and appointed officers, employees, and agents from any and all claims, suits, actions, costs and fees, including but not limited to, attorneys' fees, interests and expenses, growing out of or related to Invest Aurora's performance of this Agreement or because of any act or omission, neglect or misconduct of the Invest Aurora, its officers, directors, employees, agents, volunteers, sub recipients, independent contractors or subcontractors. In the event any demand or claim relating to this Agreement is known to the City, it shall promptly notify Invest Aurora in writing in an expedient manner.
- 14.2 Invest Aurora, at its expense, shall secure and maintain in effect throughout the duration of this Agreement insurance with the limits set forth in Exhibit C. Invest Aurora shall furnish certificates of insurance to the City prior to any City funds being released pursuant to this Agreement. All insurance policies shall be written by insurance companies licensed to do business in the State of Illinois which have a rating not less than A according to the latest edition of the A.M. Best Company or as otherwise set forth in Exhibit C.
- 14.3 Neither by indemnification nor insurance does the City waive any privilege or immunity that may be available to it by law.

15.0 Non-Assignment and Successors to Interest

- 15.1 This Agreement shall not be assigned or transferred by either party hereto without the express written agreement of the other party.
- 15.2 The parties each bind themselves and their successors, and assigns, to the other party of this Agreement and to the successors, and assigns, of such other party in respect to all covenants of this Agreement.
- 15.3 Nothing herein shall be construed as creating any personal liability on the part of any officer, director, agent or employee of either party, nor shall it be construed as giving and right or benefits here under to anyone other than the City and Invest Aurora.

16.0 Modification and Amendment

- 16.1 This Agreement may only be amended by a written instrument as set forth herein or otherwise signed by the parties hereto, other than modifications required by changes in federal or state law, local ordinances, or rules and regulations adopted pursuant thereto. No amendment or modification shall be valid or enforceable unless in writing and signed by the authorized representatives of the parties.

17.0 Conflict of Interest

- 17.1 Invest Aurora shall establish and follow policies prohibiting its officers, directors, agents, and employees from using City funds for private purposes.
- 17.2 No City officer or employee may be hired or paid with funds derived directly or indirectly through this Agreement. No City officer or employee may be directly or

indirectly financially interested in his or her own name or that of another in this Agreement or any contract let by Invest Aurora.

17.3 Except for the exclusive purpose of representing the interests of the City on Invest Aurora's Board of Directors as authorized by law and contemplated by this Agreement, no City officer or employee shall serve as an officer or director of Invest Aurora during his or her service as an officer or employee of the City.

18.0 Governing Law and Venue

18.1 This Agreement shall be governed and construed by the laws of the State of Illinois. The parties agree that the exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

19.0 Required Notices or Reports

19.1 Any notices, reports, records or documents required by the terms of this Agreement shall be deemed sufficiently delivered if reduced to writing and sent by first class mail or personal service to:

If to the City:

City of Aurora
Attention: Mayor
44 E. Downer Place
Aurora, Illinois 60506

If to Invest Aurora:

Invest Aurora
Attention: President
43 West Galena Blvd.
Aurora, Illinois 60506

19.2 Either party may change its address for receiving notice by giving notice thereof in conformity with this Section.

20.0 Entire Agreement

20.1 This Agreement represents the entire agreement between the parties with respect to the subject matter thereof, to wit: the general nature of the relationship between the City and Invest Aurora. This Agreement supersedes all previous agreements and all communications or understandings, whether oral or written with regard to its subject matter.

21.0 Savings Clause and Construction of Terms

21.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect

21.2 The parties have been represented by legal counsel in the drafting, negotiation and review of this Agreement. The parties waive the application of any rule of Law

which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose legal counsel) prepared the executed agreement or any earlier draft of the same.

CITY OF AURORA
an Illinois Municipal Corporation

Seize the Future Development Foundation
an Illinois not for profit corporation

By: Richard Irvin, Mayor

By: Don Pilmer, Chairman of the Board

ATTEST

ATTEST

By: Jennifer L. Stallings, City Clerk

By: Bryan Gay, President/CEO

Exhibit A – Fees

In consideration for Invest Aurora providing the services and resources as detailed in this Agreement, the City shall remit \$148,701.57 to Invest Aurora on a quarterly basis, payable during January, April, July, and October each year beginning in July of 2022.

Notwithstanding the foregoing paragraph, the City agrees that upon execution of this Agreement, the City shall make a one-time payment of \$198,268.76 to Invest Aurora as compensation for services rendered (or to be rendered) by Invest Aurora to the City from March 1, 2022, through June 30, 2022. The Parties further acknowledge that no additional compensation or remuneration is owed by the City or will be paid to Invest Aurora under any previous agreement between the Parties or extension thereof.

Exhibit B
Economic Development Activity

This scope of work is the Economic Development Activity Invest Aurora will be performing and supersedes all previous economic development activity or contractual agreements between the City and Invest Aurora. Programs or initiatives previously managed or organized by Invest Aurora under previous documents which are not set forth herein are no longer within the scope of Invest Aurora's Economic Development Activity responsibilities. Upon the effective date of this Agreement, Invest Aurora shall perform the Economic Development Activity set forth herein on the City's behalf. Effective upon the approval of this Agreement, the Economic Development Activity to be provided by Invest Aurora are as follows:

1) City Wide Data Collection

- a) Invest Aurora shall organize, categorize and maintain an easily accessible, searchable, professional, current database with an initial focus on vacant and available spaces, but will expand to service the economic development needs of the City and shall promptly share such information with the City.
- b) Within 30 days of execution of this Agreement, Invest Aurora will submit to the Mayor for the Mayor's approval a detailed city-wide data collection plan that includes roles, responsibilities, and processes for updating and maintaining the data, and process for distributing the data. Invest Aurora shall make reasonable efforts to incorporate suggestions made by the Mayor to focus its collection efforts on any target certain neighborhoods, industries, or land uses.
- c) The data collection plan shall further include:
 - i) The identification of opportunities for data collection,
 - ii) An outline of key objectives,
 - iii) Details of the proposed collection (including finances, coordination, logistics resources and design) and;
 - iv) Methodology for data analysis and interpretation.

2) City Wide Business Retention and Expansion (BRE) Planning

- a) Within 30 days of the execution of this Agreement, Invest Aurora will submit to the Mayor a plan for business retention and expansion.
- b) The BRE Plan shall include:
 - i) A proposed framework, include alignment with the Mayor's Office of Economic Development (MOED), chambers of commerce, and other resources;
 - ii) Establishment of a program lead and responsibilities including database management referred to above and marketing referred to below);
 - iii) A detailed process for communicating with businesses;
 - iv) A determination of program frequency;
 - v) Proposed methodology, including a recommendation as to whether to administer questionnaires electronically, by mail or in person;
 - vi) Fully developed program objectives and metrics which are measurable, actionable and achievable;

- vii) A discussion of data management, including an analysis as to whether a database designed for this purpose is superior to commercially available customer relationship management (CRM) software;
- viii) Detailed methodology for BRE follow up; and
- ix) An outline of how Invest Aurora will work with the City to publicize program successes in the community.

3) Business Attraction Plan

- a) Utilizing the results of its data collection obligations, Invest Aurora shall translate the findings into a strategy that identifies companies that match City assets and development goals.
- b) Invest Aurora shall complete and submit to the Mayor a business attraction plan within 60 days of the execution of this Agreement.

4) City Wide Marketing Program

- a) The City, with input and assistance from Invest Aurora is responsible for conceptualizing, strategizing and overseeing the execution of the City's marketing initiatives Invest Aurora shall utilize these marketing materials for the purpose of enhancing its overall marketing efforts as defined herein. Invest Aurora can tailor the City's messaging based on the variety of functions that are being performed.
- b) Invest Aurora shall coordinate its marketing approach and campaign primarily with the Mayor's Office of Community Affairs (MOCA) and in concert with the Mayor's Office of Economic Development (MOED), or a successor department charged with similar responsibilities.
- c) Except as provided in paragraph d below, Invest Aurora shall devote its marketing efforts under this Agreement to all areas within the City outside of those areas zoned as Downtown Core or Downtown Fringe districts as those districts are defined and reflected in the Zoning Ordinance and the Zoning Map of the City.
- d) At the request of the Director of MOED, Invest Aurora shall supplement the City's marketing efforts within the Downtown Core or Downtown Fringe districts, or at the Director's direction, provide businesses located within such areas with relevant data or materials or otherwise supplement the marketing efforts of MOED.

5) Industrial Projects

- a) Invest Aurora will lead the City's industrial outreach and execution efforts (execution in other areas will remain with MOED) including all business retention and attraction programs including working closely with State, County and other jurisdictions to package optimum programs that benefit new or existing industrial businesses.
- b) Invest Aurora shall organize and conduct industrial broker tours at least twice a year.

6) County/State Incentive Programs + Utility Programs

- a) Invest Aurora will actively monitor all grant or incentive opportunities available through State and local governmental entities and communicate key action items to the City;
- b) Invest Aurora will maintain positive relationships with any utilities serving the City, including ComEd and NICOR, as well as with the Burlington Northern Santa Fe Railroad (BNSF), to identify and facilitate opportunities for cooperation and coordination.
- c) Invest Aurora will evaluate and respond to all requests from the State of Illinois (Illinois Department of Economic Opportunity and other statewide agencies) regarding requests for proposals to maintain, expand and/or relocate business within the jurisdiction of the City. Invest Aurora will advise the City as to these requests on an ongoing basis and which opportunities are being pursued; The City will lend assistance of these matters on an as needed basis.

7) Special Projects

- a) Invest Aurora will work with the City on special projects specifically requested by the City on an as needed basis subject to availability of Invest Aurora staff and other resources. As directed by the City, special projects may include a variety of assignments including, but not limited to, city-wide commercial attraction and retention. Invest Aurora will coordinate on special projects with the Mayor's Office and MOED to ensure high quality, desirable uses that fit into appropriate locations based upon City plans, studies and reports, and following all zoning requirements.

Exhibit C –Insurance Requirements

The limits of liability for the insurance required by this Agreement shall provide coverage for not less than the following amounts, or grater where required by law.

(A) Commercial General Liability:

- i. Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Board from Property Damage, Contractual and Personal Injury
- ii. Limits
 - General Aggregate \$1,000,000.00
 - Each Occurrence \$2,000,000.00
 - Personal Injury \$1,000,000.00
- iii. Coverage is to be written on an “occurrence” basis.
- iv. Cover all claims arising out of Invest Aurora’s operations or premises, anyone directly or indirectly employed by Invest Aurora, and Invest Aurora’s obligations under indemnification under this Agreement.

(B) Workers’ Compensation:

Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project, and if case work is sublet, the consultant shall require each of its subcontractors similarly to provide workers’ compensation insurance. In case employees engaged in hazardous work under this contact at the site of the project are not protected under the workers’ compensation statute, the consultant shall provide, and shall cause each of its subcontractors to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

- i. Coverage to include all owned, hired, non-owned vehicles and/or trailer and other equipment required to be licensed.
- ii. Limits
 - Combined Single Limit \$1,000,000.00

(D) Umbrella:

- Limits
 - Each Occurrence/Aggregate \$2,000,000.00

(E) The City of Aurora shall be named as a primary non-contributory additional insured on all insurance policies except Workers’ Compensations.