

INTERGOVERNMENTAL AGREEMENT FOR COLLABORATION ON GRANTS

This INTERGOVERNMENTAL AGREEMENT FOR COLLABORATION ON GRANTS, including any exhibits attached hereto, (collectively, “this Agreement”), is made and entered into as of December 1, 2017, but actually executed by each of the undersigned municipalities on the dates set forth between the respective signatories of their duly authorized officers below, by and between the City of Aurora, Illinois (“Aurora”) and the City of Naperville, Illinois (“Naperville”).

RECITALS

Whereas, the Cities of Aurora and Naperville (collectively “the Cities), respectively are home rule units of local government under and pursuant to Section 6 of Article VII of the Constitution and State of Illinois and have the authority to exercise any power and perform any function pertaining to their government and affairs, including, but not limited to, the power to regulate for the protection of the public health, safety, welfare, and morals; and

Whereas, Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act provide further authority for the Cities to obtain or share services, and to exercise, combine, or transfer any power or function not prohibited by law; and

Whereas, the Cities have collaborated in the past to apply for and receive grant funds from various federal, state and local sources; and

Whereas, the Cities jointly applied for a Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA) grant without any requirement for either City to appropriate matching funds upon award of the grant; and

Whereas, the City of Aurora was the recipient of a CCTA grant awarded on September 12, 2017 for the Aurora-Naperville Region; and

Whereas, the Cities have agreed to share the CCTA grant funds in accordance with the guidelines set forth on Exhibit “A” ; and

Whereas, the Cities respectively intend to vest certain of their officers and employees with the authority from time-to-time to act on behalf of their respective corporate authorities for the purposes and under the terms and conditions set forth herein.

Now, therefore, in consideration of the matters set forth above, the agreements, covenants, representation and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Cities hereby acknowledge, the Cities hereby covenant, represent and undertake as follows:

Article I. In General.

Section 1.01 Recitals Incorporated. The above-listed recitals are incorporated and made a part of this Agreement as if fully set forth herein.

Section 1.02 General Definitions. Unless the context hereof clearly indicates otherwise, the capitalized words, terms and phrases defined in the recitals and preambles hereto and elsewhere herein shall have the same meanings for all purposes of this Agreement.

Article II. Grant Agreement

Section 2.01 Duty to Cooperate. The Cities hereby agree to be bound by the requirements of the grant described in Exhibit A of this Agreement and to allocate their respective responsibilities, objectives, and duties with respect to the grant in accordance with its provisions and the conditions set forth in Exhibit A.

Section 2.02 Authority of Officers and Employees. All officers and employees of the respective Cities are authorized and directed by their corporate authorities to perform such lawful duties as may be required to implement this Agreement and to fulfil the responsibilities, objectives and duties with respect to the grant described in Exhibit A of this Agreement.

Article III. Miscellaneous

Section 3.01 Notices and Communications. The Cities shall direct all notices, demands, requests for reimbursements or other communications under or in respect to this Agreement in writing and as follows unless a grant agreement executed pursuant to this Agreement specifically provides otherwise:

- (a) If to the City of Aurora, at the City of Aurora, 44 E. Downer Pl, Aurora, IL 60506, Attn: Chief Management Officer, with a copy to the Corporation Counsel; and
- (b) If to the City of Naperville, at the City of Naperville, 400 S Eagle St., Naperville, IL 60540, Attn: City Manager, with a copy to the City Attorney.

Section 3.02 Illinois Law. This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois. All grant agreements entered pursuant to this Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

Section 3.03 Liability. Each City shall at all times be responsible for any and all of its own liabilities, obligations to indemnify as required by law, employee benefits, wage and disability payments, pensions and workers' compensation claims, and damages. No provision of this Agreement shall be construed to be an agreement to alter the manner in which liability for an injury resulting arising from or related to this Agreement or any grant agreement thereunder is to be allocated or shared between the Cities or an agreement by one City to provide indemnification or contribution to the other under Article VII of the Local Governmental and Governmental Employees Tort Immunity Act.

Section 3.04 Written Modification. This Agreement nor any provisions hereof may be change, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by the City Council of each City.

Section 3.05 Counterparts. This Agreement entered pursuant to this Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto where upon the same instrument.

Section 3.06 Effective Date and Term. This Agreement shall become effective upon its execution and delivery by both Cities and shall remain in effect for the duration of the grant, or three (3) years unless one City provides written notice to the other of its intent to cancel from the Agreement. Cancellation of this Agreement shall occur immediately or whenever each City performs all of the duties owed to the other under the grant agreement.

Section 3.07 Entire Agreement. This Agreement constitutes the entire agreement of the Cities on the subject matter hereof. Each City represents, warrants, covenants, and agrees that no representation, warranty, covenant or agreement shall be binding on either party unless expressed in writing herein, by a written modification, or pursuant to a grant agreement made pursuant to Article II that conforms to this Agreement.

IN WITNESS WHEREOF, the City of Aurora and the City of Naperville have each caused this Agreement to be executed by the proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

CITY OF AURORA, KANE, DUPAGE
KENDALL, AND WILL COUNTIES, ILLINOIS

CITY OF NAPERVILLE, DUPAGE
AND WILL COUNTIES, ILLINOIS

BY:

BY:

Richard C. Irvin, Mayor of Aurora

Steve Chirico, Mayor of Naperville

ATTEST:

ATTEST:

Wendy McCambridge, City Clerk

Pam Gallahue, City Clerk

Date: _____

Date: _____

Intergovernmental Agreement for Grant Funds Allocation

Between the City of Aurora and the City of Naperville

Exhibit A

Name of Grant:	Fiscal Year (FY) 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA) awarded September 12, 2017		
Awarding Agency:	Federal Emergency Management Agency, United States Department of Homeland Security		
Agreement Number:	EMW-2016-GR-00114-S01		
Purpose of Grant:	The City of Aurora and the City of Naperville Emergency Management Agencies agreed to apply for the grant use the funds for program development, critical infrastructure assessments, development of common operating practices relating to Complex Coordinated Terrorist Attacks, improvements to both cities' Continuity Of Operations Plans and to pay for Overtime and Backfill for hours related to training and program development. The grant was jointly prepared as the Aurora-Naperville Region grant proposal.		
Matching Funds Required:	\$0	Recipient City:	City of Aurora
Total Grant Award:	\$1,373,809.00	Grant Duration:	3 years
Funds to be Allocated for Aurora's Benefit:	50%*	Funds to be Allocated for Naperville's Benefit:	50%*
Other Conditions of Agreement:	*The City of Aurora will receive the funds from FEMA which shall be spent equally between the two Cities to complete the grant project, however funds designated for personnel purposes will be allocated 60% to Aurora and 40% to Naperville. The City of Naperville will submit the appropriate documentation to the City of Aurora Finance Department for Naperville employees that worked overtime or backfill for grant-related purposes. The Finance Director/City Treasurer of the City of Aurora is specifically directed and authorized to transfer funds or pay invoices attributable to the City of Naperville as required to fulfil the requirements of the grant.		