

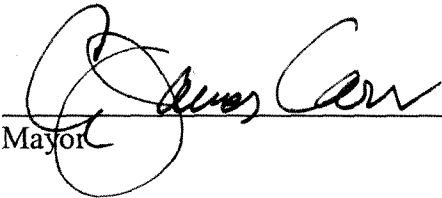
RESOLUTION R- 67-05

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 89 AND THE CITY OF
WHEATON FOR BRIAR GLEN ELEMENTARY SCHOOL SAFETY
IMPROVEMENTS**

WHEREAS, the Board of Education of Community Consolidated School District 89 and City of Wheaton deem it in the best interest of the public to enter into an intergovernmental agreement to cooperate in providing certain school safety improvements as described in the agreement for Briar Glen Elementary School located at 1800 South Briarcliffe Boulevard, Wheaton, Illinois.

NOW, THEREFORE BE IT RESOLVED that the Mayor is authorized to execute an intergovernmental agreement between the City and Community Consolidated School District 89 for Briar Glen Elementary School safety improvements.

ADOPTED this 15th day of August, 2005.



Mayor

ATTEST:



City Clerk

Ayes:

Roll Call Vote

- Councilman Bolds
- Councilwoman Corry
- Councilman Johnson
- Mayor Carr
- Councilman Levine
- Councilman Mouhelis

Nays:

None

Absent:

Councilman Sues

Motion Carried Unanimously

R-67-05

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 89
AND THE CITY OF WHEATON
FOR BRIAR GLEN ELEMENTARY SCHOOL SAFETY IMPROVEMENTS**

THIS AGREEMENT is made and entered into between the CITY OF WHEATON (hereafter "CITY") and COMMUNITY CONSOLIDATED SCHOOL DISTRICT 89, (hereafter "DISTRICT") this 15th day of August, 2005.

WHEREAS, the DISTRICT and the CITY are units of Illinois local government within the meaning of Section 10, Article VII, of the Illinois Constitution, 1970; and

WHEREAS, the DISTRICT and the CITY are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (Ill. Rev. Stat. 1989, ch. 127, par. 741, et seq.); and

WHEREAS, the DISTRICT and CITY deem it in the best interest of the public to enter into an intergovernmental agreement to cooperate in providing certain school safety improvements as described in this agreement for Briar Glen Elementary School located at 1800 South Briarcliffe Boulevard, Wheaton, Illinois (hereafter "School"); and

NOW THEREFORE, in consideration of the foregoing preambles and covenants recited herein, together with good and valuable consideration, the receipt of which is acknowledged, the DISTRICT and CITY agree as follows:

- 1) **SCHOOL SAFETY IMPROVEMENTS.** The school safety improvements as referenced herein ("Improvements") shall consist of the following:
 - a) The installation of two (2), school speed zone amber flashing light units for the existing posted school speed zone for south bound and north bound Briarcliffe Boulevard adjacent to the School. The units may be either hard-wired electric or solar battery powered whichever is deemed the most cost-effective by the CITY and the DISTRICT. The units shall have clock timers so that their operation can be programmed to coincide with the School's admission and dismissal times.
 - b) The construction of a public sidewalk along the east side of Briarcliffe Boulevard from Brentwood Lane to Lakecliffe Drive. The sidewalk shall be six feet in width and shall be located directly adjacent to the back of curb, as depicted on the plan attached hereto as Exhibit "A".

- 2) **OBLIGATIONS OF THE CITY.** The CITY shall be responsible for the following:
 - a) Provide, at its cost, engineering services for the Improvements as the CITY deems appropriate including, but not limited to, design and specification selection, plan preparation, construction contract administration, and construction inspection.

- b) At its cost conduct bidding and contract award for construction of the Improvements in accordance with the standard bidding and contractor selection practices of the CITY.
- c) Pay the contractor(s) performing the work for the Improvements completed in accordance with the plans and specifications, subject to the obligations of the DISTRICT as recited in this Section 3 of this Agreement.
- d) Invoice the DISTRICT for the total cost of the Improvements upon completion and acceptance of the Improvements by the CITY. Payment shall be made by the DISTRICT to the CITY within thirty (30) days of invoice.
- e) Maintain the school speed zone amber flashing light units in the same manner as other traffic control devices maintained by the CITY. The cost of said CITY maintenance of the school speed zone amber flashing light units shall be born by the DISTRICT. The CITY shall invoice the DISTRICT for said maintenance. Payment shall be made by the DISTRICT to the CITY within 30 days of invoice.

3) **OBLIGATIONS OF THE DISTRICT.** The DISTRICT shall be responsible for the following:

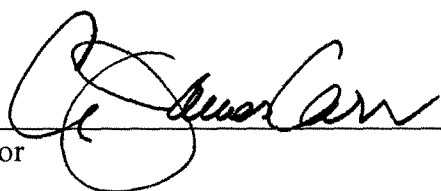
- a) Within fourteen days of receipt of the bids from the CITY provide the DISTRICT's written approval or rejection of the bids.
- b) Pay the CITY any and all actual costs of constructing the Improvements as determined by the CITY including work performed by CITY employees, (except the engineering services specified above), as well as Contractors and or suppliers retained by the CITY to work on or provide materials for the Improvements. The costs of the Improvements reimbursed to the CITY by the DISTRICT shall include actual costs resulting from unforeseen conditions or events, as determined and approved by the City Engineer.
- c) Upon completion maintain the public sidewalk improvements in good condition and repair including, but not limited to removal of natural snow accumulations as well as those which may be created by the placement or windrowing of snow onto the public sidewalk as a result of the snow removal operations of the CITY or others.
- d) Pay the CITY the all costs associated with the maintenance of the school speed zone amber flashing light units as recited in this Agreement.

4) **INDEMNIFICATION.** To the greatest extent permitted under Illinois Law the DISTRICT hereby agrees to defend, indemnify and hold the CITY, its elected officials, employees, agents, successors and assigns, harmless from any and all claims, damages, actions, causes of actions, personal injuries, and costs, including reasonable attorneys' and expert witness fees, which arise from or in connection with the Improvements except where the claim or action is the result of the CITY's sole negligent act or omission . In the case of any claim or litigation filed against the CITY related to this Paragraph 4, the CITY may in its discretion elect to

tender the defense of the claim or litigation to the DISTRICT or retain the defense itself. In either case the terms of this Paragraph 4 shall apply. The CITY shall provide the DISTRICT written notice of tender or retention the defense within 30 days of service of a claim or complaint but failure to provide such notice shall not release or compromise the DISTRICT's obligations under this Paragraph 4 unless the DISTRICT suffers actual prejudice in consequence of the CITY's failure to provide notice. If the CITY retains the defense the DISTRICT shall have the right to accept or refuse the CITY's selection of attorneys except that acceptance shall not be unreasonably withheld and said right to acceptance or reject attorneys shall not apply where the CITY is paying its attorneys fees and costs. The DISTRICT shall maintain insurance coverages, (which may include self insurance, self insured retentions, and Intergovernmental Risk Pool coverages,) in those amounts, and subject to those coverage conditions, as determined by the CITY, to be reasonably necessary to provide the CITY with adequate coverage under the terms of this Paragraph 4. If the CITY elects to retain defense of a claim or action and the DISTRICT's policy of insurance does not permit reimbursement of the CITY's fees and costs the DISTRICT shall not be liable for the CITY's fees and costs.

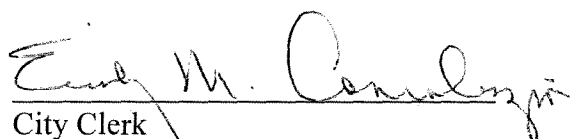
- 5) **IMMUNITES.** Nothing in this Agreement shall be interpreted or deemed to waive, release or compromise any statutory or common law privileges and/or immunities of the CITY or DISTRICT.
- 6) **NO THIRD PARTIES.** There are no intended or implied third party beneficiaries of this Agreement.
- 7) **BINDING EFFECT.** This agreement shall be binding upon the CITY, the DISTRICT, and each of their successors, assigns, and future council and board members.

CITY OF WHEATON, ILLINOIS



 Mayor

ATTEST:



 City Clerk

R-67-05²³³

COMMUNITY CONSOLIDATED SCHOOL DISTRICT 89

President of the Board of Education

ATTEST:

Secretary

