

**AGREEMENT BETWEEN FOX METRO WATER RECLAMATION DISTRICT
AND THE CITY OF AURORA
FOR THE
PERFORMANCE OF WATER CONNECTION INSPECTIONS**

THIS AGREEMENT, made and entered into this ____ day of _____, 2020 by and between FOX METRO WATER RECLAMATION DISTRICT, a unit of local government (hereinafter referred to as "DISTRICT"), and the CITY OF AURORA, a 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, as part of the sanitary sewer service connection process, the DISTRICT has performed inspections for over forty (40) years in an ongoing effort to assure quality work within the boundaries of the DISTRICT, thereby protecting property owners and the DISTRICT; and

WHEREAS, currently, on behalf of the CITY, the DISTRICT is performing inspections of potable water service connections at the same locations, on the same date and time. Therefore, to prevent duplication of service, reduce costs, streamline service and utilize personnel effectively it is in the best interest of the parties hereto to provide for an inspection program by DISTRICT to CITY.

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

- 1.0 That DISTRICT agrees to perform inspections of potable water service connections on behalf of, and as agents for, CITY for all water service connections, including repairs of existing water services, and hydrant leads located within CITY.

- 2.0 That DISTRICT covenants that all inspections to be made in accordance with this Agreement shall be made by a State of Illinois licensed plumbing inspector and pursuant to the Illinois Plumbing Code and any other provisions as directed by CITY.
- 3.0 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.
- 4.0 That CITY agrees to pay DISTRICT each month quarter from the date hereof, based upon the inspections made at the amount of thirty dollars (\$30.00) per inspection of a water service connection (including repair of an existing water service) or hydrant lead. If the CITY and the DISTRICT opt to extend the terms of this Agreement beyond January 1, 2025, the inspection fee shall be increased to thirty five dollars (\$35.00) per inspection. If the CITY and the DISTRICT opt to extend the terms of this Agreement beyond January 1, 2030, the inspection fee shall be increased to forty dollars (\$40.00) per inspection.
- 5.0 That the parties agree that DISTRICT shall act as agent for CITY in enforcing the ordinance of CITY with respect to said water service connections or repairs or hydrant leads. In the event, in accordance with the policies of CITY, that violations are cited and enforced by DISTRICT, DISTRICT is hereby authorized to collect the customary administrative fines imposed therefore which shall be retained by DISTRICT to defray costs of collection and enforcement. DISTRICT shall monthly advise CITY of any such collections made pursuant to violations of the ordinances of CITY. Any violations of the ordinances of CITY which require legal action for enforcement shall be referred to CITY for enforcement.
- 6.0 The parties agree that in the event any contractor requires an inspection without twenty four (24) hour notice, fails to cancel, reschedule or in any other way delay inspections, or cause the need of re-inspection, the DISTRICT shall retain the right to charge said contractor as the policy of DISTRICT provides.
- 7.0 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.
- 8.0 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.

- 9.0 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: Ingemunson Law Offices Ltd.
 Attorney for Fox Metro Water Reclamation District
 759 John Street, Suite A
 Yorkville, IL 60560

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 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.

- C. Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.
- D. 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.
- E. 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.
- F. This Agreement may be executed in two (2) or more counterparts, each of which, taken together, shall constitute one and the same instrument.
- G. 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.
- H. 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.

- I. 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.

IN WITNESS WHEREOF, the parties hereto have had their duly authorized officers execute this Agreement as of the _____ day of _____, 2020.

City of Aurora
An Illinois Municipal Corporation

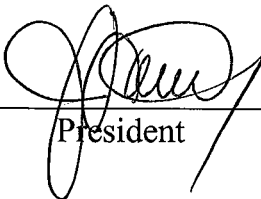
ATTEST:


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.

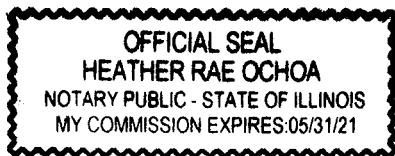
GIVEN under my hand and official seal this _____ day of _____, 2020.

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 16th day of April, 2020.





Notary Public