

**AGREEMENT BETWEEN FOX METRO WATER RECLAMATION DISTRICT  
AND THE CITY OF AURORA  
FOR GENERAL SERVICES AND COOPERATION ON VARIOUS PROJECTS**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between FOX METRO WATER RECLAMATION DISTRICT, a unit of local government (hereinafter referred to as “DISTRICT”), and the CITY OF AURORA, an Illinois home rule municipal corporation (hereinafter referred to as “CITY”);

**RECITALS**

WHEREAS, the CITY has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the 1970 Illinois Constitution (Article VII, Section 10) and 5-ILCS 1992 Sec. 220/1-220/9, provide authority for intergovernmental cooperation and intergovernmental agreements; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, Section 5 of “Intergovernmental Cooperation Act”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, there is a mutual benefit of combining resources for the purpose of reducing costs for various projects and services to the CITY and DISTRICT;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OTHER MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

- 1.0 That DISTRICT and CITY agree to share resources as necessary to best serve residents of the DISTRICT and the CITY. This may include staff, equipment and/or jointly bidding projects to obtain economy of scale pricing.
- 2.0 This Agreement shall be valid for a period of five (5) years from the date of execution of this Agreement. The CITY and the DISTRICT shall have the option to extend the terms of this Agreement, by mutual consent, under the same terms and conditions of this Agreement.
- 3.0 The CITY agrees that for all JULIE locates called in, for any parcel located within the City of Aurora, they will locate all DISTRICT interceptors.
- 4.0 The DISTRICT agrees to pay the CITY, for all associated costs and expenses incurred by the CITY, based upon the services provided.
- 5.0 The CITY agrees to pay the DISTRICT for all associated costs and expenses incurred by the DISTRICT, based upon the services provided.
- 6.0 That DISTRICT covenants that all employees related to the performance of duties under the terms and conditions of this paragraph will be properly covered by all workmen's compensation and other insurance as required by law.
- 7.0 That CITY covenants that all employees related to the performance of duties under the terms and conditions of this paragraph will be properly covered by all workmen's compensation and other insurance as required by law.
- 8.0 To the extent expressly permitted by state law, the DISTRICT agrees to indemnify and hold harmless the CITY, its officers, agents and employees from and against all liability including costs and expenses for the activities of the CITY, excluding those costs and expenses arising from the negligence or misconduct of the CITY its officers, agents or employees, during the performance of this AGREEMENT.
- 9.0 To the extent expressly authorized by state law, the CITY agrees to indemnify and hold harmless the DISTRICT, its officers, agents and employees from and against all liability including costs and expenses for the activities of the DISTRICT, excluding those costs and expenses arising from the negligence or misconduct of the DISTRICT, its officers, agents or employees, during the performance of this AGREEMENT.
- 10.0 Notices: Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified Mail, postage prepaid and return receipt requested, as follows:

For the City of Aurora:      City of Aurora

Law Department  
44 East Downer Place  
Aurora, IL 60507-2067

With a copy to: City of Aurora  
Engineering Division  
44 East Downer Place  
Aurora, IL 60507-2067

For Fox Metro Water Reclamation District:  
Fox Metro Water Reclamation District  
682 State Route 31  
Oswego, IL 60543  
Attn: Judith Sotir, President

With a copy to: David Silverman  
Attorney for Fox Metro Water Reclamation District  
822 Infantry Dr., Suite 100  
Joliet, IL 60435

or such addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this paragraph.

10.0 Miscellaneous:

- A. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenants, agreement or condition, but the same shall continue in full force and effect.
- B. Where DISTRICT approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the respective parties unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met, unless such requirements are inconsistent with this Agreement.
- C. Where CITY approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the respective parties unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met, unless such requirements are inconsistent with this Agreement.

- D. Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.
- E. The Mayor and President and City Clerk and District Clerk of the respective parties hereby warrant that they have been lawfully authorized by the governing boards of the respective parties to execute this Agreement. The parties shall, upon request, deliver to each other at the respective time copies of all resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective parties.
- F. This Agreement sets forth all the promises, inducements, agreements, conditions or understanding between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law, reduced in writing and signed by them.
- G. This Agreement may be executed in two (2) or more counterparts, each of which, taken together, shall constitute one and the same instrument.
- H. In the event of any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party in default or violation, which notice shall be in writing and shall specify the particular violation or default. The parties reserve the right to cure any violation of this Agreement or default hereunder within sixty (60) days following written notice of such default unless such default is a monetary default in which event such monetary default must be cured within thirty (30) days. If such default is so cured within said applicable cure period, all terms and conditions of this Agreement shall remain in full force and effect. If the party in default cannot cure a non-monetary default or violation hereof within said sixty (60) day period, then the other party shall grant a reasonable extension of the cure period, said extension not to exceed sixty (60) days, provided that the party in default or violation is diligently pursuing completion and/or cure and tenders proof of such diligence to the non-defaulting party upon request. The non-defaulting party may, at its sole discretion, grant such additional extensions beyond the aforementioned sixty (60) day extension period as may, in the sole discretion of the non-defaulting party, be reasonably necessary to cure said default.
- I. 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

- J. If any provision of this Agreement is held invalid by a court of competent jurisdiction, or in the event such a court shall determine that either party does not have the power to perform any such provision the entire Agreement shall be null and void.
- K. The CITY and the DISTRICT agree that neither shall bring any suit or any other legal proceeding of any nature whatsoever to contest the validity of this Agreement or any portion thereof. In the event any third party challenges the validity of this Agreement, the City will defend any such lawsuit and the parties will share equally in cost thereof.
- L. The DISTRICT acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the CITY 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 within two (2) business days of the request being made by the CITY. The undersigned agrees to indemnify and hold harmless the CITY 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 under this agreement.
- M. The City acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the District 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 District within two (2) business days of the request being made by the CITY. The City agrees to indemnify and hold harmless the District 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 District under this agreement.

IN WITNESS WHEREOF, the parties hereto have had their duly authorized officers execute this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

City of Aurora  
An Illinois Municipal Corporation

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

Fox Metro Water Reclamation District,  
A duly organized Illinois Sanitary District

ATTEST:

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Assistant District Clerk

## ACKNOWLEDGMENTS

STATE OF ILLINOIS)  
  )SS  
COUNTY OF KANE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Richard Irvin, personally known to me to be the Mayor of the City of Aurora, and Wendy McCambridge, personally known to me to be the City Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2025.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
  )SS  
COUNTY OF KENDALL)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Judith Sotir, personally known to me to be the President of Fox Metro Water Reclamation District, and Thomas Muth, personally known to me to be the Assistant District Clerk of said Illinois sanitary district, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and District Clerk, they signed and delivered the said instrument and caused the corporate seal of said Illinois sanitary district to be affixed thereto, pursuant to authority given by the Board of Trustees of said Illinois sanitary district, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois sanitary district, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2025.

\_\_\_\_\_  
Notary Public