

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
OSWEGO AND THE UNITED CITY OF YORKVILLE REGARDING JOINT  
EMPLOYMENT OF A PURCHASING MANAGER**

This Agreement is entered into this 22 day of June, 2021, by and between Village of Oswego (“OSWEGO”) and the United City of Yorkville (“Yorkville”), collectively referred to as the “parties.”

**WHEREAS**, OSWEGO is a home rule unit of local government organized and existing under the laws of the State of Illinois; and,

**WHEREAS**, Yorkville is a non-home rule unit of local government organized and existing under the laws of the State of Illinois; and,

**WHEREAS**, in addition to other powers possessed by the parties, this Agreement is entered into pursuant to Article VII of the Illinois Constitution and pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, *et. seq.*

**WHEREAS**, the parties wish to share the services of a Purchasing Manager who will investigate joint purchasing opportunities to streamline and manage purchasing for both communities; and,

**WHEREAS**, a employing a professional Purchasing Manager is intended to result in cost savings that exceed the cost of the Purchasing Manager; and,

**WHEREAS**, OSWEGO agrees to employ the Purchasing Manager Yorkville will share fifty percent (50%) of all costs associated with the employment of Purchasing Manager.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by the parties as follows:

**1. RECITALS**

The parties acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are hereby incorporated into this Agreement as if fully set forth in this Section 1.

**Employment**

The payment of wages to the employee and the accounting of liability and payment for all employment related taxes, insurance costs and benefit costs shall be the responsibility of OSWEGO.

**Joint Hiring of Individual**

The parties agree to jointly hire a Purchasing Manager through normal job posting avenues to be decided by the Oswego Administrator. OSWEGO will draft an advertisement and post the position. The Oswego

Administrator and the Yorkville Administrator, or their designee, will jointly select potential candidates and both parties will be present for any interviews with prospective employees. The decision to select a prospective employee will be jointly made by the Oswego Administrator and Yorkville Administrator, or their designee.

### **Cost Sharing**

OSWEGO and YORKVILLE agree to share evenly (fifty percent to each) all costs related to the wages, costs, and benefits for the employee. Costs shared shall include the hourly pay, reimbursements, payroll taxes, workers compensation insurance, the cost of payroll services, insurance and benefits including, health, life, dental and retirement benefits. OSWEGO shall perform or cause to be performed, as part of OSWEGO's role as employer, all federal, state and local employment withholding and tax reporting obligations. OSWEGO shall also provide payroll service to the employee and cover the employee under a workers compensation insurance policy that meets all applicable laws and statutes and is issued by an Illinois licensed insurer. Said costs shall be paid in full by OSWEGO and upon receipt of proper documentation, reimbursed at fifty percent by YORKVILLE to OSWEGO as invoiced by OSWEGO.

OSWEGO will provide for all typical offices supplies, specialized supplies, equipment and technology purchased for the purpose of managing purchasing process as agreed by OSWEGO and YORKVILLE and shared evenly. Costs incurred to provide services for either municipality and without the agreement of the other municipality shall be fully paid for by the municipality receiving the services.

The rate of pay and budget for professional development training, memberships and resources will be agreed to between the Village Administrators or designees of OSWEGO and YORKVILLE. The employee shall be employed in accordance with the OSWEGO Personnel Policies Manual and other policies applicable to similarly situated employees in OSWEGO. The Purchasing Manager shall have no entitlement to compensation or benefits applicable to employees of YORKVILLE and shall not be subject to YORKVILLE's personnel policies and practices. Additional costs not specifically outlined in this agreement will be discussed and agreed to between the Village Administrators or their designees.

If the required reimbursement payments are not made for any month due, Oswego will give notice to Yorkville and provide 30 days to cure. If the payment is not made within the time frame, the intergovernmental agreement is terminated. If Oswego elects to retain the employee, Yorkville will owe six months of pay. If Oswego elects to terminate the employee due to Yorkville's failure to pay, Yorkville will owe all unemployment costs. If the employee is terminated due to the dissolution of this agreement, the cost of unemployment insurance shall be divided.

### **Assignment of Duties**

The duties of the employee shall be as provided in the job description (attached hereto and incorporated herein). The parties may modify the job description at any time by joint agreement.

The assignment of the employee and the hours and working conditions for the employee shall be as agreed to by the Administrators or their designees, and generally in accordance with the job description attached. In the event of conflicting priorities, the Purchasing Manager shall identify priority projects and

submit to the Village Administrators or their designees to review. The Administrators or designees shall reach an agreement on the employees priorities based.

The employee shall track hours worked by project and community on a weekly basis and remit to the Administrators or their designees.

All Personnel rules of OSWEGO that are applicable to the employee shall continue to apply to the employee when the employee is assigned to perform services for Yorkville pursuant to the intergovernmental agreement.

### **Discipline and/or Termination of Employment**

Discipline and termination of the employee shall be in accordance with the OSWEGO Personnel Policies Manual. The YORKVILLE Administrator shall have the authority to recommend discipline up to and including termination to the OSWEGO Administrator who shall have the final authority to impose discipline.

### **Indemnify and Hold Harmless**

- A. Any actions or duties taken, performed or omitted by the Purchasing Manager on behalf of or with respect to a Municipality shall not create liability to the other Municipality. Nevertheless, in the event that a Municipality is made a defendant in a lawsuit (hereinafter, the “Defendant Municipality”) as a result of actions or duties taken, performed or omitted by the Purchasing Manager while assigned to a particular municipality (hereinafter the “Indemnifying Municipality”), the Indemnifying Municipality shall indemnify the Defendant Municipality, as follows. Each Municipality hereby indemnifies and holds harmless the other Municipality against and from any liability, claim, cost, or expenses (including without limitation court costs and attorneys fees) resulting from, relating or with respect to, actions or duties taken, performed or omitted by the Purchasing Manager acting as such on behalf of or with respect to the Indemnifying Municipality.
- B. Any Workers’ Compensation Claim made by the Purchasing Manager shall be paid under OSWEGO’s Workers’ Compensation Policy. If a significant claim is incurred, Yorkville shall share in a portion of the resulting premium increase for a term of five years.
- C. For any claims made by the Purchasing Manager with respect to his/her employment, based on decisions implemented by OSWEGO following consultation with YORKVILLE, the liability, if any, for such claims shall be shared by the Municipality on the following basis: OSWEGO 50% and YORKVILLE 50%. A settlement offered for a claim with shared liability shall be agreed to by both Municipalities. The Municipality incurring such liability shall promptly issue an invoice to the other Municipality itemizing the payments to be reimbursed. The other Municipality shall pay the amount invoiced within sixty (60) days after receipt of the invoice. If any Municipality should learn or become aware of any claim or possible claim it shall notify the other Municipality immediately.

For all other claims made by the Purchasing Manager with respect to his/her employment based on the acts or omissions of a Municipality, such claims shall not create liability to the other Municipality. Each Municipality hereby indemnifies and holds harmless the other Municipality against and from any liability, claim, cost, or expenses (including without limitation court costs and attorney's fees) resulting from, relating or with respect to, actions taken or omissions of the Indemnifying Municipality.

**Term of Agreement**

(A) The term of this intergovernmental agreement shall begin with the execution of this Agreement by both parties and shall remain in force and effect until December 31, 2026, unless terminated by either OSWEGO or YORKVILLE. Notice of intent to cancel this agreement by either party shall be served in writing at least six (6) months prior to the date of cancellation.

(B) This Agreement may also be terminated immediately if one party commits any material breach or material default in the performance of any obligation under this agreement (other than the payment of money).”

**Amendment**

Any terms or conditions of this Agreement may be deleted or altered only by written amendment or modification to this Agreement, duly executed by each Municipality.

**Severability**

If any provision of this Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable in any particular case or in all cases for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

**Assignment/Binding Effect**

Neither party may assign its respective rights and duties hereunder except upon prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

**Post Termination**

Upon termination of this Agreement, OSWEGO must promptly deliver all final statements of YORKVILLE'S allocated share of the personnel costs incurred through the date of termination for reimbursement as stated above. Provided, however, that monetary obligations that are incurred or accrued prior to the date of termination shall survive the termination of the Agreement and shall constitute continuing obligations until satisfied in full.

**Notices**

Notices to the parties shall be in writing and delivered by personal service or by the U.S.P.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

***If to the Village:*** Village Administrator  
Village of Oswego  
100 Parkers Mill  
Oswego, Illinois 60543

*With a copy to:* Karl Ottosen  
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.  
1804 N Naper Boulevard #350  
Naperville, IL 60563

***If to the City:*** City Administrator  
United City of Yorkville  
800 Game Farm Road  
Yorkville, Illinois 60560

*With a copy to :* Kathleen Field Orr  
Kathleen Field Orr & Associates  
53 West Jackson Blvd., Suite 964  
Chicago, Illinois 60604

Either party may change the address for notices to such party by giving written notice to the other party. Notice given by personal service shall be effective upon the dated delivered notice, if delivered or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day following the posting.

**Entire Agreement**

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, and merged herein. This Agreement may be modified only by written instrument executed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

Village of Oswego, Kendall and Will  
Counties, Illinois, a municipal corporation

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

*Attest:*

\_\_\_\_\_  
Village Clerk

United City of Yorkville, Kendall County,  
Illinois, a municipal corporation

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

*Attest:*

\_\_\_\_\_  
City Clerk