

**AGREEMENT
CONCERNING CROSSING GUARDS AND CROSSING GUARD SHACKS AT
DISTRICT 204**

THIS AGREEMENT, by and between the City of Aurora (“the City”) and Indian Prairie Community Unit School District No. 204 (“District 204”) is entered into for the purpose of transitioning the crossing guard program from the City to District 204 as follows:

WHEREAS, the City has provided crossing guards, a crossing guard shack, and crossing guard equipment through the Aurora Police Department at public schools within District 204; and

WHEREAS, due to the increasing number of volunteers working at the crossings, the City is transitioning the crossing guard program from the City to District 204; and

WHEREAS, District 204 will hereby immediately assume possession of the crossing guard shack and maintain and coordinate the crossing guard program District-wide; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes intergovernmental cooperation such as is contemplated by the Agreement, and Illinois statutes provide that public agencies may share powers through intergovernmental agreements (5 ILCS 220/1 *et seq.*); the City is a unit of local government (Ill. Const., Art. VII, Sec. 1) and a public agency (5 ILCS 220/1).

THE PARTIES HAVE THEREFORE AGREED AS FOLLOWS:

1. This Agreement is effective on the date on which it is fully executed by both parties, and will continue in effect until June 30, 2019. Thereafter, this Agreement will renew automatically from year-to-year, for a term from July 1 to June 30, unless terminated as provided herein. Either party may terminate this Agreement by providing thirty (30) days’ prior written notice to the other party.
2. The City, through the Aurora Police Department, will conduct training of any crossing guards at the request of District 204.
3. District 204, in exchange for crossing guard training provided by the Aurora Police Department, will take possession of and will be responsible for any maintenance of the crossing guard shack located at Nancy Young Elementary School, 800 Asbury Drive, Aurora, Illinois. The crossing guard shack will no longer be the property of the City of Aurora, and upon execution of this agreement shall become the property of District 204. The parties agree that District 204 may choose to raze or otherwise remove the crossing guard shack after it becomes the property of District 204.
4. Additionally, the Aurora Police Department will no longer employ crossing guards at Gombert Elementary School or Nancy Young Elementary School. District 204 will be responsible for assessing whether crossing guards should be utilized at the intersections

near Gombert School, Nancy Young Elementary School, or any other school in District 204. If District 204 determines that crossing guards should be placed at any such locations, District 204 will be responsible for employing individuals or enlisting volunteers to serve as crossing guards.

5. The City agrees to hold District 204, its Board of Education, Board members, agents and employees, free, harmless and indemnified from and against any and all claims, suits, or causes of action arising from the crossing guard program and maintenance of the crossing guard shack. District 204 agrees to hold the City and the Aurora Police Department, its elected officials, agents and employees, free, harmless and indemnified from and against any and all claims, suits, or causes of action arising from the crossing guard program and maintenance or removal of the crossing guard shack.
6. This Agreement is entered into solely for the benefit of the contracting parties. Nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge or establish any legal duty to any third party. No third party may rely on the terms and conditions of this Agreement.
7. Any notice or demand required under this Agreement must be in writing, personally served or sent via certified mail with return receipt requested and postage prepaid, directed to the appropriate address listed below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party as provided in this paragraph:

If to the School District:

Indian Prairie Community Unit School District No. 204
780 Shoreline Drive
Aurora, IL 60504
Attention: Superintendent of Schools

If to the City:

City of Aurora
44 E. Downer
Aurora, IL 60507
Attention: Legal Dept.

Aurora Police Department
1200 E. Indian Trail
Aurora, IL 60504
Attn: Chief of Police

8. This Agreement may be executed in one or more counterparts, and transmitted via facsimile or electronic means, each of which so executed will be deemed an original, and all of which taken together will constitute but one and the same instrument, binding on all parties.
9. All questions of interpretation, construction, enforcement and all controversies with respect to this Agreement shall be governed by the applicable constitutional, statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Court of the Sixteenth Judicial Circuit, Kane County, Illinois and the Parties consent to the *in*

personam jurisdiction of said Court for any such proceeding, unless otherwise prescribed in the agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers on the dates indicated.

THE CITY OF AURORA


BY: _____
Mayor

Date: _____

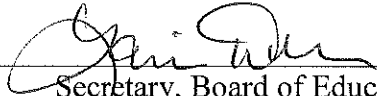
ATTEST: _____
City Clerk

Date: _____

INDIAN PRAIRIE COMMUNITY UNIT SCHOOL DISTRICT NO. 204

BY: 
President, Board of Education

Date: 5/13/2019

ATTEST: 
Secretary, Board of Education

Date: 5/13/2019