

**LICENSE AGREEMENT FOR
INSTALLATION AND OPERATION OF EMERGENCY WARNING SIREN
BY THE CITY OF AURORA ON SCHOOL DISTRICT 204 PROPERTY**

This License Agreement (the "Agreement") is entered into between the BOARD OF EDUCATION OF INDIAN PRAIRIE COMMUNITY UNIT SCHOOL DISTRICT 204, an Illinois School District, 780 Shoreline Drive, Aurora, Illinois 60504 (the "DISTRICT"), and the CITY OF AURORA an Illinois municipal corporation, 44 East Downer Place, Aurora, Illinois 60505 (the "CITY") on the ____ day of _____, 2025.

WITNESSETH:

WHEREAS, the District is the owner of certain property located at 2700 Stonebridge Blvd, Aurora, IL 60502, known as Gwendolyn Brooks Elementary School (the "District Property"); and

WHEREAS, the City desires to utilize a portion of the District Property, as legally described and shown on the site plan and installation diagram attached as **Exhibit "A"**, and made a part hereof (the "Licensed Property"), for the limited purpose of installation, operation, repair, replacement, and maintenance of an Emergency Warning Siren System (the "Siren System"), subject to the provisions of this License Agreement; and

WHEREAS, the "Siren System" shall mean the emergency warning siren, including all related components such as the pole, control cabinet, control wiring, power supply, antennas, batteries, and any other related equipment necessary for its operation as specified in **Exhibit "B"** attached hereto and made a part hereof; and

WHEREAS, the District and City (collectively, the "Parties") have the authority to enter into this Agreement pursuant to the powers granted by Article VII, Section 10(a) of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/*et. seq.*), and are authorized and empowered to perform the covenants and promises made and undertaken herein

NOW THEREFORE, in consideration of the mutual covenants agreed to herein, the CITY and DISTRICT agree as follows:

Section 1. LICENSE.

- A. **License Created.** For and in consideration of the mutual covenants herein, and subject to the terms and conditions set forth, the District grants a revocable license (the "License") to the City for use of the Licensed Property to install, maintain, repair, replace, and operate the Siren System, as further described in Exhibit B. The License granted by this Agreement does not convey any title, ownership, right, or interest in the District Property or the Licensed Property but constitutes a revocable License solely for the purposes stated herein. The City shall also have the right, under the License, of reasonable access over and across the District Property as necessary to install, maintain, repair, replace, and operate the Siren System, provided such access does not unreasonably interfere with the District's use of its property.
- B. **Term and Renewal.** The term of this Agreement shall be for a period of five (5) years from the effective date of this Agreement (the "Term"), unless otherwise terminated or revoked under the conditions herein. The "Effective Date" shall be the date the last party signs this Agreement. The Agreement shall

automatically renew for successive five-year Terms, unless a party provides ninety (90) days' prior written notice of its intent to not renew the Agreement.

Section 2. FEES AND EXPENSES.

- A. **License Fee.** The City agrees to pay the District a license fee of \$1.00 for the rights granted under this Agreement. This fee shall be due and payable upon execution of this Agreement. The City acknowledges that this fee arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.
- B. **Expenses.** The City shall assume responsibility for any and all expenses incurred for the installation, operation, repair, replacement and maintenance of the Siren System.

Section 3. USE OF LICENSED PROPERTY.

- A. **Scope.** The City shall use the Licensed Property to install, maintain, repair, replace, and operate the Siren System. Except for emergency maintenance, all installation and maintenance activities shall comply with the specifications detailed in **Exhibit B** and the site plan provided in **Exhibit A**. Any unauthorized or impermissible use of the Licensed Property shall be deemed a material breach of this Agreement.
- B. **Location.** The City shall install one (1) Siren System at the location identified in **Exhibit A**. The installation shall be completed in accordance with the specifications provided in **Exhibit B**, which includes the siren model, structural support requirements, electrical specifications, and any associated components necessary for operation.
- C. **Installation.** The City shall provide the District with detailed installation plans, including but not limited to site layout, equipment details, power source connections, and anticipated maintenance access points, as set forth in **Exhibit B**, prior to installation. The City shall not commence installation unless and until all necessary approvals and permits from relevant governmental entities have been obtained.
- D. **Operation and Maintenance.** The Siren System shall be operated and maintained in a manner that complies with all applicable federal, state, and local regulations and in accordance with the manufacturer's guidelines as detailed in **Exhibit B**. The City is solely responsible for ensuring that the Siren System remains in good working order and does not unreasonably interfere with the District's use of the District Property.

Emergency Maintenance. The City may undertake unexpected repair or emergency measures that may be necessary to protect public health and safety. The City shall provide advance written notification of such work to the District as soon as practicable, either before such work commences or as soon thereafter as is reasonable.

- E. **Siren Activation Policy.** The City has provided the District with a copy of its Emergency Warning Siren Activation Policy (the "Policy"), which governs the activation of the Siren System for emergency events

and monthly testing. The District acknowledges receipt of the Policy and understands that activation of the Siren System will occur in accordance with the Policy, as it may be amended from time to time by the City. The City shall provide written notification of any changes to the Policy to the District as soon as practicable, either before such changes occur or as soon thereafter as is reasonable.

- F. **Environmental.** The City shall not trim, cut, or materially alter any trees, shrubs, or other environmental elements within the Licensed Property without prior written approval of the District. The City shall remediate, remove, clean, or abate any and all debris, rubbish, or other materials within the Licensed Property resulting from the installation, operation, repair, replacement and/or maintenance of the Siren System, or any negligent or willful, intentional, or malicious acts by the City, its employees, its agents, or its invitees.
- G. **Restoration and Repairs of Licensed Property.** The City, nor any of its employees, agents, or invitees, shall undertake an act or permit an act that impairs or damages the Licensed Property or any other District property.
 - i. **Restoration During the Term.** The City assumes responsibility for all restoration costs incurred from acts or damage or impairment by the City, its employees, its agents, or its invitees during the Term, except to the extent any such damage or impairment is caused by the negligence of the District. Restoration and repairs of the Licensed Property shall be performed to the reasonable satisfaction of the District.
 - ii. **Temporary Restoration.** If permanent repair is not presently possible due to external conditions, including weather, the City may undertake temporary restorative steps. Permanent restoration shall occur as soon as practicable.
 - iii. **Restoration Upon Termination.** Upon termination of this Agreement, the City shall redeliver possession of the Licensed Property to the District in as good of order, condition, and repair as on the Effective Date, with normal wear and tear excepted.

Section 4. RESERVATION OF DISTRICT AUTHORITY.

- A. **Authority.** The District retains the right to use the District Property for any purpose, provided that such use does not unreasonably interfere with the City's authorized use of the Licensed Property under this Agreement.
- B. **Conditions.** The District makes no assurances or guarantees regarding the condition of the Licensed Property, including underground conditions. The City assumes all risk arising from installation, maintenance, repair, replacement and operation of the Siren System within the Licensed Property. The City accepts the Licensed Property in "As Is, Where Is" condition, including and environmental factors, with no representation or warranty of prior use or condition of the Licensed Property or its suitability for the City's intended purpose.
- C. **Non-Exclusive.** This Agreement is nonexclusive and does not confer any exclusive right, license, or privilege to occupy the Licensed Property on the City not described in this Agreement or in **Exhibit A** hereto. The District reserves the right to ingress, egress, and use of the Licensed Property and the right to grant other licenses, leases, permits, or other rights in the Licensed Property, so long as they do not interfere with City's authorized use under this Agreement.

Section 5. INSURANCE, INDEMNIFICATION, AND LIABILITY.

- A. Insurance.** The City shall maintain the minimum levels of insurance coverage required under Section 42-307 (Insurance) of the City Code and State law throughout the Term of this Agreement. Such coverage will encompass the Siren System. The City shall furnish proof of insurance to the District upon reasonable request.

The City shall also ensure that any City contractor or subcontractor hired for the installation, operation, maintenance, repair, or removal of the Siren System shall maintain all insurance, including for commercial general liability, automobile liability, and workers' compensation, required by the City Code and State law with policy limits in accordance with applicable statutory requirements.

- B. INDEMNIFICATION.** The City agrees to defend, indemnify, and hold harmless the District, its Board of Education, Board members, other appointed or elected officials, employees, agents, and representatives from and against any and all injuries, claims, demands, judgments, damages, losses, and expenses, including reasonable attorney's fees and costs of litigation, arising, resulting, or brought by a third party alleging negligent, careless, or wrongful acts or omissions by the City or any of its officers, employees, agents, contractors, subcontractors, or other invitees in the installation, operation, maintenance, repair, or removal of the Siren System. Such indemnity obligations shall not apply to injuries, claims, demands, judgments, damages, losses, and expenses arising out of or resulting from the negligence or willful misconduct of the District.
- C. Damage to Licensee's Siren System.** Unless directly and proximately caused by the negligent or willful, intentional, or malicious acts of the District, the District shall not be liable for any damage to or loss of the Siren System.

Section 6. ADDITIONAL PROVISIONS.

- A. Governmental Regulations.** The City shall comply with all applicable laws, ordinances, regulations, and requirements of federal, state, county, and local regulatory authorities.
- B. Creation of Interests.** The City shall not place or allow the creation of any additional interests to attach or to be filed against title to District Property, including but not limited to liens, mortgages, pledges, security interests, equitable interests, or other encumbrances.
- C. Termination.** This Agreement may be terminated by either party for any reason upon one hundred eighty (180) days written notice to the other party.

Further, the District may terminate this Agreement for a material breach of this Agreement by the City, as follows: In the event of a material breach by the City, the District shall provide written notice to the City specifying the nature of the default with reasonable detail. The City shall have thirty (30) days from receipt of such notice to cure the default. If the City fails to cure the default within said thirty (30) days, the District may terminate this Agreement.

- D. **No Transfer or Assignment.** The City shall not transfer or assign this Agreement or any interest herein without prior written consent of the District, which may be granted or denied by the District in its sole and absolute discretion. This Agreement shall be binding upon and shall inure to the benefit of the Parties and to their successor corporations, officers, officials, trustees, successors in office or interest, heirs, representatives, and assigns.
- E. **Mutual Exchange of Information.** The Parties recognize that, as public bodies, both are subject to Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)), which requires certain qualifying "public records" that are prepared by and in possession of a party contracting with a public body to be released upon an appropriate FOIA request. The Parties have a short period of time from receipt of a FOIA request to comply and require sufficient time to collect, review, and determine if any FOIA exemptions apply. The Parties acknowledge the FOIA requirements and agree to mutually cooperate with requests made to the District or City for public records in the other party's possession. The District or City shall provide requested public records within three (3) business days of the request made by the other party and agree to mutually indemnify and hold harmless the other party from any claims, costs, penalties, losses, or injuries arising out or relating to its failure to provide the public records under this Agreement. The Parties further agree to provide any requested information reasonably related to this Agreement, the License, and activities related thereto when requested by the City or the District, or their designee, and will share such records within ten (10) calendar days of a written request, or a longer period of time by mutual agreement.
- F. **No Waiver.** Failure by either party to give timely notice insisting upon strict and prompt performance of this Agreement shall not constitute a waiver or relinquishment of that party's right to enforce this Agreement.
- G. **Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreements or negotiations, whether written or oral, relating to the subject matter of this Agreement. No change, modification, or amendment shall be valid and binding unless set forth in writing and signed by all parties.
- H. **Controlling Law.** This Agreement, including interpretation, construction, enforcement, and any controversies arising hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. For the purposes of any litigation relative to this Agreement and its enforcement, the venue shall be in the Circuit Court of DuPage County, and the parties agree to the *in personam* jurisdiction of said Court.
- I. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- J. **No Waiver of Tort Immunity.** Nothing in this Agreement shall be construed as limiting or modifying the immunities provided to the Parties under State law.
- K. **Incorporation of Recitals.** The recitals set forth above are incorporated into this Agreement as material terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

LICENSOR:

**BOARD OF EDUCATION OF
INDIAN PRAIRIE COMMUNITY UNIT SCHOOL DISTRICT 204**

By: _____

Its: _____

Date: _____, 2025.

ATTEST:

By: _____

Its: _____

Date: _____, 2025.

LICENSEE:

CITY OF AURORA

By: _____

Richard C. Irvin, Mayor

Date: _____, 2025.

ATTEST:

By: _____

Jennifer Stallings, City Clerk

Date: _____, 2025.

EXHIBIT "A"

**LEGAL DESCRIPTION, SITE PLAN AND INSTALLATION DIAGRAM
(attached)**

EXHIBIT "B"

**SIREN SYSTEM SPECIFICATIONS
(attached)**