

Exhibit B

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENT AGREEMENT, by and between the City of Aurora, Illinois, a municipal corporation, and the Community Unit School District 308, a school district in the State of Illinois, is intended to provide for the location of an outdoor warning siren for the benefit of the public.

The Parties hereto agree as follows:

1. Upon execution of this Agreement, the City, at its sole cost and expense, shall be permitted access to the Subject Property to construct, install, operate and maintain any such equipment as may be necessary to establish the Siren, including, but not limited to, an 80' steel pole with electrical wiring. The City will provide the District with prior notice and anticipated duration of the initial construction and any subsequent maintenance to enable the District to make any accommodation for students and/or staff that may be impacted by such construction or maintenance. Upon completion of any construction, installation and/or maintenance, the City shall restore any damaged property to its original condition.

2. The Parties agree that the District shall continue to provide access to the Subject Property, as determined necessary by the Director of Emergency Management for the City, for the purpose of maintenance and repair of the Siren. Any such proposed maintenance may include, without limitation, updating or replacing all or some parts of the Siren.

3. City shall defend, indemnify and hold District harmless from and against any and all demands or claims, asserted by (and any damages or losses suffered by) any third party on account of bodily injury or damage to the property of such third party to the extent such claim or demand is attributable to the City's negligent use of the Subject Property for the installation and maintenance of the Siren.

4. District shall defend, indemnify and hold City harmless from and against any all demands or claims, asserted by (and any damages or losses suffered by) any third party on account of bodily injury or damage to the property of such third party to the extent such claim or demand is attributable to District's negligent actions related to the location of the Siren on the Subject Property.

5. Upon receiving notice that an action, claim, demand or otherwise has commenced, the District shall promptly notify the City of any such actions, claims, demands, or otherwise and cooperate with City to the greatest extent possible to ensure proper prompt response and handling of such matters.

6. The City agrees to furnish the District with proof of insurance which shall remain in effect at all times while Siren is located on the Subject Property.

7. This Agreement cannot be modified or assigned without the prior written consent of both parties.

8. This Agreement contains the entire understanding between the Parties concerning the City's use of the Subject Property for the installation, maintenance, management, control and/or operation of the Siren and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment, or change shall be allowed to this Agreement. Any modification, amendment, or change hereto shall be in writing and subject to the approval of the corporate authorities of the City and District.

9. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations.

10. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the District and/or the City, and/or any of their respective officials, officers and/or employees. The Parties agree to immediately notify each other of any change in conditions or change in federal, state, or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

11. This Agreement concerns property located within, and actions and activities to be performed within, the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable 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 Circuit Court of Kane County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

12. This Agreement shall be and continue in effect until one of the parties hereto shall give to the other ninety (90) days written notice of termination of this Agreement. It is further agreed that both parties, upon termination hereof, shall evaluate the results of this Agreement and, if possible, enter into either an extension of this Agreement or a new Agreement in order to achieve the ends sought herein.

13. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the day and year first above written.

COMMUNITY UNIT SCHOOL DISTRICT NO. 308

By: _____

Its: _____

Date: _____

CITY OF AURORA

By: _____

Its: _____

Date: _____